



Terms of Service

Agreement: Brigham.net is an interactive online service provider for access onto the Internet. This agreement sets forth the Account Terms and Conditions which apply to the subscriber for use of Brigham.net. By using the service you agree to be bound by these terms and conditions.

Billing Period: All services provided by Brigham.net will be billed in advance for the upcoming month. **Payments are due by the 10th of each month. Payments not received by the 25th of the month will be subject to a late fee of 1 1/2 % (\$5.00 Minimum).** Brigham.net reserves the right to terminate or discontinue service at any time for non payment.

Email Account: Each Brigham.net user may have up to 5 Brigham.net email accounts. These email accounts may be used to receive billings from Brigham.net. The user must check their email account on a regular basis to receive the Brigham.net bills. If you prefer to use an email account on another service you must notify us so we can forward all of your Brigham.net mail to your alternate account. Options are also available for Automatic withdrawal from a checking or Credit Card account. Paper billing is available for an additional \$1.00 per bill.

Time Limits: Brigham.net customers may not leave their dial-up accounts connected and unattended. This constitutes a "dedicated account". **Your Personal account is intended for unlimited personal use: meaning, (and our definition is final) that you may have your connection up as long as you are personally in front of your PC.** If you disregard this policy and leave your account connected for an extended period of time, your account is subject to termination. DSL and Fiber accounts do not have this limitation.

Multiple Logins: Only one person, the subscriber, may use a dial-up account. Multiple or simultaneous logins after a warning will constitute forfeiture of the account and your service may be terminated. DSL and Fiber customer may access the service from more than one computer or device.

Responsibilities: Brigham.net makes no warranties, expressed or implied, regarding services provided. Brigham.net is not responsible for any damages suffered from the use of our services, including but not limited to, loss of data, service interruptions and/or delays, or third party litigation. We will make our best effort to insure that the service is available at all times. Our liability will be limited to a credit for any time in which the service was not available based on the total down time divided by the monthly rate for a full month of service.

Returned Checks: A returned check charge of \$20.00 will be incurred for all returned checks.

Minimum Payment: A minimum payment of one (1) month will be assessed on all new accounts. The subscriber is bound to remit payment.

Sign-Up Fee: Brigham.net will charge a setup fee of \$49.00 for all fiber accounts.

Non Payment: Any account which remains unpaid 45 days after the date the bill was mailed or emailed may be suspended. A reconnect fee of \$49.00 will be charged to reconnect service.

Billing Disputes: All billing disputes with Brigham.net, must be received at our business office in writing, and the obligation to pay for service will continue until such notice is received. Termination of your service does not constitute relief from amounts incurred prior to termination. Agreements or contracts not on a monthly basis (yearly, quarterly, etc...) can be canceled in writing or by phone, but the subscriber will be obligated to pay any and all monthly fees until termination of the contract is finalized.

Cancellation Policy: Upon cancellation; accounts will be billed to the end of the present month. If the subscriber had pre paid beyond the present month then the remainder beyond that month will be refunded. Accounts will remain open until notice is given to cancel the service by email, fax, postal mail or a phone call to a Brigham.net representative during business hours . If the subscriber continues to use the account after the requested cancellation date the subscriber will be responsible for payment for each month or partial month in which the service is used beyond the cancellation date. Service will remain in effect until we receive proper notice to cancel the account.

Collections: Should your account be assigned to an agency or to an attorney for collection, you may be required to pay the amount due plus an additional collection fee of up to 50% of the balance due, all attorney's fees with or without suit and all court costs incurred.

Dial-up Numbers: Brigham.net is not responsible for any Long Distance charges required to reach our Dial-up number. Please make sure the call is not long distance from your area. Number are available for many areas of the country. Please call our office to see if we can find a local number for you.

Line Condition: Brigham.net uses state of the art, modern equipment for its internet/network services. Brigham.net is not responsible for the deterioration of line speeds due to the location of the subscriber, or changes outside of our control.

Legality of Content: The subscriber agrees to use Brigham.net for lawful purposes only. The subscriber will not post or transmit any material, through Brigham.net, which violates or infringes upon the rights of other users. This includes, but is not limited to: threatening, abusive, defamatory, vulgar or obscene language, any action which threatens public or private rights or which is considered objectionable, any action which encourages a criminal offense, any action which gives rise to civil liability or violates any law. Attempts to gain unauthorized access to outside computer systems are expressly prohibited The subscriber agrees to defend and hold harmless Brigham.net, its directors, officers, employees, agents or affiliates for all damages and claims that might arise from the subscribers use or misuse of the service, which damages or otherwise harms either the subscriber, Brigham.net or a third party.

Content Screening: Brigham.net does not control the content of information available over the Internet. For this reason, the subscriber certifies that he/she is at least 18 years of age or, if the subscriber is a parent or guardian, he/she assumes all responsibility for supervising the on-line activities of the underage user. Any information garnered through Brigham.net is done so at your own risk.

Unauthorized Connections: The subscriber is not allowed to knowingly share their Brigham.net connection outside of his/her personal residence or business. Subscribers are not allowed to resell Brigham.net services. Subscribers will not solicit Brigham.net users to become subscribers to other online service providers in competition with Brigham.net, nor shall the subscriber make any unauthorized copies or duplications of any Brigham.net material, advertising, forms, brochures, pamphlets and the like which is the property of Brigham.net.

Residential Service: Residential service is designed for non commercial residential use. Any significant business usage may result in the upgrade of a residential account to a business account.

Relationship: The relationship between the subscriber and Brigham.net is that of subscriber and service provider only. In the event of a violation of any terms and/or conditions set forth in this agreement, Brigham.net reserves the right to immediately terminate the services provided to the subscriber, with the subscriber being fully responsible for any and all attorney's fees incurred by Brigham.net with regard to this agreement at all trial and appellate court levels.

Court Venue: In the event of a dispute, Brigham.net and the subscriber agree that the venue for such litigation shall be Box Elder County, Utah and that the terms and conditions of this agreement shall be interpreted under the laws of the State of Utah.

SPAM Policy: The transmission of any type of material, whether graphical or textual in content, to other subscribers or non-subscribers without their express consent is prohibited under the terms of this agreement. Any violations of our SPAM policy will result in immediate termination. Any complaints received from our subscribers or non-subscribers of unsolicited materials will result in a charge of \$150.00 per complaint charged to the offending subscribers account automatically. It is illegal to send any email using Brigham.net services with forged or disguised email addresses.

Unauthorized use of Brigham.net Equipment: Any subscriber attempting to attack, hack, damage, or compromise the Brigham.net equipment in any way will be billed at \$250.00 per hour, with a minimum billable time period of 1 hour, to track the offending subscriber and repair any damage they may have caused.

Modification of Terms: Brigham.net reserves the right to change or modify the terms, conditions, rates or services at any time, without any prior notification.