

GRIZZLY BROADBAND LLC
Website & General Services Terms of Use Agreement and
DMCA Copyright Infringement Notification Process

Effective June 27, 2018

1. Acceptance of the Terms of Use Agreement

Welcome to the website of Grizzly Broadband, LLC (“Grizzly BB,” “we,” “our,” or “us”). This Terms of Use Agreement (“Agreement”) applies to a Grizzly BB residential and business Customer, visitor, and user (collectively, “Users,” “you,” or “your”) who access or use our website (“Site”), and any Grizzly BB service, including but not limited to the Cybernet1 Internet Access Service, Hamilton Computer Service, telephony services or other services (collectively, the “Services”). (We may use the term Customer separately from Users, where appropriate.) This Agreement is a legal contract between you and Grizzly BB, so it is important that you review the terms of use carefully before using the Grizzly BB Site and Services. Your use of the Grizzly BB Site and Services indicates that you have read, understood, and agree to follow and be bound by this Agreement, which incorporates by reference our [Service Agreement](#), [Confirmation of Sale](#) and [Privacy Policy](#) (collectively, “Service Agreements”). If you do not agree to this Agreement, do not access or use the Grizzly BB Site and Services. Any capitalized terms not defined in this Agreement will have the same meaning as defined in Grizzly BB’s Service Agreements.

Registration for the Grizzly BB Site and Services are offered and available to Users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. The Grizzly BB Site and Services are not targeted to children under the age of 13, and the Grizzly BB Site and Services do not knowingly collect any Personal Information from children. By registering for the Grizzly BB Site and Services or submitting any Personal Information to the Site or Services, you represent and warrant that you are of legal age to form a binding contract with Grizzly BB and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not register or submit any Personal Information to the Grizzly BB Site or Services.

2. Changes to the Grizzly BB Site

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Grizzly BB Site and Services thereafter.

Your continued use of the Grizzly BB Site and Services following the posting of revised terms and conditions means that you accept and agree to the changes, unless further steps are required by applicable law. You are expected to check the Grizzly BB Site from time to time so you are aware of any changes, as they are binding on you.

3. Your Access to the Grizzly BB Site

We may choose to suspend your access to all or part of the Grizzly BB Site without advance notice and at any time, for violations of this Agreement, for any reason, or for no reason at all. We are not liable if for any reason all or any part of the Site is unavailable at any time or for any period.

To access the Grizzly BB Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Grizzly BB Site and Services that all the information you provide on the Grizzly BB Site is correct, current and complete. You agree that all information you provide to register with this Grizzly BB Site or otherwise, including but not limited to through the use of any interactive features on the Grizzly BB Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

4. Grizzly BB Site and Services Content and Intellectual Property Rights

The Grizzly BB Site and Services and the entire contents, features and functionality of each (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) (“Grizzly BB Content”), are owned by Grizzly BB, our licensors or other providers of such material and are protected by United States and international intellectual property or proprietary rights laws. Grizzly BB expressly reserves all rights in the Grizzly BB Site and Grizzly BB Content owned by and provided or licensed to Grizzly BB.

This Agreement permits you to use the Grizzly BB Site and Services for your personal, non-commercial use only if you are a residential Customer. If you are a business Customer this Agreement permits you to use the Grizzly BB Site and Services for your professional and commercial use. Users must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Grizzly BB Site, except as authorized in writing by us.

If you wish to make any use of material on the Grizzly BB Site and Services other than that set out in this section, please address your request to: frontdesk@cybernet1.us

“Grizzly Broadband LLC,” “Hamilton Computer Service,” “Cybernet1 Internet Access Service” and all related names, logos, product and service names, designs and slogans (“Grizzly BB Marks”) are trademarks of Grizzly BB or our Affiliates (defined as an entity that controls, is controlled by or is under common control with Grizzly BB) or licensors. You must not use the Grizzly BB Marks or other Grizzly BB intellectual property, including but not limited to copyrights, without the prior written permission of Grizzly BB. All other names, logos, product and service names, designs, slogans, images, graphics, and sounds on this Grizzly BB Site are the trademarks, copyrighted material, or intellectual property of their respective owners.

5. DMCA Copyright Infringement Notification and Counter Notification Process

Just as Grizzly BB requires Users to respect our copyrights, and those of our Affiliates and Operational Service Providers and licensors, we respect the copyrights of others. If you believe in good faith that your copyrighted work has been reproduced, published or accessed on our Grizzly BB Site or

Services without authorization in a way that constitutes copyright infringement, you may notify our Designated Copyright Agent via the following contact information and requirements:

Name of Service Provider: Grizzly Broadband, LLC

Name of Designated Agent: Copyright Compliance Department

Postal Address: 222 N 2nd St, Hamilton, MT 59840

Telephone Number: 406.363.2183

Email Address: dmca@grizzlybb.com

A. How to Provide Notification for Claims of Copyright Infringement

You must provide the following information to our Designated Agent in a written communication in the form required by the Digital Millennium Copyright Act (see above for contact information).

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Grizzly BB Site are covered by a single notification, a representative list of such works on the Grizzly BB Site;
- (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Grizzly BB to locate the material;
- (4) Information reasonably sufficient to permit Grizzly BB's Designated Agent to contact the complaining party, such as a postal address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (5) The statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (6) A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you send your claim via email, you must put "DMCA Infringement Notification" in the subject line of the email. The above address for Grizzly BB's Designated Agent is intended only for notifications and any related correspondence regarding claims of copyright infringement for the Grizzly BB Site. Correspondence pertaining to other matters will not receive a response if sent to the above Designated Agent contact information.

We will remove or disable access to any posted content for which we have received a notice of claimed copyright infringement (or, more specifically, any notification in substantial conformance with the DMCA). United States law provides significant penalties for submitting a false or fraudulent claim of copyright infringement.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ANY ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO SEVERE CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEY'S FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

If we have an accurate postal mail or email address, we will also send a notification to the User who posted the allegedly infringing content, informing him/her that the content was removed or access to it was blocked because of claimed copyright infringement. The User has a right to send us a counter-notice challenging our removal of the User's content, as described below in subsection C.

We will terminate the privileges, membership and/or account of any User who repeatedly uses the Grizzly BB Site or Services to unlawfully transmit or post copyrighted content without a license, express consent, valid defense or fair use exemption to do so. Please see the "Grizzly BB Repeat Infringer Policy" below.

B. Grizzly BB Repeat Infringer Policy

Under the appropriate circumstances we will terminate the privileges, account(s) and/or membership of users/Customers that are repeat infringers. We will review the circumstances of each situation and the decision to terminate will be at the sole discretion of our Designated Agent based on the number of complaints against that User and the overall circumstances. We generally classify a repeat infringer when we receive more than three (3) copyright infringement notifications over a period of six (6) months from the same IP Address or account. A complaint/violation will not be assessed against the User if the User has filed a counter-notice of infringement, and there are no further legal actions from the copyright owner or owner's agent.

Each User understands, acknowledges and agrees that if his or her account or membership is terminated pursuant to this DMCA Copyright Infringement Policy, the User will not attempt to establish a new account or membership under any name, real or assumed, and the User further agrees that by opening a new account for membership after being terminated pursuant to this Policy, he/she will have violated this Policy and TOU and shall indemnify and hold us harmless for any and all liability that we may incur.

C. How to Appeal the Removal of Content with a Counter-Notice If You Believe the Content Was Not Infringing

If you are a User who posted content that was removed in response to a notice of infringement and you believe that such content was removed due to a mistake or misidentification, you may request that we restore the posting or cease blocking access to the content by sending us a written communication via postal mail or email to our Designated Agent for receiving notices of infringement (see above for our

Designated Agent's contact information). This counter-notice must include substantially the following information:

- (1) **A physical or electronic signature of the owner or licensee of the removed or disabled content on the Grizzly BB Site or Service;**
- (2) **Identification of the content that has been removed or to which access has been disabled and the location on the Grizzly BB Site or Service at which the content appeared before it was removed or access to it was disabled.**
- (3) **The statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."**
- (4) **The User's full name, postal address, telephone number and email address (if applicable), and the statement: "I consent to the jurisdiction of the Federal District Court for the district in which my address is located," or if the User's address is outside of the United States, for any judicial district in which Grizzly BB or our appropriate subsidiary may be found, and that the User will accept service of process from the person who provided notification of copyright infringement under 17 U.S.C. § 512(c)(1)(C) or an agent of such person.**

When we receive a counter-notice that complies with these requirements, we will forward it to the person who submitted the original claim of copyright infringement. Please note that when we forward the counter-notice, it will include your Personal Information. **By submitting a counter-notification, you consent to having your Personal Information revealed to a third party.**

We also reserve the right, but not the obligation, to restore the content that was removed or to allow access to the content. As stated in this Agreement, we can at our discretion **remove any content for any purpose at any time.** If we receive a counter-notice from the User that posted the content subject to a claim of copyright infringement, we will take the following actions: (a) We will forward a copy of the counter-notice to the person who sent the notice of infringement and inform him/her that the removed content may be restored or we may allow access to the material in ten (10) business days; and (b) If during those 10 business days, the person who sent the original notice of infringement notifies us that he/she has filed an action seeking a court order to restrain the User from infringing activity relating to the content on our Services, we will not restore or allow access to the content. (c) Otherwise, we may restore the content and allow access at our sole discretion.

However, as a User, you acknowledge, understand and agree that we generally retain the right to modify, move, remove, block access to, replace or decline to restore content at any time for any reason without notice to or any liability to the posting User.

Please contact us at frontdesk@cybernet1.us if you have any questions regarding this DMCA Copyright Repeat Infringer Policy. **Do NOT send notices of infringement to this email address, see the above contact information for our DMCA Designated Agent.**

6. Prohibited Uses

You may not use the Grizzly BB Site to break the law, violate an individual's privacy, infringe our or any person or entity's intellectual property or any other proprietary rights, or encourage or induce anyone else to do the same. You may use the Site only for lawful purposes and in accordance with this Agreement. You agree not to:

- Use the Grizzly BB Site in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Use any device, software or routine that interferes with the proper function, security, or availability of the Grizzly BB Site;
- To impersonate or attempt to impersonate Grizzly BB, a Grizzly BB employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names or social networking IDs associated with any of the foregoing) via the Grizzly BB Site;
- Engage in unauthorized "scraping" or "spidering," or harvesting of Personal Information, or use any unauthorized automated means to compile information; and
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Grizzly BB Site, or which, as determined by us, may harm Grizzly BB, the Grizzly BB Site, or Users of the Grizzly BB Site, or expose Grizzly BB or Users to liability.

7. Indemnity

All the things you do and all the information you submit to the Grizzly BB Site remain your responsibility. Specifically, you agree to hold Grizzly BB, the Grizzly BB Site, our Affiliates, officers, directors, shareholders, employees, agents, representatives, Operational Service Providers, and licensors harmless from and defend each of them against any claims, costs, damages, losses, expenses, government investigations or enforcement, and any other liabilities, including attorneys' fees and costs, arising out of or related to your access to or use of the Grizzly BB Site, your violation of this Agreement, and/or your violation of the rights of any third party or person.

8. No Warranties

The Grizzly BB Site is provided "as is" and without warranty of any kind. To the maximum extent permitted by law, Grizzly BB, our Affiliates and Operational Service Providers disclaim any and all warranties, express or implied, including (but not limited to) implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, or any other warranty, condition, guarantee or representation, whether oral or electronic. You understand, acknowledge and agree that you are solely responsible for any damage to your computer or mobile device or loss of use. We do not guarantee that the Grizzly BB Site will always work properly.

9. Limitation of Liability

We shall not be liable for any special, consequential, indirect, incidental, punitive, reliance, or exemplary damages, whether in tort, contract, or any other legal theory, arising out of or in any way connected with this Agreement or your use of or attempt to use the Grizzly BB Site, including but not

limited to damages for lost profits, goodwill, use, or loss of data. This limitation of liability shall not be affected even if we have been advised of the possibility of such damages. Some states do not allow for the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the above exclusions may not apply to you. You may have other rights that vary from state to state.

You agree to release us, our Affiliates, Operational Service Providers, and each associated director, officer, employee, shareholder, agent, and representative, from claims, demands and damages (actual and consequential), of every kind and nature, known and unknown, disclosed or undisclosed, arising out of or in any way connected to your use of the Grizzly BB Site.

10. Governing Law

The headings in this Agreement are for convenience and do not control any of its provisions.

Any claim or dispute between you and us arising out of or relating to this Agreement, in whole or in part, shall be governed by the laws of the State of Washington without respect to its conflict of laws provisions. We agree and you agree to submit to the personal jurisdiction and venue of the state courts located in Skagit County, Washington and the federal courts located the closest to Hamilton, Washington.

11. Severability and Enforcement

If any provision of this Agreement is held invalid or unenforceable, that provision will be modified to the extent necessary to render it enforceable without losing its intent. If no such modification is possible, that provision will be severed from the rest of this Agreement.

If we do not enforce any right or provision in this Agreement, that is not to be deemed a waiver of our right to do so in the future.

12. Entire Agreement

This Agreement is incorporated by reference in the Service Agreements and such documents consist of the entire agreement between you and us concerning the Grizzly BB Site. It supersedes all prior or contemporaneous agreements between you and us.

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