

Internet Agreement and Acceptable Use Policy

May 12, 2025

Dear Valued Customer,

We appreciate your business and the trust you have placed in us to provide reliable and secure Internet services. As a customer of NCC, you agree to abide by the terms of our Internet Service Agreement (Agreement) and Acceptable Use Policy (AUP), which govern the use of our Internet services.

The Agreement states the terms and conditions of the Internet service provided by NCC. The purpose is to ensure that our network is used responsibly and, in a manner, consistent with our values of safety, privacy, and security. Our AUP covers topics such as prohibited activities and guidelines for online behavior.

Please take the time to read our Agreement and AUP carefully to ensure that you understand your obligations as a customer. *By using our Internet services, you agree to be bound by the terms. Customers will be assessed a fee of \$25 should a signed acknowledgment of the Agreement and AUP not be returned to NCC.*

If you have any questions or concerns, please don't hesitate to contact us either by email cs@nccnd.com or by phone 1-800-245-5884. We are committed to providing you with the best possible service and support.

Thank you for choosing NCC!

Internet Service Agreement

1. **Equipment and installation:** Broadband Internet Service includes installing the necessary equipment at the customer premises and connecting the service. An ONT will need to be located at your home/business (likely to be mounted in a utility room in your home/business) and acts as a gateway access device. A router will be strategically placed within your home to maximize the Wi-Fi coverage throughout your living/working space so that you can use numerous devices within your home/business to access the Internet. Additional access points are available for a minimal monthly fee. By using the NCC provided router we can troubleshoot any Internet issues should they arise. NCC offers one router per leased installation. Current installation charges do apply.
2. **IP address and network configuration:** Internet service from NCC includes one internet routable WAN DHCP IP address. An additional WAN DHCP address is available at \$10.00/mo. Persistent WAN DHCP addresses are available at \$10.00/mo. It is the customer's responsibility to configure and maintain the LAN side network.
3. **Network testing and support:** NCC's technicians will test the connection, providing the customer has properly set up the networking protocols according to the instructions provided by NCC. Additional help with network settings may be available from NCC Internet technicians but does not include engineering or installing the customer's Local Area Network (LAN). It is the customer's responsibility to contact a computer center to set up their network.

4. **Computer requirements:** Each computer connected to FTTH Internet, Wireless, or DSL must have a 10/100/1000 Mbps Ethernet Network Interface Card (NIC) installed, a compatible USB Ethernet Adapter, or 802.11 b/g/n/ac/ax wireless radio (Wi-Fi) This is the responsibility of the customer who may need to contact a computer service center. NCC employees will not install Network Interface Cards into a customer's computer.
5. **Additional services:** Any additional service done at the customer's request will be billed at NCC's current hourly rate billed in (15) minute increments, with a minimum of (15) minutes. This includes but is not limited to adding or moving telephone and network jacks, installation of inside wiring and hardwiring customer owned devices.
6. **Firewall and security services:** NCC does not offer Firewall Security Services. Hardware and software solutions are available at the local computer service centers. Virus and spam protection, and parental control features are available from NCC for a monthly fee, provided by a third-party vendor.
7. **Early termination fee:** An early termination fee will be charged to any voice-data and data-only customer disconnecting service prior to satisfying the 6-month minimum commitment period.
8. **Service interruption and liability:** In the event that service is interrupted an adjustment shall be applied only if the period of interruption extends beyond twenty-four (24) hours. NCC will be held harmless from any other liability arising from special, indirect or consequential damages as a result of interruption. Request for adjustment on bills must be made within 45 days from the date of occurrence.
9. **Service purpose and resale:** NCC provides these services (FTTH and DSL) for the purpose of direct access to the Internet and/or to private networks established on NCC's Network. This is not a wholesale service and therefore it cannot be resold by the customer unless prior knowledge and contractual agreement with NCC.
10. **Performance and cancellation:** NCC offers no guarantees or warranties on the performance of its network. The customer may request a speed upgrade anytime with no change-fee charges. The service may be cancelled upon notice from the subscriber.
11. **Equipment Ownership:** All equipment used to provide Internet service remains the property of NCC, and as such, all equipment which is not permanently secured including routers, access points and set top boxes should be returned by the customer upon termination of service. If not returned, NCC will bill out the cost of the equipment to the subscriber on account.

Acceptable Use Policy

1. **One Account Per Household/Business:** You are responsible for any unauthorized use of your internet service account by others, and you cannot resell or redistribute the service to others.
2. **Respectful Use of Service:** You cannot use the service to send or receive any unlawful, harassing, abusive, or objectionable material, or any material that encourages criminal behavior. You also cannot violate any laws or regulations with your internet usage. We are required by law to report some kinds of

behavior to law enforcement, including (but not limited to) child abuse and child pornography of any kind, terrorism, hate content, and certain kinds of threats.

3. **No Harmful Software:** You cannot introduce viruses, worms, or other harmful software onto the internet using our service. Doing so will result in account closure.
4. **No Spamming or Hacking:** You cannot use the service to send spam, alter email headers, or deceive recipients about your true identity. You also cannot use the service to fraudulently access the accounts of others or disrupt the service of other users, hosts, businesses, or networks.
5. **Security is Important:** You are responsible for taking appropriate security measures for any device or system connected to the service, including securing any wireless network devices. Unsecured wireless routers may result in termination of service. You must take steps to prevent harmful transmissions and protect your devices from harm.
6. **No Copyright or Trademark Infringement:** You cannot use the service to send, receive, or use any data, files, or information that infringes on the patents, trademarks, copyrights, trade secrets, or proprietary rights of another person or entity. Doing so may result in termination of services.
7. **Our Right to Modify or Discontinue Service:** We reserve the right to modify or discontinue your internet service after notification. We will not be liable to you or any third party for exercising this right.
8. **Enforcement and Violation:** We will review any alleged violations of this policy on a case-by-case basis. Clear policy violations that are not promptly remedied by you may result in disciplinary action, including immediate termination of service and forfeit of fees paid to date.

Acknowledgment and Authorization: I have read and understand the above information and authorize NCC to install Internet service. I am at least 18 years of age and the name on the account where Internet service will be installed matches the name signed below and the physical address.

Customer Signature: _____ Date: _____

Customer Name (printed): _____

Customer Phone Number (Best number to reach you at): _____

Customer Email Address: _____

Account Name (name/business account is listed under): _____

Account Number: _____

Initials: Page 1: _____ Page 2: _____ Page 3: _____