

## CELERITY FIBER WEBSITE TERMS OF USE

**Effective Date: [03/20/2026]**

These terms of use (“**Terms**”) are entered into by and between you and Celerity Fiber, LLC (“**Celerity**,” “**we**,” “**us**,” or “**our**”), and govern your access to and use of celerityfiber.com including any content, functionality, and services offered on or through the website (the “**Site**”), whether as a guest or a registered user.

Please read these Terms carefully before you start to use the Site. By using the Site or purchasing something from us, you accept and agree to be bound and abide by these Terms. If you do not agree to these Terms you must not access or use the Site.

By utilizing or visiting the Site, you are agreeing to these Terms, and represent that you are at least the age of majority in your state or province of residence. If you are the age of majority and wish to allow any of your minor dependents to use this Site, you must provide your consent and agree to be responsible for their use of the Site and compliance with these Terms. If you do not meet this requirement, you must not access or use the Site.

**Note: These Terms contain a binding arbitration provision that affects your rights under these Terms and is located below under the heading “Binding Arbitration.” YOU MAY ELECT TO OPT OUT OF ARBITRATION ONLY IN STRICT ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BINDING ARBITRATION PROVISION BELOW, INCLUDING ALL APPLICABLE DEADLINES AND REQUIREMENTS SET FORTH THEREIN.**

1. **Information Posted.**

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site or by anyone who may be informed of any of its contents.

2. **Privacy.**

To understand how we collect and use information through our Sites, please read our privacy policy available here: [Celerity Fiber Privacy Policy](#)

3. **Content on the Site.**

You may access content, information, data, text, video, audio, multimedia, or photographs and other images on the Site (the “**Content**”). This Content may be owned by us, other third parties, or other users of this Site. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, revocable, and non-assignable license to view the Content and use this Site for personal, non-commercial purposes.

Except for this limited license, we and our licensors reserve all other rights and licenses. This Site is for informational purposes only. We make no representations with respect to Content. We may not update this Site regularly, so some information may not be current. We may post follow-ups on Content, such as blog posts and news stories, and provide access to Content in an archive, but we may not update the original Content to reflect new developments. You are responsible for confirming any facts before you rely on Content found on this Site.

#### 4. **Proprietary Rights.**

We (or our licensors) own all legal right, title, and interest in and to the Site. This includes any intellectual property rights in the Site (whether or not those rights are registered, and wherever in the world those rights may exist). Trademarks used or displayed on the Site are owned by us, or by third parties other than us that offer or provide products and services on or through the Site.

We do not grant you any right to use any of our trade names, trademarks, service marks, logos, domain names, or other distinctive brand features. If we give you an explicit right to use any of these brand features in a separate written agreement, your use of these features must comply with that agreement, any applicable provisions of these Terms, and our brand guidelines as updated from time to time. You are not permitted to use any trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of any company or organization on this Site in a way that may cause confusion about the owner or authorized user of such identifying marks.

#### 5. **Products or Services.**

If applicable, you may order certain products and services through the Site. All such orders are subject to availability and any terms and conditions in effect when you place your order. Products and services and their contents, availability, and pricing are subject to change at any time with or without notice. You are responsible for reading the terms and disclaimers accompanying any products or services. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of any Service.

We reserve the right to refuse service to anyone for any reason at any time, in our sole and absolute discretion. We reserve the right to limit the sales of our products or Services to any person, geographic region or jurisdiction. We reserve the right to limit the quantities of any products or Services that we offer. We may exercise these rights on a case-by-case basis.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any content on the Site through which the Service is provided, without express written permission by us.

#### 6. **Links to this Site and Third-Party Sites.**

The Site may include links to third-party websites that we do not control, own, or operate. These Terms do not apply to third-party sites, and we are not responsible for their availability, content, products, or offerings. A link to a third-party website does not mean that we endorse that site or any product, service, or material offered on that site. You may link to this Site, but your link may not state or imply any affiliation, connection, sponsorship, or our approval of you, your enterprise, or your sites. We do not permit framing or inline linking to our Site or any part of it.

## 7. User Comments and Feedback.

The Site may contain message boards, chat rooms, personal web pages or profiles or other interactive features that allow users to post, submit, publish, display, or transmit to other users or other persons content or materials (collectively, “**User Contributions**”) on or through the Site.

We do not seek out any User Contributions and any User Contribution you post to the Site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site you grant us and our affiliates and each of their respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material. We also will not compensate you if we do use it. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, defamatory, or otherwise objectionable or violates any party’s intellectual property or these Terms of Service

## 8. Prohibited Uses.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (d) to submit false or misleading information; (e) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (f) to collect or track the personal information of others; or (g) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

## 9. Termination.

We reserve the right to terminate your use of the Site at any time, including if you fail to comply with these Terms, or any other terms, agreements, or policies that apply to this Site. We also reserve the right to change, suspend, or discontinue this Site at any time for any reason. All representations, warranties, indemnifications, and limitations of liability contained in these Terms will survive termination of these Terms. Any other obligations hereunder will also survive if they relate to the period before termination or if, by their terms, they would be expected to survive termination.

## 10. Exclusion of Warranties.

TO THE EXTENT PERMITTED BY LAW, THE SITE IS PROVIDED TO YOU “AS IS,” “WITH ALL FAULTS,” “AS AVAILABLE,” AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE AND OUR SERVICE PROVIDERS, AFFILIATES, SUBSIDIARIES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS, AND BUSINESS PARTNERS (AND EACH OF THEIR AND OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES) (COLLECTIVELY, THE “**RELEASED ENTITIES**”) CANNOT AND DO NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS

FOR A PARTICULAR PURPOSE OF THE SITE, INCLUDING ANY CONTENT OR USER CONTENT AVAILABLE THROUGH THE SITE. ALL REPRESENTATIONS AND WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AND CONTENT AVAILABLE THROUGH THIS SITE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH THIS CONTENT OR USER CONTENT. YOU RELY ON THIS SITE (OR ANY CONTENT OR USER CONTENT MADE AVAILABLE THROUGH IT) AT YOUR OWN RISK. WE AND THE RELEASED ENTITIES CANNOT AND DO NOT WARRANT THAT THE SITE WILL OPERATE WITHOUT DELAY, OR CONTINUOUSLY BE AVAILABLE, OR BE FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. WE AND THE RELEASED ENTITIES CANNOT AND DO NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS.

11. **Limitation of Liability.**

The limitations of liability in this section apply to Celerity Fiber, LLC and its parents, subsidiaries, affiliates, predecessors, successors, and assigns; each of their respective officers, directors, employees, and agents (also “we,” “us,” and “our”); and any of the Released Entities.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, IN NO EVENT WILL WE OR THE RELEASED ENTITIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OR RESULTING FROM ANY INTERRUPTION IN OR DISRUPTION TO THE SITE. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, IN NO EVENT WILL WE OR THE RELEASED ENTITIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA, LOST PROFITS, LOSS OF EARNINGS, OR LOST BUSINESS OPPORTUNITIES) (“DAMAGES”), REGARDLESS OF THE LEGAL THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, AND REGARDLESS OF WHETHER WE OR ANY OF THE RELEASED ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE GREATER OF: (A) \$2,500; OR (B) THREE (3) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE BY YOU TO US PURSUANT TO THESE TERMS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS PARAGRAPH WILL NOT APPLY TO INJURIES: (X) TO THE BODY OR PERSON; OR (Y) CAUSED BY OUR WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS.

12. **One Year Limitation Period.**

YOU WAIVE THE RIGHT TO ASSERT A CLAIM AGAINST US MORE THAN TWELVE (12) MONTHS AFTER THE FIRST EVENT OR FACT THAT GIVES RISE TO THE CLAIM.

### 13. **Binding Arbitration.**

Any Dispute (as defined below in these Terms) involving you and Celerity shall be resolved through individual arbitration. In arbitration, there is no judge or jury, and there is less discovery and appellate review than in court. This Section 13 (the “**Arbitration Provision**”) shall be broadly interpreted.

**Definitions.** The term “**Dispute**” means any and all claims or controversies related to this Site, these Terms, and our relationship with you, including but not limited to any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims or controversies that arose before these Terms or any prior agreement; (3) claims or controversies that arise after the expiration or termination of these Terms; and (4) claims or controversies that are the subject of purported class, collective, or representative action litigation. As used in this Arbitration Provision, “**Celerity**” means Celerity Fiber, LLC and any of its parents, subsidiaries, and other affiliates, each of their respective predecessors, successors, and assigns, and each of their respective officers, directors, employees and agents; and “**you**” means you and any users or beneficiaries of your access to this Site.

**Exclusions. NOTWITHSTANDING THE FOREGOING, DISPUTES RELATING TO THE SCOPE, VALIDITY, OR ENFORCEABILITY OF THIS ARBITRATION PROVISION WILL NOT BE SUBJECT TO ARBITRATION.**

**Right to Sue in Small Claims Court.** Notwithstanding anything in this Arbitration Provision to the contrary, either you or we may elect to have a Dispute heard in a small claims court if the claim(s) underlying the Dispute is not aggregated with the claim(s) of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court.

**Right to Opt Out.** IF YOU DO NOT WISH TO ARBITRATE DISPUTES, YOU MAY DECLINE TO HAVE YOUR DISPUTES WITH CELERITY ARBITRATED BY NOTIFYING CELERITY IN WRITING WITHIN 30 DAYS OF YOUR FIRST ACCESS TO OR USE OF THIS SITE. ANY SUCH WRITTEN NOTIFICATION TO CELERITY MUST INCLUDE YOUR NAME, ADDRESS, AND ACCOUNT NUMBER (IF YOU ARE A CELERITY SUBSCRIBER) OR TELEPHONE NUMBER (IF YOU ARE NOT A CELERITY SUBSCRIBER), AND A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH CELERITY THROUGH ARBITRATION. YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH CELERITY OR YOUR USE OF THIS SITE OR SERVICES PROVIDED BY CELERITY. ANY OPT-OUTS SUBMITTED AFTER THIS 30-DAY PERIOD WILL NOT BE EFFECTIVE AND ALL DISPUTES WITH US WILL BE ARBITRATED. IF YOU HAVE PREVIOUSLY OPTED OUT OF ARBITRATION WITH CELERITY, YOU DO NOT NEED TO DO SO AGAIN.

**Initiation of Arbitration Proceeding/Selection of Arbitrator.** Either you or we may initiate an arbitration proceeding by opening a case with the American Arbitration Association (“AAA”) by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll free number (1-800-778-7879).

**Arbitration Procedures.** Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act. Arbitrations shall be administered by the AAA pursuant to the most recent version of its Consumer Arbitration Rules (the “AAA Rules”) as modified by the version of this Arbitration Provision that is in effect when you notify Celerity about your Dispute. You can obtain the AAA Rules from the AAA by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll-free number (1-800-778-7879). If there is a conflict between this Arbitration Provision and the rest of these Terms, this Arbitration Provision shall govern. If there is a conflict between this Arbitration Provision and the AAA Rules, this Arbitration Provision shall govern. If the AAA will not administer a proceeding under this Arbitration Provision as written, you and we shall agree on a substitute arbitration organization. If you and we cannot agree, you and we shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will administer a proceeding under this Arbitration Provision as written, applying the AAA Rules. A single arbitrator will resolve the Dispute. Unless you and we agree otherwise, any arbitration hearing will take place at a location convenient to you in the area where you reside when you notify us of your Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information. The arbitrator shall issue a reasoned written decision that explains the arbitrator’s essential findings and conclusions. The arbitrator’s award may be entered in any court having jurisdiction over the parties only if necessary for purposes of enforcing the arbitrator’s award. An arbitrator’s award that has been fully satisfied shall not be entered in any court.

**Waiver of Class, Collective, and Representative Actions/Relief.** THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED (I) ON A CLASS ACTION, COLLECTIVE ACTION, OR OTHER JOINT OR CONSOLIDATED BASIS, OR (II) ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM AND THE ARBITRATOR MAY NOT AWARD RELIEF FOR OR AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A PARTY. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THIS WAIVER OF CLASS, COLLECTIVE, OTHER JOINT OR CONSOLIDATED, OR REPRESENTATIVE ACTIONS AND RELIEF IS AN ESSENTIAL PART OF THIS ARBITRATION PROVISION AND CANNOT BE SEVERED FROM IT. THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION ARE NOT ESSENTIAL PARTS OF THIS ARBITRATION PROVISION AND CAN BE SEVERED FROM IT BY A COURT OF COMPETENT JURISDICTION.

**Arbitral Fees and Costs.** If your claim seeks more than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be governed by the AAA Rules. If your claims seek less than \$75,000 in the aggregate, the payment of the AAA’s fees and costs will be Celerity’s responsibility. However, if the arbitrator finds that your Dispute was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the payment of the AAA’s fees and costs shall be governed by the AAA Rules and you shall

reimburse Celerity for all fees and costs that were your obligation to pay under the AAA Rules. You may hire an attorney to represent you in arbitration. You are responsible for your attorneys' fees and additional costs. You may only recover your attorneys' fees and costs in the arbitration if the arbitration is decided in your favor and to the extent that you could have recovered those fees in court in accordance with the law or statute(s) that apply to the case. Notwithstanding anything in this Arbitration Provision to the contrary, Celerity will pay all fees and costs that it is required by law to pay. Survival. This Arbitration Provision will survive the termination or expiration of these Terms.

**Venue and Jurisdiction.** Notwithstanding the Arbitration Provision above, if a Dispute (i) relates to a claim excluded from arbitration pursuant to the "Exclusions" section of the Arbitration Provision; (ii) is brought in small claims court pursuant to the "Right to Sue in Small Claims Court" section of the Arbitration Provision; or (iii) arises from or relates to a valid and timely opt-out of the Arbitration Provision pursuant to the "Right to Opt Out" section of the Arbitration Provision, then such Dispute shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Palm Beach County, Florida. Each party hereby irrevocably submits to the personal jurisdiction of such courts and waives any objection to the laying of venue of any such Dispute in Palm Beach County, Florida, and further waives any objection that such courts are an inconvenient or inappropriate forum.

14. **Waiver of Jury Trial.**

WHETHER IN COURT OR IN ARBITRATION, YOU AND WE AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

15. **Indemnification.**

You agree to indemnify, defend, and hold us and the Released Entities harmless from and against all claims, losses, expenses, damages, and costs (including reasonable attorneys' fees and costs) resulting from any actual or alleged breach of these Terms. We reserve the right, at our election, to assume the exclusive defense and control of any matter subject to indemnification by you, including, but not limited to, selection of outside counsel. You agree to cooperate with us in connection with our defense.

16. **About These Terms.**

To access certain services on the Site, you may be required to register. As part of any such registration process, you may be required to select a user name and a password. The information you supply during that registration process must be accurate and complete. You must preserve the confidentiality of your password. You must notify us of any known or suspected unauthorized use of your account. Do not register or attempt to access a service or the Site under another person's name. We reserve the right to reject or terminate any user name that is offensive in our sole discretion.

These Terms constitute the entire legal agreement between you and us for your use of this Site, and completely replace any prior agreements in relation to the Site.

Upon termination of these Terms for any reason, we (and our suppliers) reserve the right to delete all of your data, files, electronic messages, and other information that is stored on our (or our suppliers') servers or systems. We are not responsible for the loss of any such data.

We may decide not to enforce our rights or exercise a remedy under these Terms in a specific instance. This will not be a waiver of our rights or remedies.

Our agreement to these Terms is not for the benefit of any third party, except our parent companies, affiliates, subsidiaries, agents, predecessors, and successors in interest. Each member of the Celerity Fiber group of companies may directly enforce and rely upon any provision of these Terms.

The Terms, and your relationship with us under these Terms, will be governed by the laws of the State of Florida, without regard to its conflict of laws provisions. By using this Site, you consent to the exclusive jurisdiction and venue of the state and federal courts in Florida in all disputes arising out of or relating to these Terms or this Site that are not Disputes subject to the Arbitration Provision above.

17. **Changes to These Terms and the Site.**

We may change these Terms from time to time. We also have the right to rearrange, change, or delete the Site, any Content, and any features and functionality (in whole or in part) at any time without notice. If we do provide notice of changes, we may use any reasonable means of communication, including by email, regular mail, or postings on this Site. By continuing to use the Site after we post any changes, you accept and agree to these Terms as modified.

18. **Contact Information**

All questions about the Terms of Service should be sent to us at [legal@celerityfiber.com](mailto:legal@celerityfiber.com).