



## Terms of Service

This Agreement between **BROADBAND VI, LLC** located at **PO Box 26304, St. Croix, VI 00824** (hereinafter referred to as "Company") and customer defined (hereinafter referred to as "Subscriber") which shall be effective upon the completion of connection and shall remain in effect until service is disconnected.

**Provision of Services:** Company will provide services on its computing and network systems and also provide the installation of necessary equipment (which includes but is not limited to radio, cable, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement. Company's services are defined as the use by the Subscriber of computing, telecommunications, and information services provided by Company and any access to computing, telecommunications, software, and information services provided by others via the Global Internet or private interactions.

**Connection/Installation Fees:** Rates shall be defined on Company's website ([www.broadband.vi/residential](http://www.broadband.vi/residential); [www.broadband.vi/business](http://www.broadband.vi/business)) or on a written rate agreement with the individual subscriber.

**Payment Policies & Terms:** Subscriber shall be billed on last day of the month preceding service. All new subscribers will pay a prorated amount for the remainder of the current month they start their subscription. Payment by Subscriber shall be due to Company within twenty (20) days from the date of the invoice. A two dollar (\$2.00) late payment fee shall be assessed on any account not paid by the last day of the month of service. Delinquent accounts shall be placed on "accounting hold" after fifty-five (55) days from the date on the outstanding invoice and all services to the Subscriber shall be suspended until the account is paid in full. A twenty-five Dollar (\$25.00) reconnection charge will be assessed to reactivate Subscriber's services. If account is suspended for more than three (3) months, the account will be closed. If the account is later paid in full, a fifty Dollar (\$50.00) reconnection and \$85.00 service charge if a technician needs to come go out to the site will be assessed to reactivate Subscriber's services. A credit card User agrees to allow BROADBAND VI to bill his or her card on each successive billing date without obtaining User's permission after the initial charge. A credit card User shall notify BROADBAND VI of any changes in credit card number or expiration date. If the card is not honored for any reason, BROADBAND VI will attempt to notify the cardholder by E-mail. The fee for returned checks is \$20.00. BROADBAND VI will issue an invoice for the period owed and the Subscriber will be subject to the same terms as outlined above.

**Two Year Contract Term:** Customers who have agreed to a two year term have agreed to a two year contract (24 service months) with Broadband VI, LLC ("Company"). Per this contract your credit card will be automatically debited each month for the Internet Service. **The credit card that will be used each time will be the card authorized on a separate Debit Authorization Form which**

**will be kept on file.** In the event that the payment does not process, the service will be disconnected and a \$25 reconnection fee must be paid to restore service and prevent voiding this contract.

You may terminate this Agreement at any time by in writing via email [info@broadbandvi.com](mailto:info@broadbandvi.com). Provided you may incur an early termination fee if you signed up to receive the Broadband VI Internet services (“Services”) for a 24-month period and you terminate prior to the end of such term. Broadband VI may terminate this Agreement at any time by providing notice to you. The installation fee is waived for new customers OR one move fee is waived for current customers and no refunds will be due at the end of the term.

**IF YOU SIGNED UP TO RECEIVE THE SERVICES FOR A TWENTY-FOUR (24) MONTH PERIOD AND YOU TERMINATE THIS AGREEMENT PRIOR TO THE END OF SUCH TERM, YOU AGREE TO PAY THE EARLY TERMINATION FEE AS SET FORTH BELOW. YOU ACKNOWLEDGE AND AGREE THAT IF YOU BREACH THIS AGREEMENT, INCLUDING BY NONPAYMENT OF ANY AMOUNTS DUE HEREUNDER, YOU WILL BE DEEMED TO HAVE TERMINATED THIS AGREEMENT AND WILL BE CHARGED ANY APPLICABLE EARLY TERMINATION FEE.** Your initial early termination fee will be \$199. You will be responsible for paying for the Services received and all other charges and fees that you incur prior to your cancellation of the Services.

**Part-Time Resident/Snowbird Fixed Equipment Terms:** Part-Time Resident Fixed Equipment Rates include one disconnect and one reconnect per year. Additional changes in that year will incur a fee of \$25.00 per change.

**Account Termination:** Subscriber may terminate this Agreement by submitting a written request for termination (email or U.S. Mail) to Company at the address listed in this agreement or [info@broadband.vi](mailto:info@broadband.vi) for email. Requests received by Company prior to close of business on the twenty-fifth day of the month shall have a termination date of the first day of the month following the receipt of the termination request. Termination requests received by Company after the close of business on the twenty-fifth day of the month through the end of that month shall have a termination date of the first day of the second month following the date of receipt.

#### **Unreturned Equipment Charges:**

The following “Company Equipment” provided to you under this Agreement is leased and remains the property of Company at all times: radios, antennas, switches & standard mounting equipment. You agree that you will allow access for Company Equipment to be retrieved in accordance with the “Equipment & Scope of Work” section above within seven (7) days following Disconnection of your Service and if you do not, Company will charge the following “Unreturned Equipment Charges,” as applicable, to your Broadband VI account or your Qualifying Card, at Company’s option: radios, antennas, switches & standard mounting equipment totaling \$600.00. If your account is involuntarily deactivated for failure to pay your bill or otherwise, Company will charge the applicable Unreturned Equipment Charge(s) to your BroadBandVI account or your Qualifying Card, at Company’s option. If the equipment has been returned in accordance with this Agreement, the Unreturned Equipment Charge(s) that you have paid to Company, if any, will be refunded upon Company’s receipt of the applicable Equipment.

We reserve the right to cease providing the Services for any reason at any time and instead, as your sole and exclusive remedy, refund the fees paid for the Services for the time period for which you have paid, if any, after termination of the Services. If you breach the terms of this Agreement, no refund will be

provided. Other than providing a refund when we terminate for our convenience, we will not be liable to you or any third-party for termination of the Services for any reason.

**Additional Fees:** In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install.

**Equipment & Scope of Work:** All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Company. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Company in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Company to retrieve from Subscriber's premises equipment for appropriate disposition that is owned by Company, and shall provide access to said premises within 7 days of termination of this Agreement. If access is unreasonably denied, the Company shall charge and expect payment for the full retail cost of said equipment from the Subscriber.

**Non Standard Connections:** In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded all deposits made, less any equipment the Subscriber decides to retain or purchase. This does not include any services requested by Subscriber and fully rendered by Company where service charges apply.

**Temporary Disconnection:** Subscriber may temporarily disconnect service for any reason and for any length of time without terminating the account by paying a \$25 disconnection fee. When Subscriber is ready to reactivate the service, a \$25 reconnection fee will be assessed. Subscriber's balance at time of temporary disconnection must be \$0.00.

**Expedited Connections:** Expedited connections within two (2) business days or less will incur an additional One Hundred Dollar (\$100.00) expedite charge.

**Permitting & Landlord Approval:** It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation regarding the Subscriber building. This is applicable to property that is under rental or lease contract by Subscriber. Company is not responsible for property contract violations, damage, or other results of this installation if subscriber or its affiliates proposes ownership or false landlord. Subscriber must gain their Landlord's consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Company's services.

**Standard Maintenance:** Company's connection point ends at the wireless radio or LAN jack on our Company Provided Equipment. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Company's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, but Company's network is still functioning properly, a technician will be sent to trouble shoot during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not Covered by Maintenance Plan or Standard Maintenance Plan" section, standard hourly rate of \$85/hour apply plus charge for materials.

**Not Covered by Maintenance Plan or Standard Maintenance Plan:** Neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscriber computer and/or peripheral equipment not installed by Company, or from any cause related to or other than the intended and ordinary use. Company is not liable for any damage to property as a result of above occurrences.

**Warranties:** All Company provided equipment such as cables and antennas are covered under manufacturer warranty against defects for a period of no more than 1 year. If any part of the wireless equipment fails due to manufacturing defect prior to one year, it will be replaced at no charge pending testing of said equipment.

**Use of Material:** All content downloaded or uploaded using Company's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, or any other intellectual property tangible or intangible rights associated with the material.

**Use of Services:** Subscriber is expressly prohibited from reselling or sharing outside of the installation address any services offered by Company under this agreement without the prior written consent of Company. Subscriber is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber acknowledges that Company is a commercial entity. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Company or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other companies or wireless network subscribers. Subscriber agrees not to resell or allocate bandwidth as defined under "Abuse of Services" without written consent from Company. The Subscriber shall secure any Wireless Access Points in his network from unauthorized use through the use of mac address filtering or encryption. Should the Subscriber violate any provision of this section, the Company at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Company's liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Company shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

**Abuse of Services:** Any use of the Company system that disrupts the normal use of the system for other Company Subscriber is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information,

or communication devices or resources of others is a violation of this agreement. The use of Company's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) by Subscriber is a violation of this Agreement. Subscriber may not resell or allocate bandwidth to those not included within the business (office specific) referred to within this document as "Subscriber" or others not residing within that specific household or address as defined in section II as "installation address". Company may charge and Subscriber may face legal charges in compliance with local, state or federal laws, rules or regulations, if they are found in violation of bandwidth "stealing" defined in the previous sentence. Any Subscriber deemed by Company to be in violation of this section is subject to immediate termination by Company. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

**Privacy Policy:** The Company requires certain information from the Subscriber for the completion of this contract and in the course of support to the Subscriber. This information is necessary for the Company to provide quality service and support. This information will never be released to others, unless we are ordered by a court of competent jurisdiction to do so. The Company will never sell or rent its subscriber lists or any other subscriber information. The Company will monitor our servers to the extent necessary to ensure that high standards of maintenance are met. The Company will not monitor or record your activities online. The Company will not monitor which web sites you visit or look at, what you put in written communications such as emails, news articles, or chat rooms. The Company considers your email to be just as personal and private as your US Postal Service mail. The Company will not look at or read your email unless it is necessary to resolve a technical issue. In almost all cases, we will clearly inform you of the need to do so, and we will seek your permission before opening your Broadband VI mailbox on our servers. The Company will not release the Subscriber's personal information or usage information to investigators, attorneys, or agencies unless we are directed to do so by a court of competent jurisdiction in the matter. If there is a hearing in court, the Subscriber will be notified so they will have an opportunity to contest the surrender of personal information. The Company will cooperate fully with law enforcement agencies, yet there must still be a court order before the Company surrenders Subscriber information. The Fourth Amendment to the US Constitution requires a court order to conduct a search and seizure. The Company will, when requested by law enforcement entities, acknowledge the existence of Subscriber information, and when requested, provide the technical language to include in the court order, "particularly describing ... the property to be seized". In a criminal investigation The Company is under a duty not to divulge the fact of the investigation to the subscriber.

**Governing Law and Venue:** The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be the US Virgin Islands.

**Arbitration & Attorney's Fees:** The Subscriber and Company agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and Company agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

**Warranty Disclaimer: THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY BROADBAND VI, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER BROADBAND VI NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL BROADBAND VI, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT BROADBAND VI IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, BROADBAND VI'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of BROADBAND VI in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

### **Indemnification**

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold BROADBAND VI, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense (including without limitation attorney's fees and cost of litigation) incurred or suffered by BROADBAND VI, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify BROADBAND VI in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and BROADBAND VI shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

### **Age Limit**

User represents to BROADBAND VI that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

### **Sexually Explicit Materials**

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. BROADBAND VI has no control over and accepts no responsibility whatsoever for such materials.

### **Prohibited Uses**

Send unsolicited email, (known as 'Spam') to anyone residing on our servers or through our servers, or when connected into the network. The following types of email sent constitute as Spam: Forged email To/From address other than from the actual sender or to the actual recipient. Message subject not related to the email body. Email not requested by the recipient. Emails sent in bulk by sender.

Restrict or inhibit any other user from using and enjoying the Internet;

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

Post or transmit any information or software that contains a virus, Cancelbot, Trojan horse, worm or other harmful component;

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;

Send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");

Allow users to run Mail list, Listserv or any form of auto-responds from User's account;

Run or activate processes while User is not logged in;

Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity;

Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

BROADBAND VI has no obligation to monitor the Service. However, User agrees that BROADBAND VI has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. BROADBAND VI will not intentionally monitor or disclose any private E-mail message unless required by law. BROADBAND VI reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement. BROADBAND VI reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole discretion of BROADBAND VI following payment of a reconnection charge, to be determined by BROADBAND VI in its sole discretion.

### **Right to Cancel**

BROADBAND VI reserves the right to cancel Service for any reason without prior notice. Pre-paid service is non-refundable. BROADBAND VI will not refund any shipping or handling fees. Cancellations after the first of the month will be charged for that month.

User must notify BROADBAND VI via writing to cancel Service. Fees for any setup, shipping and handling, and monthly service charges placed by BROADBAND VI are non-refundable.

### **No Confidentiality**

Information transmitted through BROADBAND VI and through the Internet in general is not confidential. BROADBAND VI cannot and shall not guarantee privacy or protection of any User. BROADBAND VI reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of BROADBAND VI.

### **Non-transferable**

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one login session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

### **Purchases on the Service**

If User wishes to make purchases on the Service, the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information, may ask User. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate,



complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

### **No System Backup**

BROADBAND VI does not and will not perform system backups on any User's E-mail account(s). BROADBAND VI shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, BROADBAND VI will not provide historical data, to any party for any reason, regarding any system or Internet activity.

BROADBAND VI shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, BROADBAND VI will not provide historical data, to any party for any reason, regarding any system or Internet activity.

### **Failure to Comply With Terms and Conditions**

BROADBAND VI may deny User access to all or part of the Service without notice if User engages in any conduct or activities that BROADBAND VI in its sole discretion believes violates any of the terms and conditions in this Agreement. If BROADBAND VI denies User access to the Service because of such a violation, User shall not have the right (1) to access through BROADBAND VI any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through BROADBAND VI, and BROADBAND VI shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

### **Refund Policy**

We will not issue credits for service interruptions if we are not notified promptly or for situations beyond our control.

We will not issue credits unless requested within 30 days of service interruption. A "Service Outage" is defined as any occurrence within the broadband service that results in the inability of the Customer to transmit IP Packets.

A "Service Outage" does not include an outage due to Broadband VI scheduled periods of maintenance or upgrades, acts of Force Majeure such as natural disasters (hurricanes, earthquakes, and floods), acts of God, governmental orders or other reasons beyond Broadband VI's control.

### **Miscellaneous**

User agrees to notify BROADBAND VI if User moves or otherwise changes his or her mailing address or phone number, and to list a truthful name, postal address and telephone number on the forms User supplies to BROADBAND VI.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

BROADBAND VI's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

BROADBAND VI may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.