NoaNet Community Broadband

Residential Internet Terms of Service ("TOS") – Effective May 2026

1. Service Overview

NoaNet Community Broadband provides retail internet services over fiber infrastructure owned by local public partners. Infrastructure construction, maintenance, and certain network equipment may be managed by those partners.

Service availability, speed tiers, and pricing are subject to network capability and the selected service plan at the service address.

By selecting "I Agree," you acknowledge that you are subscribing to internet service provided by NoaNet Community Broadband.

2. Relationship Between Infrastructure Owner and ISP

Fiber infrastructure and certain network equipment at the premises may be owned and maintained by a local infrastructure partner (such as a public utility district or community broadband operator).

NoaNet Community Broadband provides:

- Internet service delivery
- Customer billing and account management
- Customer support services

Service delivery depends on both the underlying fiber infrastructure and NoaNet Community Broadband's service platform.

3. Service Activation

Service activation is subject to:

- Completion of fiber drop and Optical Network Terminal (ONT) installation
- Network readiness and provisioning
- Customer account setup

Activation dates are estimates and may vary based on construction schedules, technician availability, or network readiness.

4. Billing & Payment

Internet service is billed monthly in advance.

Customers agree to:

- Pay all charges in accordance with published billing terms
- Maintain accurate billing information
- Provide a valid payment method if enrolled in auto-pay

Failure to pay may result in service suspension or termination in accordance with NoaNet Community Broadband billing policies.

5. Equipment

The fiber drop and Optical Network Terminal (ONT) installed at the premises remain the property of the infrastructure owner.

Customer agrees not to:

- Remove, relocate, tamper with, or modify installed network equipment
- Interfere with fiber facilities or network infrastructure

Any NoaNet Community Broadband–provided router or customer premises equipment may remain the property of NoaNet Community Broadband unless otherwise specified.

Equipment must be returned upon termination if applicable.

6. Acceptable Use

Customers agree to use the service in compliance with all applicable laws and regulations.

Prohibited uses include:

- Illegal activity
- Network abuse or interference
- Unauthorized access attempts
- Distribution of malicious software

NoaNet Community Broadband reserves the right to suspend service for violations of this policy.

7. Service Interruptions

Service may be temporarily interrupted due to:

- Scheduled maintenance
- Emergency repairs
- Weather events
- Third-party damage to infrastructure
- Utility outages or power disruptions

NoaNet Community Broadband will make reasonable efforts to restore service as quickly as possible.

8. Speed & Performance

Internet speeds are delivered over fiber infrastructure on a **best-effort basis** and may vary depending on:

- Customer equipment
- Wi-Fi environment
- Network congestion
- External internet conditions

Wired connections typically provide more consistent performance than wireless connections.

9. Customer Responsibilities

Customers agree to:

- Provide reasonable access to installed equipment when necessary
- Maintain electrical power to the ONT
- Protect installed infrastructure from damage
- Promptly report service issues

Interior wiring beyond the ONT is the responsibility of the customer unless otherwise arranged.

10. Service Termination

Customers may cancel service subject to applicable notice requirements.

NoaNet Community Broadband may suspend or terminate service for:

- Nonpayment
- Acceptable Use violations
- Fraud or misuse

Outstanding balances remain the responsibility of the customer.

11. Limitation of Liability

NoaNet Community Broadband is not responsible for indirect, incidental, or consequential damages resulting from service interruptions, delays, or performance limitations, except where required by law.

12. Modifications

NoaNet Community Broadband may update these terms periodically.

Updated terms will be posted in the customer portal or website. Continued use of the service constitutes acceptance of updated terms.

13. Privacy Policy

NoaNet Community Broadband respects the privacy of its customers and is committed to protecting personal information.

Information collected from customers may include:

- Name and contact information
- Service address
- Billing and payment information
- Service usage data necessary for network operation

This information is used to:

- Provision and maintain internet service

- Process billing and payments
- Provide customer support
- Improve network performance

Customer information is not sold. It may be shared with trusted service providers or infrastructure partners solely for purposes necessary to deliver and maintain broadband services.

Customer Proprietary Network Information (CPNI)

NoaNet Community Broadband complies with applicable Federal Communications Commission (FCC) rules regarding the protection of Customer Proprietary Network Information (CPNI).

CPNI includes information related to the quantity, technical configuration, type, destination, location, and amount of use of telecommunications and broadband services subscribed to by a customer, as well as information contained in customer bills.

NoaNet Community Broadband uses CPNI solely for purposes permitted under FCC rules, including:

- Provisioning and delivering broadband services
- Billing and account management
- Customer support and service improvement

NoaNet Community Broadband does not disclose CPNI to third parties except:

- As required to provide service
- As required by law
- With customer approval where applicable

Access to CPNI is restricted to authorized personnel, and NoaNet Community Broadband maintains internal policies, controls, and training to safeguard customer information.

Payment Information & Third-Party Processing

NoaNet Community Broadband does not store or process customer credit card information directly.

Payment transactions are securely processed by a third-party payment processor (Stripe), which maintains industry-standard security and compliance practices, including applicable PCI standards.

Customer account, billing, and service management functions are supported by secure third-party systems. NoaNet Community Broadband requires all service providers handling customer data to maintain appropriate security controls and data protection practices.

14. Network Management / Open Internet

NoaNet Community Broadband supports an open internet.

The network is managed using reasonable practices designed to:

- Maintain reliable service for all customers
- Protect network security and integrity
- Prevent malicious activity or abuse
- Ensure fair network performance

NoaNet Community Broadband does not intentionally block lawful content, applications, or services, subject to reasonable network management and legal requirements.

15. Force Majeure

NoaNet Community Broadband shall not be liable for service interruptions caused by events beyond reasonable control, including:

- Natural disasters
- Severe weather
- Power outages
- Fiber cuts caused by third parties
- Government actions
- Labor disputes

NoaNet Community Broadband will make reasonable efforts to restore service promptly following such events.

16. Billing Policies and Account Status

Internet service is billed **monthly in advance** according to the established billing cycle.

Customers may enroll in auto-pay through the customer portal.

Billing policies may include:

- Invoice generation at the start of each billing cycle
- Grace periods before accounts become past due
- Reminder notifications for unpaid balances
- Service suspension for accounts that remain unpaid after notice

Customers will receive notification before any service suspension occurs.

17. Washington State Consumer Protections

NoaNet Community Broadband operates in accordance with applicable Washington State consumer protection laws.

Customers will receive notice of:

- Changes to pricing or service terms
- Planned maintenance affecting service availability
- Updates to these Terms of Service

Customers may contact customer support with questions regarding service policies or consumer rights.

18. Governing Law

These Terms of Service are governed by the laws of the **State of Washington**.

Acknowledgment

By using NoaNet Community Broadband's Fiber Internet Service, you confirm that you have read, understand, and accept these Terms of Service.