

**TERMS & CONDITIONS:** DirectLink Inc. hereinafter “DirectLink” This is an acceptable Use Policy between DirectLink and you the customer/subscriber or user hereinafter “Customer” DirectLink’s Internet Service, E-mail, VoIP Service, or other internet related services. This agreement is between DirectLink and the Customer and is incorporated by reference into DirectLink terms and conditions for the services. See <https://www.mydl.com/forms>. All Customers of DirectLink and anyone who uses or accesses DirectLink Service, must comply with and shall be bound by the terms of this document. Customers access to DirectLink service is conditioned by legal and appropriate use of our service. Your use and any activities conducted online through DirectLink supplied service shall not violate any applicable law or regulation or rules of DirectLink’s Service. DirectLink reserves the right to change, modify or revise this document at any time. Such Changes will be affecting all Customers 30 days after posting. Terms & Conditions will be assessable to all Customers/Subscribers to View, Print or Download at <https://www.mydl.com/forms>. Your Continued use of DirectLink’s service constitutes your acceptance to all terms & Conditions. It is your responsibility to check the DirectLink website for any updates. DirectLink reserves the right to refuse service to anyone for any or for no reason. DirectLink reserves the right to cancel any service to any Customer at any time if it feels necessary to protect its network and network security.

Uptimes are not guaranteed. At all times DirectLink does its best to keep the network up 100% Customers understands that due to acts of God, Inclimate weather or equipment failure there may be times when the network goes down.

This agreement shall be in effect for the term listed on page one of the Service Contract.

**DirectLink reserves the right to immediately terminate or restrict your account or your use of the Services at any time, without notice or liability, if DirectLink determines or reasonably believes in its sole discretion that you have breached these Terms, violated any law, rule, or regulation, engaged in other inappropriate conduct, or for any other business reason. Of course, we would prefer to avoid such termination; we may use technical measures to block or restrict your prohibited access to or use of the Services, and you agree not to circumvent, avoid, or bypass such restrictions. We also reserve the right to take appropriate legal action against you, and you acknowledge that you will have caused substantial harm to DirectLink and that the amount of such harm would be extremely difficult to measure.**

**BILLING/PAYMENT SCHEDULE:** Service charges are due and payable monthly in advance. Failure to pay proceeding monthly service charges by the due date shall give DirectLink the right, without liability, to temporarily disconnect Wireless Internet Service, VoIP Service and E-mail Service. Restoration of service will require payment of all unpaid balance and a reconnection fee of \$50.00 may be applied. If service is not reconnected in (7) calendar days service will be permanently disconnected. To restore service payment in full and pre-payment of one month may apply. If DirectLink must retrieve the equipment a \$50.00 fee will be billed for labor of the retrieval.

A Late fee of 1.5% will be applied to all accounts that are past due.

Invoices are rendered monthly on the 20<sup>th</sup> you will receive an E-statement each month. If you want to receive a paper statement via the US Mail, there will be an additional charge for this service. The fee for paper invoices may change at any time without notice. Payments are due on the 10<sup>th</sup> of each month. Customer agrees to pay any overage charges if applicable.

Unreturned Equipment fees, early termination fees, upgrade fees, insufficient funds fees, late fees, and reconnection fees if applicable.

Any DirectLink equipment that is unrecoverable/Unreturned/Destroyed will be billed to the customers account at the going rate of the replacement fee for any and all unrecoverable equipment. The customer consents to be billed for any unrecoverable equipment.

**ETF-Early Termination Fee:** Unless stated in Customer’s Service Agreement the following terms apply to any “Service Term” Service Agreement are required to be paid as follows: a) all outstanding nonrecurring fees plus 100% of the Installation fees that were waived at the time of installation.

1. It is the Customers responsibility to report billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. Charges for service include license of DirectLink and other equipment that may be necessary to be installed at the Customer’s premises to permit connection of a single computer to the service. Connection of additional computers to the equipment may require additional charges or equipment.
2. For Customers that receive other services from DirectLink, all accounts for all services must remain in good standing to continue to receive any one service.

Customer agrees to pay all charges associated with the Terms of Services provided by DirectLink including installation and service, Service Calls, Monthly Service Fees, equipment charges. Applicable federal, state, local taxes and fees. The customer hereby acknowledges that certain governmental taxes and fees may be charged by DirectLink for the services provided to the customer. Fees may change without notice.

**INSTALLATION: Customer/Subscriber Authorizes** DirectLink's employees/agents or representatives to enter premises, to use ladders, full access structure in order to install service. DirectLink Installers will not be held responsible for moving any furniture or valuables. DirectLink Installer will not move install or alter any electrical outlets. Directlink will use existing cables or equipment. \*If rewiring is used all equipment warranties are null and void.

I agree to installation/placement of DirectLink equipment after consultation with the DirectLink Representative. By Signing page one of service agreement I agree to the placement of installation.

**AN ADULT 18 years of age or older MUST BE PRESENT ON THE PREMISES DURING THE ENTIRE INSTALLATION.**

Payment is due on or before installation date plus one-month service charge.

In the event the Customer/Subscriber is not the owner of the premises in/on which the equipment is installed, the Customer warrants to DirectLink that the owner consents to the DirectLink performing the installation and/or maintenance contemplated by this agreement. If the tenant vacates the property DirectLink has unrestricted right to access the property to retrieve the equipment that is the property of DirectLink.

**INSTALLATION AND RIGHT OF ENTRY:** DirectLink's residential installation includes up to three hours of labor and up to 75' feet of cable. DirectLink equipment will require mounting of hardware including penetration of the rooftop or structure in order to receive service. DirectLink will not be liable for any alterations to the premises that result from the installation or removal of the equipment including but not limited to holes in walls, cable wiring or antenna mounting brackets. Customer agrees to hold harmless from any liability resulting from any type of damage as a result of equipment mounting.

Any repair or replacement of equipment and or correction of an installation problem will be the customer responsibility. If DirectLink damages the premises during the services installation or during maintenance DirectLink will compensate the owner of the Premises for reasonable actual and demonstrated costs of necessary repair not to exceed \$250.00

**EQUIPMENT:** The Equipment provided by DirectLink is and shall remain the sole property of DirectLink. If DirectLink's equipment becomes unrecoverable for any reason, then the customer will be charged accordingly for the equipment. DirectLink's authorized agents may relocate or remove all equipment at any time for any reason. Unless purchased by the customer. Customer/Subscriber agrees not to attempt to make repairs or otherwise alter or disturb or tamper with the wireless transceiver box or other equipment. Only DirectLink, or its authorized representatives, are permitted to maintain and repair transceiver box or other equipment.

Damage to DirectLink Equipment due to weather, Lightning, Home Repair, Construction, pets/animals, fire or mistreatment or negligence by the customer or any other person and the equipment that requires repair or service. Customer shall be required to pay charges for such repair or service performed by DirectLink or its authorized representatives. Unless Customer has chosen to sign up for The DirectLink Protection Plan. DirectLink is not liable for any Customer owned devices, router or other equipment.

Any Damage caused to the structure and DirectLink equipment by act of nature such as high winds, Hail, Lightning are the responsibility of the property owner. DirectLink is not responsible for any structural damage done by any acts of Nature/God or Terrorism.

**RESPONSIBILITY:** DirectLink has the right to Terminate service if

Customer does not keep account paid and current

Customer engages in sending unsolicited mass, commercial/spam email

Customer engages in any illegal activity by using the service provided by DirectLink

Customer engages in harassment, bullying, libel, defamation or other bad behavior

Customer exceeds bandwidth limitation

Customer is not satisfied with services within the first 30 days of service Installation charges are not refundable

Customer no longer has acceptable signal or Line of sight

The terms of this signed Service Agreement are set on page one. At the end of the service agreement term the service will renew for successive one-month periods. Although the original service term has expired all terms and conditions are still in force by using DirectLink service. All Terms are subject to change without notice.

The Customer is responsible for all of Customer's account in all circumstances under any username or password used on that account. It is the sole responsibility of the Customer to protect the confidentiality of Customer's passwords/usernames etc.

If at any point in time DirectLink discovers that the Customer is "sharing" their network connection, without the express permission of DirectLink, then Customer will be subject to a \$10,000.00 fine plus any legal fees.

The Customer expressly agrees that the use of the service is at the sole risk of the Customer. Customer's choice to view or access any content or materials using DirectLink commerce and or its equipment is made at the sole discretion of the Customer. Customer agrees to defend, indemnify and hold harmless "DirectLink ", and its employees and/or agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the service or the use of Customer account.

**TRANSFER OF ACCOUNT FROM ONE CUSTOMER TO ANOTHER IS PROHIBITED.** All accounts must be closed and re-opened for issuance of a new account number and current customer information. If selling your home, the new owner may take over, but a new account and service agreement must be recorded.

**SERVICE:** DirectLink continually strives to be a premier Wireless Internet Service Provider in the Central Colorado Area. As part of this commitment, our Network Operations Center (NOC) is proactively monitored for performance on our network backbone to ensure DirectLink has adequate backbone bandwidth to accommodate high-speed service for our entire subscriber base. DirectLink takes pride in our service and product and will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we upgrade or network in order to deliver solid internet service for our subscribers.

DirectLink's advertised internet connection speeds are for best case scenario guidelines purposes only. DirectLink makes no guarantee as to the internet connection speed and cannot warrant any specification for internet connectivity. Wireless Internet DirectLink's service is provided on an "as is" and "as available" basis with a limited warranty that will use reasonable efforts to render services pursuant to this agreement in a timely and professional manner. DirectLink does not warrant and is not responsible for the loss of any data resulting from delays, service interruption, poor transmission quality, slow transmission speeds, computer damage "viruses" damage caused by other users. If you are dissatisfied with the quality of service your sole remedy is to discontinue using the service on a going forward basis. Subscribers may cancel the service within the first 30 days without incurring any additional fees. Installation fees are non-refundable. Service fees for first 30 days may be re-fundable. This is a limited warranty and is the only warranty made by DirectLink. If any modifications are made to the equipment or services by the user during the warranty period, if the services or products are subject to abuse, accident, improper use, or if user breaches the terms of this agreement, then this warranty shall immediately be terminated.

DirectLink shall not have any responsibility for maintenance or repair of the customer's computer or any devices and equipment installed by DirectLink. Customer acknowledges that DirectLink shall not be liable for Customer's computer, other hardware, software or data, directly or indirectly related to this service. Ethernet adapters provided by DirectLink at the point of installation are subject to the manufacturer's warranty and become the property of the Customer only after 30 day of service and upon full payment for installation and the first month of service.

**REPAIRS:** DirectLink will provide a limited parts and labor warranty for the Equipment and Installation supplied for the initial installation and term of the Service Agreement. The warranty excludes any damage resulting from abuse or negligence acts of god or severe weather. All equipment supplied at time of install including Power Pack, Grounding Block are a one-time supply basis. Such equipment needing replacing due to age, electrical surges, damage or misuse will be billed to customer at the current rate. Any labor needed for repairs and travel time will be billed to customer.

**SERVICE CALLS:** If DirectLink technicians are dispatched to a subscriber's site a minimum service fee of \$85.00 will be charged for diagnosing the issue, additional fees may apply for parts and equipment. Weekend, after hours and holiday rates may differ from normal business hours.

DirectLink does not warrant the Performance of subscriber computer and or router and any other personal devices. Type of connection to DirectLink broadband equipment i.e. WI-FI Congestion of web sites and services on the internet, websites or services limiting speeds on the internet performance outside the DirectLink network.

It is the Customer's responsibility to use their network and equipment through appropriate and responsible means. DirectLink assumes no responsibility whatsoever for any viruses, online scams, identity theft, spam, spyware, adware phishing or other harmful entities. Be aware! do not give your personnel information out to anyone online.

Customer understands, acknowledges and agrees the DirectLink may use various methods and techniques to provide efficient and reasonably manage its network. DirectLink may use traffic management technology to allocate bandwidth across all its networks.

**SERVICE TERMINATION:** Subscriber may cancel the service in the first 30 day without incurring an additional fee or penalty. Installation fees and first month service fees will not be refunded. The subscriber is responsible for all charges incurred before notifying DirectLink. DirectLink must be notified in writing either by US Post to PO Box 819 Parker CO 80134 or by email to [billing@mydl.com](mailto:billing@mydl.com). Within the first 30-day period. On the 31<sup>st</sup> day the Service Agreement will be considered in full force. Residential service with a One- or Two-Year Service Agreement a) If customer does not fulfill the full terms of the One- or Two-year agreement all installation fee will be due immediately. B) any unpaid balance remaining on customers account must be paid in full before customers end of billing cycle. C) DirectLink does pro-rate refunds or credits for partial-monthly periods remaining after the terminations date.

**STATIC IP ADDRESS:** Directlink can supply/assign customer with Static IP address for additional fees. DirectLink IP Address are only offered to DirectLink customer if service is terminated IP Addresses will be removed. If account is not current and service is disabled for non-payment the IP address may be lost. DirectLink's IP addresses are the exclusive property of DirectLink and are not portable. DirectLink may change an IP Address at any time without notice or liability if necessary. DirectLink will make all efforts to notify the customer to avoid any disruption of service. Subscriber is solely responsible for transitioning its network to a new IP address space if they cancel or are terminated their DirectLink Service Account.

**STREAMING & CONTENT QUALITY:** DirectLink will support TV over the internet and similar streaming services but does not guarantee quality of any content. Any number of factors can affect IPTV and streams in general. Quality of content, including resolution, may be affected by the format of the content, your location, internet usage, the number of devices simultaneously connection to the same network. The content you have selected, and the configuration of the device you are using. As a result, DirectLink is unable to make any warranties about the content in these respects.

**PRIVACY:** DirectLink gathers information about Internet usage such as session lengths, bit rates, bandwidth usage only in relation to their use our internet service. DirectLink will not use or disclose personal identifiable information regarding Internet usage unless compelled by a court order or subpoena. Customer consents to this disclosure to protect the rights of DirectLink. DirectLink does not engage or allow third parties access to any customer information or allow third party tracking for advertising purposes. DirectLink will not sell or disclose personal information to anyone for promotional purposes. DirectLink cannot warrant or guarantee the security of any information you transmit. No data transmission over the internet can be guaranteed to be 100% secure and may be subject to interception by unauthorized third parties. DirectLink takes measures to reduce the risk that unauthorized third parties will be able to intercept the information customers send and receives. DirectLink recommends that you use extreme caution when sending any personal information over the internet and use encryption technology whenever possible such as websites using "https" designation in the sites address and show a padlock icon in the browser window.

DirectLink collects and stores personal information such as name, email, phone, address, billing address and billing information such as credit card/ACH account numbers. All billing accounts are encrypted upon entry into the billing system use by DirectLink for the protection of the customer privacy and security.

Customer information may be used by DirectLink's after hours call center, payment processing/merchant centers, billing sent by US Post, invoicing, accounting and secure online payment/customer portal.

**USE POLICY:** All Internet Access provided by DirectLink to the customer is to be used for the sole purpose of Internet Access Only. We reserve the right to monitor the connection with prudence and cancel or terminate the connection if we reasonably believe that the customer is using the connection for other purposes, other than Internet access, without our express permission and understanding. Customer is still liable for the remainder of the contract if they are terminated in the manner. The customer does have the option,

however, to upgrade their account if available to our Premium or Dedicated Point-to-Point commercial services at additional costs if customer needs more options with their data connection.

DirectLink customers are not allowed to use the Internet Service in a way that will result in excessive consumption or utilization of the system or network resources and bandwidth in a way that may weaken network performance as determined by DirectLink. Any action causing high bandwidth usage as determined by DirectLink may result in termination of service. The customer may be held liable for the excessive usage and agrees to pay for any extra usage of bandwidth. Any usage causing excessive bandwidth such as using our service to host a web server site which attracts excessive traffic to your location, continuously uploading or downloading streaming video or audio use, net hosting or continuous FTP Up/Down loading, Bit Torrent or any other activity causing an unusual amount of data usage as determined by DirectLink will NO BE TOLERATED your service may be terminated.

You are not allowed to use DirectLink services to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right or any party.

You are not allowed to use DirectLink's Email Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, fax blasting, or other activity that invade another person's privacy (collectively, "Spam"). Participation in any such activity is grounds for service suspension or termination.

Any and all software activities involving Viruses, Worms, Trojan Horses, Cancelbots, Ransomware, corrupted files, or other code that manifests contaminating or destructive properties are strictly prohibited and will result in immediate termination of service. Also resulting in termination of service are activities that advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters". You are not allowed to use DirectLink to advertise, solicit, store, post, transmit, disseminate, or otherwise make available material or information that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation. DirectLink will notify and fully cooperate with law enforcement if it becomes aware of any such use in any connection with child pornography or the solicitation of sex with minors.

DirectLink customers, are not allowed to use our service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, or the unauthorized transmittal of copyrighted software. Any actions violating the Digital Millennium Copyright Act of 1998 (DMCA) law will be issued a cease and desist order and if you, the customer continue to violate such, and DirectLink receives a second DCMA Infringement order, we will reserve our right and terminate your service. You may also be subject to a fine.

**E-mail:** Any email addresses supplied by or hosted by DirectLink may only be used by the DirectLink Customer during their valid term of service. DirectLink reserves the right to change or terminate any email address or email account for any reason without notice to the customer. DirectLink E-mail accounts may be kept active after termination of service by customer for a monthly fee the account must be kept current and set up on auto pay only. DirectLink is not responsible for the customers email storage, email backup or loss of any email. DirectLink assumes no responsibility for the loss of any email. Any email accounts supplied by DirectLink that are not used for a period of 6 months or more may be deleted without notice to customer. DirectLink supplies customers with an email portal the customers username and password are the responsibility of the customer.

You are not allowed to use DirectLink's Email Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, fax blasting, or other activity that invade another person's privacy (collectively, "Spam"). Participation in any such activity is grounds for service suspension or termination.

If DirectLink determines your E-mail address is being used to spam or otherwise send damaging mail we will terminate the E-mail address immediately.

**VoIP: Voice over Internet Protocol:** DirectLink VoIP Service is not guaranteed at any level of voice quality VoIP is a best effort voice service transmitted over the internet. VoIP is intended to be used as a secondary voice service.

VoIP Service with DirectLink will require a VoIP Router that must be purchased from DirectLink. DirectLink does not warrant the router and will not be held liable for the replacement of the VoIP Router should it become necessary.

VoIP numbers are assigned randomly unless you choose to Port an existing number from another service provider. Once the LNP has been filed and the number has been released DirectLink will activate the number on our VoIP system. If the customer cancels service or is suspended for non-payment DirectLink will not be held liable for holding the existing number or porting the number. The customer is responsible to port the number in order to retain it. There is a fee that will be charged one time only for porting a number from the previous service provider.

Emergency 911 E-911 service is part of DirectLink's VoIP Service. Because VoIP service is internet-based phone service the customer is responsible for providing correct address information when using the E911 service. The customer is also responsible for verifying the accuracy and availability of such service. DirectLink is not and will not be held liable for error in address provision, and will not be held liable for damages of any sort if an incorrect address is provided to emergency services or in the case of any telephone/VoIP or power outages at the time of an emergency.

Reverse E911 is not provided by DirectLink. DirectLink will not be held liable for any cases in which a customer wishes to use this service.

Phone number portability is not guaranteed with DirectLink's VoIP Service. DirectLink is not responsible for lost phone numbers or problems with routing calls to ported numbers.

DirectLink VoIP 911 and E911 phones provided by other VoIP Services May Not Operate During a Power Outage. You understand and acknowledge that the VoIP 911 and E-911 Service will not function in the event of a power failure or disruption of service. Should there be an interruption in the power, the VoIP Services including the VoIP 911 and E-911 Service will not function until power is restored or the cause of disruption of service has been corrected and your equipment may need to be reset. (See forms 911 and E-911 Disclosure Notice for full Details.)

All DirectLink VoIP customers are required to sign an E-911 Disclosure for their service. DirectLink will not be held liable for the failure of the E911 service it is the customer's responsibility to understand the limitations of VoIP Service and E-911 Service.

**SLA- Systems Level Agreement** an SLA will apply to a business class subscriber only if indicated on the signed service agreement.

Terms of the SLA provision

**NETWORK AVAILABILITY** - DirectLink's target for Network Availability is 99.9% for any given month. Network Availability will be determined as an average of actual circuit availability as a percent of total potential circuit availability measured on a monthly basis.

**LATENCY** - DirectLink's target for Latency is 50ms or less for one-way network transit delay for a standard 64-byte ping from the customer's equipment

**PACKET DELIVERY** - DirectLink's target for Packet Delivery is 99.9% for any given month. Packet Delivery will be determined as an average of actual packet delivery as a percentage of total packets.

Credit will not be issued for:

- 1) Network downtime that is not reported by Customer or requests for credit not made by Customer within 5 business days of the event.
- 2) Service outages or performance issues not documented by a DirectLink Trouble Ticket.
- 3) DirectLink's network maintenance/upgrades performed during the standard maintenance window (12:01am to 5:00am MST)
- 4) DirectLink's Tower Maintenance/Upgrades during the standard daylight hours of 8:00am to 5:00pm MST.
- 5) DirectLink emergency maintenance.
- 6) Failure of customer's equipment.
- 7) Carrier outages affecting an entire area or region.
- 8) Unauthorized acts, use of service, or omissions by the customer that affects DirectLink's ability to provide service, by the customer or a user of the service authorized by the customer.
- 9) Any interruption of service due to a violation of DirectLink's standard terms and conditions or acceptable use policies.
- 10) Any reasons of Force Majeure such as natural disasters, Severe Weather or Acts of God.
- 11) Any outage caused by events beyond DirectLink's reasonable control.