

## **Faster Cajun Networks Terms of Service**

Version 2 - Effective October 9, 2024

### OVERVIEW

This website is operated by Faster Cajun LLC. Throughout the site, the terms “we”, “us” and “our” refer to Faster Cajun LLC. Faster Cajun LLC offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our website and/or purchasing something from us, you engage in our “Services” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or made available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing our website or using any of our Services. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, then you may not access this website or use our Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of Faster Cajun Services including the use of this website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 – ONLINE TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose, nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any Terms will result in the termination of your Services.

### SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and

involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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

The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

### SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### SECTION 4 – MODIFICATIONS TO THE SERVICES AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Services.

### SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Refund and Return Policy.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected.

#### SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more details, please review our Refund and Return Policy.

#### SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party tools.

Any use by you of tools offered through this website is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 8 – THIRD-PARTY LINKS

Certain content, products, and services available via our Services may include material from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable, or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments made by you or any third-party.

#### SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through this website or by telephone, email, or any other method, is governed by our Privacy Policy. To view our Privacy Policy, please visit <http://www.fastercajun.com/Privacy.pdf>.

#### SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Services that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information on the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

## SECTION 12 – PROHIBITED USES

No user may, individually or in combination with another, undertake, plan, encourage, assist, or accomplish any unlawful, deceptive, or fraudulent activity or purpose when using the Services. This includes, but is not limited to: conduct which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or international law, order, or regulation; using the Services to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; the submission of false or misleading information; using the Services 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 Services or of any related website, other websites, or the Internet; the use of auto-dialers or predictive-dialing to dial sequentially, including rapid dialing or data pumping for the purpose of generating revenue directly or indirectly; the violation of any federal, state, or local telemarketing regulations including but not limited to the Telephone Consumer Protection Act of 1991 (“TCPA”), the Telemarketing Sales Rules (“TSR”), the Junk Fax Prevention Act of 2005, and Truth in Caller ID Act of 2009; the sending of unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints; the utilization of any form of Robocalling as defined by the Federal Trade Commission’s Telephone Sales rule (TSR) that are unlawful; use of Services for the purpose of originating spam and/or illegal robo-dialing and Caller ID spoofing; the use any unlawful form of calling utilizing pre-recorded audio or non-live-human communications; the participation in continuous or extensive chat line or conference calling; the use of an open telephone line as a monitoring, intercom, or similar service; the failure to monitor outbound call campaigns to minimize complaints which may be generated by repetitive and/or continuous messaging or calling to the same destination or number within a short period of time; the use of Services to record or monitor a phone call or other communication without securing consent from the call participants as required by applicable federal and state laws (including, as applicable, California’s Invasion of Privacy Act and similar laws); the use of extensive call forwarding or use of call forwarding or conferencing features to act as a bridge to chat lines or other conferencing facility; the operation of a business (including a home-based business, a non-profit business, governmental or any other enterprise) under a residential service account; the operation of a call center or conference line; the transmission or receipt of broadcasts over teleconferencing facilities or other means; using the Services for any obscene or immoral purpose; interfering with or circumventing the security features of the Services or any related website, other websites, or the Internet. We reserve the right to

terminate your use of the Services or any related website for violating any of the prohibited uses.

#### SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our Services will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the Services will be accurate or reliable. You agree that from time to time we may remove a service for indefinite periods of time or cancel a service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Services is at your sole risk. The Services and all products and services delivered to you through the Services are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representations, warranties, or conditions of any kind, either expressed or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Faster Cajun LLC, our members, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, but not limited to, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the Services or any products procured using the service, or for any other claim related in any way to your use of the Services or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Services or any content (or product) posted, transmitted, or otherwise made available via the Services, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 14 – TRANSPARENCY

Faster Cajun provides details on its network management practices in the company's Network Management Policy, which can be downloaded by pointing your browser to the web address <https://fastercajun.com/network-management-policy>. Faster Cajun also provides technical information on its Internet access services following FCC standard for machine-readable disclosures. You can download this information at <https://fastercajun.com/BroadbandLabels.csv>. This .csv file can be opened in most spreadsheet programs such as Excel and Google Sheets, or in any program that can open text files.

#### SECTION 15 – INDEMNIFICATION

You agree to indemnify, defend, and hold Faster Cajun LLC and our parent, subsidiaries, affiliates, members, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your use of

the Services, breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 16 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 17 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

#### SECTION 18 – REFUND AND RETURN POLICY

If you are not entirely satisfied with the Services you have purchased or any associated products, we're here to help.

**Service Refunds** - If your Service is ever disrupted for more than 24 hours, Faster Cajun LLC, at its sole discretion, may choose to refund your credit card (or original method of payment) the price you paid for Services on a pro-rated basis. If such a disruption to the Service occurs, you may submit your request for a refund to [accounts@fastercajun.com](mailto:accounts@fastercajun.com), and we will either credit the pro-rated amount to your account or we will send you an email that explains why we are not providing a refund. Upon cancellation of prepaid Services, Faster Cajun does not provide refunds and we encourage you to use your prepaid Services through the final prepaid date.

**Returns** – You have 30 calendar days to return an item from the date you received it. To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging if it was provided, and you will be required to provide the payment receipt or other proof of purchase.

**Product Refunds** – Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within 30 days, depending on your card issuer's policies.

Shipping – You will be responsible for paying for your own shipping costs for any returned item. Shipping costs are nonrefundable.

If you have any questions regarding how to return a product to us, please send your request by email to [info@fastercajun.com](mailto:info@fastercajun.com).

#### SECTION 19 – ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Services constitutes the entire agreement and understanding between you and us and govern your use of the Services, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### SECTION 20 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Louisiana, United States.

#### SECTION 21 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Services following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### SECTION 22 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [info@fastercajun.com](mailto:info@fastercajun.com).