



## DISPUTE RESOLUTION POLICY

This Dispute Resolution Policy (“**DRP**”) contains terms and definitions contained in the User Agreement. Use of the Services is subject to the following **DRP**. In addition to complying with the terms and conditions set forth in the User Agreement, you agree to the following:

It is Rocket Fiber’s policy in accordance with the AUP to terminate Service provided to any Subscriber or User who is found to infringe copyright, intellectual property rights, or who Rocket Fiber, in its sole discretion believes is infringing such rights or has violated the User Agreement or the AUP.

If Subscriber has a dispute they should provide a written description of said dispute to:

missioncontrol@rocketfiber.com

Subject: Dispute Resolution Policy (DRP) Request

After receiving a written description of the dispute from Subscriber, Rocket Fiber will have sixty (60) days to investigate and attempt to resolve the dispute. In the event that the dispute remains unresolved after this time, Subscriber and Rocket Fiber each agree to submit the dispute for confidential, binding arbitration in accordance with the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration by a sole arbitrator appointed in accordance with those rules. Any such controversy or claim shall be arbitrated on an individual basis, and will not be consolidated in any arbitration with any claim or controversy of any other party. The place of the arbitration will be Detroit, Michigan, unless Subscriber and Rocket Fiber otherwise agree prior to the initiation of the arbitration. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment on the arbitration award may be entered into by any court having jurisdiction thereof. The award of the arbitrator will be final and binding upon the parties without appeal or review except as permitted by Michigan law. The arbitrator will not be empowered to award damages in excess of compensatory damages. Any claim by either party will be time-barred unless that party commences the arbitration within one (1) year after the claim arises, provided that this time limit shall be tolled during any discussion or mediation of the claim. Notwithstanding the foregoing, either party may seek any interim or preliminary relief from a court of competent jurisdiction in Detroit, Michigan as necessary to protect the party's rights or property pending the completion of arbitration. **SUBSCRIBER UNDERSTANDS THAT BY AGREEING TO ARBITRATION SUBSCRIBER WILL NOT BE PERMITTED TO BRING A LAWSUIT AGAINST ROCKET FIBER OR JOIN ANY CLASS ACTION ASSOCIATED WITH THIS AGREEMENT.**