

Google Fiber for Small Business Terms of Service

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Google Fiber equipment and services (“Services”) are provided by Google Fiber Inc., located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States, or one of its local subsidiaries (Google Fiber Inc. and its local subsidiaries are referred to below as “Google Fiber”).

The Google Fiber for Small Business Terms of Service (“Terms”) means the terms specified below and the Google Inc. [Terms of Service](#). Any references to “Google” and “Services” in the Google Inc. Terms of Service mean Google Fiber Inc. and the Google Fiber Services, respectively. In the event any terms in the Google Inc. Terms of Service conflict with any of the Google Fiber for Small Business Terms of Service, the Google Fiber for Small Business Terms of Service will control.

By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others in your business who may utilize the Services. For the rest of this document, “you” means both you and your business.

By signing up for or in any way using the Services, you agree to these Terms.

Communicating with Google Fiber

You agree to receive all communications about the Services and your account via email, including any confirmations, bills for Services and payment receipts. However, in the event that Google Fiber determines that it is necessary to contact you by other means, you also agree that Google Fiber may contact you regarding the Services through the contact information associated with your account, including by direct mail, email, telephone calls, and SMS/text messaging.

Eligibility for Google Fiber Services

Although we hope to make Google Fiber available to as many people and businesses as possible as quickly as we can, Google Fiber reserves the right to determine whether any Services are made available to a particular address.

You may be required to pay a service initiation fee, construction fee or other similar fee in connection with signing up for Services. Your payment of a service initiation fee, construction fee or any other similar fee for Services to be provided at a particular address does not obligate Google Fiber to provide any Services to a particular address. Service initiation fees, construction fees and other similar fees are subject to change. You can find more information about these fees in the [Pricing and Fee Schedule](#).

If Google Fiber determines that the address at which you receive Services is not a business address, Google Fiber may require you to transition to another type of account in order to continue receiving the Services. This transition may include an increase in fees for the Services.

Google Fiber Installation

You agree to provide Google Fiber with all necessary access to the location at the address where you sign up for Services to be installed (referred to as “your premises” below) so that the equipment necessary for you to receive the Services may be installed and configured. You agree that Google Fiber may install equipment on the exterior and interior of your premises (including affixing equipment to the outside of your building or facility) at any reasonable location. You also agree that Google Fiber may use, and that you have the necessary permissions to approve Google Fiber’s use of, existing facilities, including existing wiring in and around your premises, to complete the installation services.

If you rent or otherwise do not own your premises, you may be asked to provide written evidence that you have received all permissions necessary for Google Fiber to perform installation services. If Google Fiber incurs any costs, including attorneys’ fees, because you did not get the necessary authorization(s) for Google Fiber to install the equipment required for the Services, you are responsible for reimbursing Google Fiber for those costs.

Acceptance of these Terms does not guarantee that Google Fiber will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Services.

Construction Fees

You may be charged a fee in connection with the construction and installation of the equipment necessary to deliver the Services. Google Fiber may allow some users to pay construction fees in installments. If you cancel or make certain changes to your Service plans, or your Services are otherwise terminated due to failure to comply with these Terms, before you have paid the entire construction fee, you agree to pay the outstanding construction fee balance as of the date of such change, cancellation or termination. Construction fees are subject to change. You can find more information about these fees in the [Pricing and Fee Schedule](#).

Google Fiber Equipment

Google Fiber may provide or rent various pieces of equipment to you in connection with the Services. If you lose or damage this equipment after installation, Google Fiber may charge you a fee for replacement equipment. Equipment fees are subject to change. You can find more information about equipment fees in the [Pricing and Fee Schedule](#).

Unless explicitly stated in the [Pricing and Fee Schedule](#), Google Fiber owns all equipment provided by Google Fiber in connection with the Services. From time to time, Google Fiber may offer you equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

You authorize Google Fiber to install software upgrades on any equipment provided by Google Fiber. You also agree not to use the Google Fiber equipment for any purpose other than using the Services.

Using Google Fiber Services

You agree not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in our [Acceptable Use](#)

[Policy](#), which is incorporated into these Terms. You are responsible for all use and activity on the Services, whether such activity is undertaken by you or someone else.

If you are using the Services in a location or premises that you do not own or control (such as a multiple unit building, strip mall, office park, etc.), you may have agreements related to the Services with property owners, managers, or other third parties outside these Terms; Google Fiber is not a party to such agreements and therefore is not responsible for nor bound by such agreements.

In addition to the restrictions in Google Inc.'s [Terms of Service](#) regarding your right to use any branding or logos used in our Services, you may not use our branding or logos to market or advertise your business.

Resale and Redistribution

The Services are intended to be used by you, your employees, your customers and other users in the ordinary course of business. You agree not to resell or repackage the Services or otherwise make them available to anyone outside of your premises. If you wish to use the Services to provide Internet service to others outside of your premises, you must enter a separate agreement with Google Fiber that specifically authorizes you to do so.

Security

Google Fiber makes an effort to keep its network secure, but no network security is perfect. While Google Fiber may provide technical assistance to you, you are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. Google Fiber is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

Privacy

Google Fiber takes your privacy seriously. You understand and agree that information provided to and collected by Google Fiber in connection with the Services is subject to the [Google](#)

[Privacy Policy](#) and the Google Fiber [Privacy Notice](#). You can learn more about Google Fiber's collection and use of Fiber data [here](#).

Billing and Payment

You agree to pay any and all applicable fees for the Services you purchase, whether ordered by you, someone authorized by you or someone with access to the Services pursuant to your Google Fiber account.

Google Fiber will send all bills and other required notices by email to the address associated with your account. You may also access this information through your online Google Fiber account. You agree to pay recurring monthly service fees in advance of the billing cycle in which you will receive the Services. Google Fiber will bill one-time charges in the billing cycle following your authorization of such charges.

You authorize Google Fiber to automatically collect payments of any and all fees associated with your use of the Services from your designated payment method. Google Fiber will email a bill to the email address associated with your account. The bill will indicate the date the amount you owe will be collected via your designated payment method (which may be the same date your bill is sent if permitted by applicable laws). If payment is not received due to insufficient funds or for any other reason, Google Fiber may, consistent with applicable laws, assess late payment fees and/or suspend or terminate the Services if payment is more than thirty (30) days past due. You agree that Google Fiber is not responsible for any third party charges you may incur in connection with your Google Payments account, credit card or other payment method.

You may need to utilize Google Payments for certain payment transactions related to the Services. Your use of Google Payments is subject to the [Google Payments Terms of Service](#) and [Google Payments Privacy Notice](#), which you must accept before using Google Payments services.

Changing and Canceling Services; Termination

You may change or cancel the Services at any time, but you may be required to pay for certain construction fees that were waived as part of the Service plan you purchased. You may also be required to return some or all of the equipment. If you do not return this equipment, you may be

required to pay a replacement fee. You can find more information about construction fees and replacement fees in the [Pricing and Fee Schedule](#).

The fees for Service upgrades will be prorated based upon the Service activation date. Any Services that you downgrade will be available until the end of the billing cycle in which the downgrade request is received; no prorated credits or refunds will be issued for Services removed as part of a downgrade.

If you request cancellation of all your Services, your Services will be available until the cancellation date you select. Once your service is disconnected, a credit for the remaining portion of the current billing cycle will be applied towards any remaining balance. Your Google Fiber account will not be terminated until all billing obligations are resolved. If there is a credit balance at the time your account is terminated, it will be refunded to the last used payment method in your Google Fiber account.

If your Services included free or paid-for subscriptions to services other than those provided by Google Fiber (for example, Google Drive), Google Fiber will stop covering the costs of those services at the time your account is terminated or suspended. It will be up to you to work with the provider of those services to determine whether you wish to continue subscribing to those services and how you will pay for them.

Google Fiber reserves the right to terminate some or all of the Services it provides to you at any time, in its sole discretion, for any reason, without notice.

Commitment to Online Safety

Google Fiber is committed to online safety for minors, and Google Fiber complies with all applicable laws related to protecting minors online. This includes reporting cases of child abuse or exploitation to the National Center for Missing and Exploited Children. You can access additional information about minors' online safety by visiting www.ncmec.org or Google Inc.'s [Family Safety Center](#).

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about the Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR IN A SEPARATE AGREEMENT PROVIDED TO YOU BY GOOGLE FIBER OR AN AGENT THEREOF, NEITHER GOOGLE FIBER NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES, INCLUDING ANY EQUIPMENT PROVIDED TO YOU BY GOOGLE FIBER, ITS DISTRIBUTORS OR SUPPLIERS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTION OF THE EQUIPMENT OR SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES AND EQUIPMENT "AS IS."

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE FIBER, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE FIBER, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

WHEN PERMITTED BY LAW, GOOGLE FIBER, AND GOOGLE FIBER'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR

DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google Fiber and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

Copyright Issues

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices [here](#).