

## Arvig® WiFi TV Terms of Service

Arvig WiFi TV is a subscription streaming TV service offered exclusively to customers who receive internet delivered by Arvig. The Arvig WiFi TV app provides authenticated users access to live, DVR and on-demand content (collectively "Content") via a customer-owned streaming media device.

Arvig Enterprises, Inc., a Minnesota-based company provides services under the Arvig® brand ("Company"), licenses the Arvig WiFi TV service and App to you and grants you access to the Arvig WiFi TV service (the App and the Arvig WiFi TV service being collectively "the Service"), conditioned upon your acceptance of these Terms of Service and End User License Agreement (the "Agreement").

BY CLICKING "I AGREE" OR "ACCEPT" OR BY DOWNLOADING, INSTALLING, USING, VISITING OR BROWSING ON THE APP OR SERVICE, YOU AGREE: (A) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO ITS TERMS; (B) THAT YOU ARE 18 YEARS OF AGE OR OLDER; (C) THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO THE COMPANY PRIVACY POLICY; (D) THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO THE COMPANY CUSTOMER APPLICATION; and (E) THAT YOU HAVE READ AND UNDERSTAND AND AGREE TO THE COMPANY TERMS OF SERVICE AGREEMENT. THIS AGREEMENT IS ALSO AN APPENDIX TO THE COMPANY CUSTOMER APPLICATION FOR CUSTOMERS PURCHASING ARVIG WIFI TV SERVICE AND IS INCORPORATED THEREIN. IN THE EVENT OF A CONFLICT, THE COMPANY CUSTOMER APPLICATION SHALL CONTROL. PLEASE CAREFULLY READ THIS AGREEMENT, THE COMPANY PRIVACY POLICY, AND THE COMPANY CUSTOMER APPLICATION TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

If at any time after reviewing or using the Service you wish to terminate the Service and this Agreement, you must cancel your Subscription as provided below and uninstall and remove the App from your Device, and delete any copy of the App in your possession. You agree that Information collected from you or your Device before you un-install, remove or cease to use the App can still be used.

Company may from time to time change this Agreement. Revisions shall be effective immediately; provided, however, for existing Users, such revisions will be effective 30 days from posting, unless otherwise stated. You will be deemed to have agreed to any such modification or amendment by your decision to continue using the Service and App following the date in which the modified or amended Agreement is made available through the Service, App or [www.arvig.com](http://www.arvig.com) and [fibernetmonticello.com](http://fibernetmonticello.com).

**Privacy.** Collection and use of your information is addressed In the Company Privacy Policy the terms of which are incorporated herein ([arvig.com](http://arvig.com) and [fibernetmonticello.com](http://fibernetmonticello.com)).

**Definitions.** (a) "Company," "We," "Our" and "Us" mean Arvig, a Minnesota-based corporation offering services under the Arvig brand and its subsidiaries agents, employees, successors and assigns; (b) "Service" means the Arvig WiFi TV service and App collectively; (c) "App" means the Arvig WiFi TV application, any website software, components, data or services provided In connection with the Company TV application, and any updates to these Items; and (c) "You" and "Your," or "User" mean the Customer as defined In the Services Agreement, or any individual who downloads or uses the App and any person or entity represented by that individual.

**The Service.** By subscribing to the Service, you receive access to and use of: (i) certain software, intellectual property rights and technology owned or operated by us (including, for example, applications that are hosted or downloaded, accessories, tools, features and/or functionality related to and/or made available by us); (ii) our websites and applications, including but not limited to, the App; (iii) the Content that is accessible to you (including, but not limited to transaction and subscription video or programming, advertising, and/or other content); (iv) any and all other products and/or services accessed, provided, used or otherwise made available to you, including additional technology, software, documentation, features, functionalities, content, updates, upgrades, bug fixes or enhancements used in connection with the use of, or otherwise related to the Service, (v) updated versions of the App, Service and related third party software, which may be provided to you at any time and you agree to accept without further notice; and all other information and related documents provided to User by or on behalf of the Company.

**Use of the Service.** You must receive internet delivered by Arvig and subscribe to the Service. Individuals under the age of 18, or applicable age of majority, may utilize the Service only with the consent or involvement of a parent or legal guardian, under such person's Service account and otherwise subject to this Agreement. Cancellation of internet service delivered by Arvig will also result in cancellation of Arvig WiFi TV service.

You must provide a compatible streaming media device to access the Service and App. Visit [arvig.com](http://arvig.com) or [fibernetmonticello.com](http://fibernetmonticello.com) for the latest list of streaming media devices compatible with the Service. By using the Service and App, you agree to look solely to the entity that manufactured and/or sold you the device for any issues related to the device and its compatibility with the Service.

You understand that the Service may include, and the App may allow you to access Content that may be considered offensive, indecent, explicit, or otherwise objectionable. This Content may or may not be identified as being objectionable including but not limited to, explicit language or imagery. Company shall have no liability to you for such Content. Any content descriptions, genres, or other categories are provided for your convenience, and Company does not guarantee their accuracy or assume any obligation to provide same. You understand that video content resolution is affected by many factors, and as a result no specific resolution is guaranteed.

**Your Profile.** You may create one or more Profiles on the App. Profiles allow various household members to personalize their Content, recommendations and watch histories. Even if you create multiple Profiles, they are accessible, modifiable and may be deleted by anyone using the App; therefore, you should inform household members if you do not desire for them to edit, delete or modify your Profile.

**Your Arvig WiFi TV Subscription.** The Service includes different subscription packages for which payment of a subscription fee is required to access Content available as part of those packages. You can find the specific details regarding your subscription package at any time by visiting [www.my.arvig.com](http://www.my.arvig.com) and logging into your account.

Your Arvig WiFi TV subscription to the Service will continue month-to-month until you cancel your subscription, or we terminate it ("Subscription"). Billing and payment for the Service will be conducted in accordance with the terms of the Company Services Agreement (to which this Agreement is incorporated into as Appendix A). You may cancel your subscription at any time, and you will continue to have access to the Service through the end of your monthly billing cycle. You may cancel at any time by calling 888.992.7844 (Arvig) or 763.314.0100 (FiberNet Monticello).

Pricing for the Service, and any aspect thereof may be changed at any time in Company's sole discretion. You will be notified of price changes 30 days prior to them taking effect.

**Content and Programming.** There are many factors that can affect the cost and availability of programming. We may add, delete or otherwise change our program packaging, selection, pricing and/or any other factor or aspect of the Service, or the way we offer the Service, at any time for any reason in our sole discretion. Some programming and sports events may be blacked out in your area. These blackout restrictions are determined by third parties other than Company and Company is not responsible for same. Some programming may be unavailable for certain features of the Service. Certain portions and aspects of the Service may be accessed and used only at the physical address in which the internet service delivered by Arvig is provided (the "Premises" as defined in the Company Service Agreement). For example, certain live programming may not be available within the App outside of the Premises. We may use any technology available to us to verify your geographic location in order to provide the Services and implement these restrictions.

The Service and App are intended for non-commercial use only. You may not use the Service or App for viewing in areas open to the public, or in commercial area, regardless of whether a viewing fee is charged. You are not permitted to use any of our trademarks.

The number of devices available for use and the maximum simultaneous streams allowed may change from time to time at our discretion. By default, we include one (1) simultaneous stream and ten (10) cloud DVR storage hours per household. Additional streams and cloud DVR storage may be purchased by visiting [www.my.arvig.com](http://www.my.arvig.com).

**Update and Testing.** We update and test the Service, including the content library, on a continuous basis. You understand that by using the Service, you agree to be included in such testing without notice. Testing may be done to any aspect of the Service, and may include, but not be limited to: service level, the App, the website, user interfaces, plans, promotional features, availability of content, delivery and pricing.

**License and Restrictions.** Subject to the restrictions set forth herein, Company grants you a personal, revocable, non-exclusive, non-transferable, limited right to install and use the App on customer owned streaming media device, mobile device(s) or other computing device(s) that are owned and controlled by you ("Your Device"), and to access and use the App on your Device solely for accessing the Service and viewing Content, strictly in accordance with the terms and conditions of this Agreement, and all applicable local, national, and international laws and regulations.

You may not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App, for any purpose; (b) modify, adapt, improve, or create any derivative work from the App or Content; (c) violate any applicable laws, rules or regulations in connection with your access or use of the App or Content; (d) remove or alter any copyright or trademark notice of Company or its collaborators, suppliers or licensors; (e) use the App or Content in a manner intended to generate revenue directly from such use, or use the App for any other purpose for which it is not designed or intended; (f) enable the use of the App on a device that is not Your Device; (g) enable access to or use of Content on a device that is not Your Device; (h) make the App or Content available over a network; (i) use the App or Content to develop, design or create any service designed to replace or be used in connection with the Service or the App, product or software offered by Company or its licensors; (j) use any proprietary information or intellectual property of Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the App; (k) circumvent, disable or tamper with the App or the Content; (l) reproduce, archive, retransmit, distribute, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the App or Content; or (m) use the Service in any manner not intended by this Agreement, in Company's sole discretion. You agree to abide by the rules and policies established by Company at any time.

**Intellectual Property.** The App (including its source and object code), any copies thereof (whether or not present on your Device), the Service, and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are the property of Company or its collaborators, licensors, or suppliers. The source and object code of the App are the proprietary and confidential information of Company and its collaborators, licensors and suppliers. Title to the App and Service shall remain with Company. The App is licensed, not sold, to you. Company and its collaborators, licensors, and suppliers reserve the right to change, suspend, terminate,

remove, impose limits on the use of or access to, disable access to the App or Service, or require the return of the App (or any copy thereof), at any time without notice and will have no liability for doing so. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to the App or Service by any legal theory, including but not limited to implication and estoppel. All rights in and to the App and Service not expressly granted in this Agreement are hereby reserved and retained by Company. These obligations survive termination of this Agreement.

**Arvig® Marks.** "Arvig Wi-Fi TV," related logos, product and service names, design marks and slogans are trademarks and service marks (The "Arvig Marks") are owned by and used under license from Company. You are not authorized to use the Arvig Marks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason. These obligations survive termination of this Agreement.

**Open Source Software and Third-Party Services.** The Service or App may include third-party software that is subject to open source license terms ("Open Source Software"). You acknowledge and agree that your right to use such Open Source Software is subject to and governed by the terms and conditions of any applicable license to the Open Source Software (the "Open Source License Terms"). In the event of a conflict between the terms of this Agreement and the Open Source License Terms, the Open Source License Terms shall control.

The Service or App may allow you to access certain internet services and, products, websites, advertisements, and content from advertisers, publishers, vendors and other third-parties that is provided by third-parties for which you may have a separate relationship directly with such third-parties ("Third-Party Services"). You agree that Company shall bear no responsibility for such Third-Party Services or your continued access to them via the Service. You are responsible for any fees for Third-Party Services that result from your access to or use of them. You hereby represent and warrant that you have the necessary rights to access and use such Third-Party Services through the Service and that your use of the Third-Party Services is in compliance with the terms of use applicable to such Third-Party Services. Company reserves the right to restrict your access to and use (or misuse) of the Third-Party Services, or deny access to any Third-Party Services otherwise accessible through the Service or App. Company shall have no liability to you arising out of or in connection with same.

**GOVERNING LAW; ARBITRATION.** This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflict of laws principles. THE PARTIES AGREE THAT ANY CONTROVERSIES, CLAIMS OR DISPUTES ARISING BETWEEN CUSTOMER AND COMPANY, WHETHER IN TORT OR IN CONTRACT, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, OR THE SERVICES PROVIDED, WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, EQUIPMENT, SERVICE OR ADVERTISING PROVIDED BY THE COMPANY. ADDITIONALLY THE PARTIES AGREE NOT TO PURSUE ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT ON A CLASSWIDE BASIS. THE PARTIES AGREE THAT ANY ARBITRATION RELATED TO OR ARISING OUT OF THIS AGREEMENT WILL BE SOLELY BETWEEN YOU AND THE COMPANY (NOT BROUGHT ON BEHALF OF OR TOGETHER WITH ANOTHER INDIVIDUAL'S CLAIM). SUCH ARBITRATION SHALL BE BEFORE A PANEL CONSISTING OF THREE (3) ARBITRATORS AT A LOCATION IN THE GREATER JACKSON, MISSISSIPPI METROPOLITAN AREA. SUCH ARBITRATION SHALL BE BINDING UPON BOTH CUSTOMER AND COMPANY AND SHALL BE CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS RULES, INCLUDING THE SELECTION OF THE ARBITRATORS, WHICH SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE RULES OF THE AAA. THE AWARD RENDERED BY THE ARBITRATORS SHALL BE FINAL, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES FURTHER AGREE THAT THE PREVAILING PARTY IN SUCH ARBITRATION SHALL BE ENTITLED TO RECOVER THE COSTS OF SUCH ARBITRATION FROM THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS FEES.

**REASONABLE ATTORNEYS' FEES.** THIS AGREEMENT TO ARBITRATE SHALL BE SPECIFICALLY ENFORCEABLE UNDER APPLICABLE LAW IN ANY COURT HAVING JURISDICTION THEREOF. PROVIDED, HOWEVER, COLLECTION MATTERS OF \$1,500 OR LESS IN ALLEGED VALUE (BEFORE COSTS, INTEREST AND ALLOWABLE ATTORNEYS' FEES, IF ANY) FOR SERVICE MAY BE FILED IN ANY COURT WITH JURISDICTION THEREOVER AND THERE TRIED BY ANY PARTY, UNLESS COUNTER-CLAIMS OR OTHER CLAIMS IN AN AMOUNT IN EXCESS OF \$1,500 (SUBJECT TO THE SAME EXCLUSIONS) ARE ASSERTED BY ANY PARTY. IN THE LATTER CASE, THE ENTIRE MATTER AND ALL CLAIMS BEFORE THE COURT SHALL BECOME SUBJECT TO BINDING ARBITRATION HEREUNDER UPON WRITTEN REQUEST OF ANY PARTY FILED WITH THE COURT WITHIN THIRTY (30) CALENDAR DAYS OF ACTUAL NOTICE OF THE FILING OF SUCH COUNTER-CLAIMS OR OTHER CLAIMS. TO THE EXTENT ALLOWED BY LAW, THE PARTIES WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

**No Warranties.** YOU ACKNOWLEDGE AND AGREE THAT THE APP AND SERVICES, INCLUDING ALL CONTENT CONTAINED THEREIN OR ACCESSED THEREBY, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROHIBITED BY LAW, COMPANY AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTEES REGARDING THE APP AND SERVICE, WHETHER ORAL, EXPRESS,

IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS AGREEMENT, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. COMPANY AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE APP OR SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE APP OR SERVICE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS OR ERROR-FREE; (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE APP OR SERVICE WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (iv) ANY ERRORS IN THE APP OR SERVICE WILL BE CORRECTED OR THAT THE APP OR SERVICE WILL BE MAINTAINED. YOU ACKNOWLEDGE THAT THE APP IS NOT INTENDED FOR USE WHEN THE PERFORMANCE OF, USE OR MISUSE OF, FAILURE OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APP COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY, OR ENVIRONMENTAL DAMAGE. COMPANY AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS DO NOT WARRANT THAT THE APP OR SERVICE WILL BE COMPATIBLE OR INTEROPERABLE WITH YOUR DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE INSTALLED ON OR USED IN CONNECTION WITH YOUR DEVICE. FURTHERMORE, YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON YOUR DEVICE. YOU ASSUME ALL NECESSARY EXPENSES ASSOCIATED WITH SERVICE AND REPAIR TO YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT COMPANY AND ITS COLLABORATORS, SUPPLIERS AND LICENSORS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED, RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Limitation of Liability.** COMPANY'S LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE ACCESS AND/OR USE OF THE SERVICES, OR ANY CONTENT PROVIDED VIA THE SERVICES, THE ACTS OR OMISSIONS OF ANY THIRD PARTY, WHETHER OR NOT COMPANY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER OR NOT CAUSED BY COMPANY'S NEGLIGENCE, OR ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

**Indemnification.** YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES) BY, OR ON BEHALF OF YOU OR ANY THIRD PARTY OR USER OF THE SERVICES, RELATING TO OR ARISING OUT OF: (i) YOUR ACCESS AND USE OF THE APP, SERVICE OR EQUIPMENT; (ii) YOUR BREACH OF THIS AGREEMENT OR VIOLATION OF LAW (iii) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iv) YOUR VIOLATION OF THE RIGHTS OF A THIRD PARTY. THESE OBLIGATIONS SURVIVE TERMINATION OF THIS AGREEMENT.

YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT AND YOU AGREE TO REIMBURSE COMPANY FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEY'S FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

**MISCELLANEOUS.** The following provisions survive termination of this Agreement:

**Consent to Electronic Contact.** It is important that Company be able to contact you from time to time. If you agree to give Company an email address (your "Primary Email Address"), then you are consenting to the receipt of emails from Company at Customer's Primary Email Address for any purpose relating to this Agreement. Customer also agrees that Company may call or SMS text Customer at the phone numbers Customer supplies Company and Customer agrees that calls or text may be made using any method including autodialing equipment, an artificial or recorded voice, or email messages sent to a wireless device. If your wireless provider charges you for text or email messages you are responsible for any such charges.

**Customer Service and Support.** Access our support website to find help with your Arvig WiFi TV service at [arvig.net](http://arvig.net) or [fibernetmonticello.com](http://fibernetmonticello.com). We invite you to submit your product feedback at [arvig.net](http://arvig.net) or by email to [marketing@arvig.com](mailto:marketing@arvig.com).

**Waiver.** Except as provided herein, the failure to exercise a right or require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute waiver of any subsequent breach.

**Third Party Beneficiaries.** Except as explicitly provided in this Agreement or in its incorporated agreements, nothing contained in this Agreement is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person. You may not transfer your rights or obligations under this Agreement. Any attempted transfer by you shall be null and void. Company may assign this Agreement without restriction.

**Notice and Takedown Policy.** It is the policy of Company to expeditiously respond to clear notices of alleged copyright infringement. Company has designated the following agent to receive notifications of claimed infringement at the address set forth below:

Arvig:

150 Second Street SW, Perham, MN 56573  
Attn: Joel Smith, E-mail: [Joel.Smith@arvig.com](mailto:Joel.Smith@arvig.com)

**Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement.

**Agreement.** Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement.

This Agreement shall be effective until terminated. Company may, in its sole and absolute discretion, at any time and for any or no reason, disable the App, or suspend or terminate this Agreement and the rights afforded to you hereunder, with or without prior notice or other action by Company. Upon the termination of this Agreement, you shall cease all use of the App and uninstall the App from your Device, and delete any copy of the App in your possession. Company will not be liable to you or any third party for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Company may have, now or in the future. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services.

**Entire Agreement.** This Agreement, and documents incorporated herein by reference, constitute the entire agreement with respect to the use of the App and Service and supersedes all prior or contemporaneous understandings regarding such subject matter.