

	Policy Title: Subscriber Terms of Service	
	Department: Tidal Network	
	Approval: Approved	
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Tidal Network Subscriber Terms of Service

*These Terms of Service ("Terms") apply to all subscribers ("you" or "Subscriber") who use internet services ("Service") provided by **Tidal Network** ("TIDAL"), operated by the Central Council of the Tlingit & Haida Indian Tribes of Alaska ("Tlingit & Haida").*

By activating or using Tidal Network internet services, you confirm that you are at least 18 years of age and agree to comply with these Terms. If you do not agree to these Terms, you must not activate or use the service.

Please carefully review these Terms, as they form a binding legal agreement between you and TIDAL, outlining your rights, responsibilities, billing details, equipment usage, and other important conditions related to your internet service.

For information regarding privacy and the handling of personal data, please see our Privacy Policy.

Account Responsibility

TIDAL's internet service is intended for personal, residential use by the subscribing household. You must be at least 18 years old to subscribe and agree to these Terms. The service cannot be resold or transferred to anyone outside your household. As the account holder, you are responsible for managing your account and using it appropriately. If you notice unusual or unauthorized activity, please contact us promptly so we can help you address it.

Billing and Payment Terms

Installation and Monthly Fees: You agree to pay all applicable fees for the Service, including any one-time installation or activation charges and the recurring monthly

service charges. Service fees are typically billed on a monthly basis, in advance. Your first bill may include pro-rated charges from your Service start date plus the next month's fee. All bills will detail the charges, and payment is due by the indicated due date each month.

Payment Methods: By providing a credit/debit card or bank information for billing, you authorize TIDAL to charge it for the monthly Service fees and any other applicable charges. This automatic billing will continue until you cancel the Service or withdraw your consent in writing, and all outstanding amounts have been paid.

Late Payments: It is important to pay your bill on time. If your account is not paid in full by the due date, TIDAL may charge a late fee or finance charge of **\$10.00** on the past-due amount. Additionally, any returned payment (for example, a bounced check) may incur a returned payment fee of **\$10.00**. Continuous failure to pay may result in Service suspension or termination (see Termination section below). You are responsible for any costs TIDAL incurs in collecting overdue payments, including collection agency fees or legal costs, if applicable.

Changes to Fees: TIDAL reserves the right to adjust the monthly rate or other fees (such as installation or equipment fees). If we make any changes, we will notify you at least 30 days in advance, or as required by applicable law. If you have a promotional or introductory rate, regular rates will apply after your promotional period ends.

Installation and Service Calls

TIDAL does not currently charge a standard installation fee. Installation fees may apply in the future or for specific custom installations. If a fee applies, we will notify you in advance.

You agree to allow our technicians reasonable access to your property to install, maintain, or repair your internet service on the scheduled date and time by both parties. Our technicians will minimize any impact during installation (such as drilling small holes or mounting equipment) to the extent practicable, but TIDAL is not responsible for restoring your premises to its original condition. Property owners or authorized representatives must sign a separate Installation Waiver in addition to these Terms.

TIDAL does not charge fees for routine service calls. Fees may apply if a service visit is needed due to customer-owned equipment, modifications you've made, or special

requests beyond normal maintenance. You will always be informed of any potential charges before a technician visits your location.

Equipment Ownership and Return

As a Subscriber, you may be provided with certain equipment owned by TIDAL or its partners to access the Service – for example, a receiver/radio unit, antenna, modem, router, or other hardware (**collectively, “Equipment”**). This Equipment remains the property of TIDAL (or its partners) at all times, unless explicitly sold to you, with such purchase clearly indicated in your billing documents or a separate agreement. It is loaned to you for the duration of your subscription so you can use the Service. You must not sell, lease, transfer, or tamper with this Equipment. Please use it only as intended for TIDAL’s Service. Do not attempt to open, modify, or repair the Equipment yourself or through any unauthorized person– if you have issues, contact TIDAL for support. Also, you should not remove any markings or labels that identify the equipment as TIDAL property.

You are expected to take reasonable care of the Equipment while it is in your possession. If the Equipment is lost, stolen, tampered with in violation of these Terms, or damaged beyond normal wear and tear, you will be responsible for the cost of repair or replacement.

Normal wear and tear means minor cosmetic changes or slight deterioration of Equipment, such as minor cosmetic scuffs or minor degradation from ordinary, proper, and responsible use over time. It does not include damage from accidents, misuse, neglect, or unauthorized modifications, including, but not limited to, cracks, water submersion, missing parts. Anything beyond normal wear and tear may be billed to you.

Equipment Return and Damage

When your TIDAL Service ends (whether you or TIDAL terminate it), you must promptly return all provided Equipment in good condition (normal wear is acceptable). TIDAL will provide instructions on how to return the Equipment, which may involve you bringing or shipping it to a local office or scheduling a retrieval.

If the Equipment is not returned within a set period as prescribed by TIDAL (for example, 14 days) after termination, or if it is returned damaged beyond normal wear,

TIDAL may charge your payment method on file for the full replacement or repair cost. These charges will be clearly itemized on your final bill.

Normal wear and tear means minor cosmetic changes or slight deterioration of Equipment, such as minor cosmetic scuffs or minor degradation from ordinary, proper, and responsible use over time. It does not include damage from accidents, misuse, neglect, or unauthorized modifications, including, but not limited to, cracks, water submersion, missing parts. Anything beyond normal wear and tear may be billed to you.

Data Usage and Network Management

TIDAL provides unlimited monthly data with no overage charges or hard data caps. You may use as much data as you need without worrying about extra fees.

To maintain reliable Service for all subscribers, we monitor our network regularly for congestion. Network congestion occurs infrequently (estimated at less than 2%), typically during peak hours (approximately 7:00 pm to 11:00 pm local time). When congestion occurs, subscribers whose data usage significantly exceeds typical residential levels (generally at or below 500 GB per month for standard household activities such as streaming, browsing, gaming, and remote work) may experience temporarily reduced internet speeds until the congestion subsides.

These temporary speed reductions are applied fairly based on current network conditions and do not target specific users or activities. Speeds return to normal automatically once congestion eases. If your usage consistently exceeds typical levels, we may contact you to discuss alternative plan options better suited to your needs (for instance, upgrading to a higher tier if available or implementing specific measures).

Service Performance and Speeds

TIDAL delivers internet services on a **best-effort** basis. The speeds we advertise for each plan represent maximum expected performance under optimal conditions, but actual speeds may vary.

Your real-world connection speed can be influenced by several factors beyond TIDAL's control, including your distance from our wireless equipment, environmental conditions (such as weather or physical obstacles), network congestion, interference, the

capabilities and setup of your home devices, and the performance of external websites or services you access.

We provide the service **“as is”** and do not guarantee specific speeds, uninterrupted connectivity, or error-free operation. Temporary interruptions or slower speeds occasionally occur and are considered normal for internet services. If you frequently experience significant or persistent speed issues, please contact our customer support so we can assist in troubleshooting the problem.

Suspension and Termination of Service

Termination by Subscriber (You)

You may cancel your TIDAL Service at any time by submitting a written cancellation request. All cancellation requests must be in writing to allow for proper tracking and documentation. There is no long-term contract required for standard residential plans (unless a separate term agreement is specified), so you can terminate on a month-to-month basis. However, please note the following conditions when you cancel:

- **Notice and Billing:** If you cancel in the middle of a billing cycle, the cancellation will take effect at the **end of that billing period**. This means you can continue to use the Service until that date, and you will be charged for the full period. TIDAL does **not provide prorated refunds for partial months** if you cancel after the month has started. For example, if your billing cycle is the 1st of the month to the 30th and you cancel on the 15th, you will still pay for the whole month and have Service until the 30th.
- **Final Bill and Refunds:** You are responsible for paying for all services rendered up to the effective cancellation date. If you had pre-paid for a period beyond your cancellation date or you have a credit balance, TIDAL will **refund any amount due back to you** after applying any outstanding charges. Refunds (if any) will typically be processed within a reasonable time after termination and after you have returned any Equipment. Conversely, if there are any unpaid charges or fees (for example, unreturned Equipment fees, or a past due balance) on your account at termination, you remain liable for those and will receive a final bill.
- **Equipment Return:** As noted in the Equipment section, you must return the Equipment upon cancellation. Failure to do so can result in additional charges.

We encourage you to contact us to discuss any issues **before canceling**, as we may be able to resolve problems or offer a plan that better suits your needs.

Termination or Suspension by TIDAL

TIDAL may **suspend or terminate your Service** under certain conditions:

- **For Non-Payment:** If you fail to pay your bills and your account is overdue, we reserve the right to **disconnect or suspend your Service for non-payment**. Usually this happens only after we have provided notices or reminders of the delinquency. If your account is disconnected due to non-payment, you still must pay the amounts you owe for Service up to the shut-off date, including any applicable late fees. TIDAL may also charge a **reconnection fee** if you wish to resume Service after being disconnected for non-payment. Consistently late payments may lead us to require a deposit or advance payments if you want to continue Service.
- **For Violation of Terms or Misuse:** If you violate these Terms or any policies associated with the Service, TIDAL may suspend or terminate your Service. We will generally provide a warning and opportunity to correct the issue, but **flagrant or repeated violations** can result in immediate termination. You will be responsible for any fees due up to the termination date in such cases.
- **Network Integrity and Safety:** In rare cases, we might suspend Service to your location if needed to protect the network or for safety (for instance, if your connected equipment is malfunctioning and causing network issues). We would notify you of such situation and work to resolve it.

If TIDAL terminates your Service, we will give notice explaining the reason (where practicable). After termination by Tidal, you likewise must promptly return any Equipment and pay any outstanding amounts.

Effects of Termination

On the date your Service termination becomes effective (either end of your last paid period if you canceled, or the date Tidal disconnects you), your access to the internet through TIDAL will cease. You should return Equipment as described.

Both you and TIDAL **remain bound by certain provisions of these Terms even after termination**. For example, the sections on **Warranty Disclaimers, Liability Limitations, Indemnification, and Governing Law** will survive the end of the Service. This means you

can't sue us later for issues that are disclaimed, and any obligations to indemnify or any legal limits on claims remain in force.

Warranties and Disclaimers

TIDAL provides wireless internet service on an "**as is**" and "**as available**" basis. Due to the nature of wireless internet technology, we cannot guarantee uninterrupted connectivity, specific speeds, error-free operation, or consistent performance. Temporary disruptions, slower speeds, or interruptions caused by weather, terrain, interference, or other environmental factors are possible and are considered normal.

We make no other warranties or guarantee, express or implied, regarding the Service's quality, performance, or suitability for your specific needs.

If Alaska law or federal regulations provide certain consumer protections or rights regarding internet service, those protections still fully apply.

Privacy and Security

Your privacy is important to us. TIDAL's collection, use, and protection of your personal information (such as your contact details, usage data, etc.) are governed by our **Privacy Policy**. We strongly encourage you to read the Privacy Policy, which is available on our website, to understand how we handle your data. In summary, the Privacy Policy will explain what information we collect from you, how we use it to provide and improve services, and the circumstances under which we might disclose it (for example, to comply with law or with your consent). By agreeing to these Terms, you acknowledge that you have also reviewed our Privacy Policy and consent to our data practices as described therein. By continuing to use the Service, you consent to the data practices described.

Limitation of Liability

TIDAL is the broadband service program within Tlingit & Haida.

No Indirect Damages: To the maximum extent permitted by law, Tlingit & Haida and TIDAL (including its affiliates, subsidiaries, officers, employees, and agents) shall not be liable for any indirect, incidental, special, consequential, punitive, or any other damages arising out of or relating to your use of the Service. This includes, but is not limited to, any loss of profits, loss of revenue, loss of data, business interruption, loss of goodwill, or personal injury.

Content and Third-Party Services: Tlingit & Haida and TIDAL are not responsible or liable for any content, information, or services that you access, download, or transmit through the Service. You acknowledge that Tlingit & Haida and TIDAL do not control or endorse any third-party content or services on the Internet, and you access such content or services at your own risk. Tlingit & Haida and TIDAL will not be liable for any claims or damages arising from content provided by third parties or from your exposure to any offensive or illegal content through the Service.

Liability Cap for Direct Damages: In the event that Tlingit & Haida and/or TIDAL is found liable to you for any claim arising from or related to the Service, the maximum aggregate liability of Tlingit & Haida and/or TIDAL (including its affiliates, subsidiaries, officers, employees, and agents) shall not exceed the amount you have paid to TIDAL for the Service during the twelve (12) months immediately preceding the event giving rise to the claim. This limitation is cumulative, and the presence of multiple claims or lawsuits will not increase the cap on Tlingit & Haida and/or TIDAL's liability.

Scope of Application: The limitations and exclusions of liability in this section apply to the fullest extent permitted by law, regardless of the form of action or the theory of liability under which damages are sought.

Acceptance of Terms: By using the Service, you acknowledge and agree to this Limitation of Liability.

Indemnification

By using TIDAL's internet Service, you agree to protect TIDAL and/or Tlingit & Haida (including our employees, affiliates, and agents) from any legal claims, lawsuits, or costs that result from your use or misuse of the service. Specifically, this includes situations where:

- You (or someone using your account) violate these Terms or any applicable law while using our Service;
- You infringe upon another person's rights while using the Service (such as copyright infringement or illegal activities);
- Your actions cause third parties to file claims or lawsuits against TIDAL and/or Tlingit & Haida.

In these cases, you agree to take responsibility for any expenses, legal fees, judgments, or settlements that result. This means you won't hold TIDAL and/or Tlingit & Haida financially responsible for problems that arise due to your actions or misuse of our Service.

We will promptly notify you of any claims related to your account, and we expect your cooperation in addressing such claims. This section does not apply to situations where TIDAL itself is solely at fault.

Governing Law

These Terms and your use of TIDAL's service are governed by the laws of the State of Alaska, as well as applicable federal laws, including regulations of the Federal Communications Commission (FCC).

Contact Information

If you have any questions about these Terms or need any assistance with your TIDAL service, please reach out to us. Below is our contact information for customer support and official communications:

Customer Support Phone (Local): (907) 463-7966

Customer Support Phone (Toll-Free): 1-855-463-7966

Email: support@tidalnet.com

You can call the local or toll-free number above to speak with a TIDAL representative during our regular business hours. Our support team can help with technical issues, billing questions, or Service changes. The email address can be used for non-urgent inquiries, to receive support or to provide written notice of termination/cancellation;

please include your name and account details when emailing so we can assist you efficiently.

Mailing Address: You can mail us at:

Central Council of Tlingit & Haida Indian Tribes of Alaska
Attn: Tidal Network

PO Box 25500

Juneau, AK 99802

United States

We also encourage you to visit our website tidalnet.com for additional resources, FAQs and news about our service. Any formal notices regarding the service or this agreement will be posted via our website.

How Tidal Network May Contact You

You authorize TIDAL to contact you regarding your Service or Agreement via mail or courier service at your provided address; email at the address you provided (or later update); phone call, voicemail, or text message at the phone number(s) you provided (or later update); or through in-person visits to your premises, as needed. You agree to keep your contact information current and notify TIDAL promptly of any changes.