

## Terms of Service - MyCloud Always-on Internet

| Term  | Description  |
|---|--|
| Backup-Use Only Policy                        | This wireless internet service is intended solely as a failover connection, not as a primary internet source. The customer agrees to use the service only during outages or disruptions affecting their primary connection.  |
| Usage Monitoring & Fair Use Enforcement       | All data usage may be monitored to ensure compliance with backup-only guidelines. Excessive or continuous usage indicating primary-service replacement may be considered abuse and subject to service review.  |
| Prohibited Primary Use & Abuse                | Using the backup service as a full-time internet connection is strictly prohibited. Abuse includes sustained high-volume usage, continuous uptime, or intentionally routing regular traffic through the backup device. Violations may result in immediate service termination. |
| Service Termination for Abuse                 | If the provider determines that the service has been misused or operated outside backup-only parameters, service may be terminated without refund. Termination decisions remain at the provider's sole discretion.   |
| Device Return Requirement                     | If the service is canceled or terminated for any reason, the customer must return the wireless backup device in good working condition within the specified return period. Failure to return the device may result in replacement or non-return charges.                       |
| Device Ownership & Condition                  | The backup device remains the property of the provider unless explicitly purchased. Customers are responsible for maintaining the device in working order and protecting it from damage, loss, or unauthorized alteration.   |
| Network Availability & Performance Disclaimer | Wireless backup speeds and performance may vary based on coverage, network congestion, and environmental factors. The provider does not guarantee any specific speed or uptime and is not liable for performance variations inherent to wireless networks.                     |
| Billing & Fees                                | Service fees are billed monthly. Charges may include plan fees, device fees, taxes, or surcharges. Early termination fees or device replacement charges may apply if the device is not returned or is damaged.   |
| Acceptable Use & Legal Compliance             | The customer agrees not to use the backup service for unlawful activities, bandwidth-intensive applications outside of outage scenarios, or for any purpose that violates telecommunication or data-usage regulations.   |
| Service Modifications                         | The provider may update, modify, or discontinue features, pricing, or terms of the backup service. Customers will be notified of material changes, and continued use of the service constitutes acceptance of updated terms.   |