

# Broadband VI Wireless Contract

## I. GENERAL TERMS; PAYMENT

i. In accordance with the terms of this Broadband VI Wireless Contract ("Agreement"), you ("Subscriber") have agreed to a contract with Broadband VI, LLC ("Broadband VI") for wireless internet services ("Services") beginning on \_\_\_\_\_.  
(date)

ii. Subscriber agrees to the following plan ("Plan") for the provision of Services (check one):

- Two-Year Plan:** Under this Two-Year Plan, Subscriber agrees to pay a one-time Equipment installation fee of \$199. Subscriber herein commits to 24 months of Services and acknowledges that payment for this commitment of 24 months shall not be reduced under any circumstances.
- "Cancel Anytime" Plan:** Under this Cancel Anytime Plan, Subscriber agrees to pay a one-time Equipment installation fee of \$499. Under the Cancel Anytime Plan, Subscriber may terminate the Services at any time.

iii. **Subscriber herein agrees to pay the monthly rate specified in the pricing plan selected by Subscriber.** Unless Broadband VI has expressly authorized Subscriber to be paid via invoice, Subscriber's credit card will be automatically charged each month for the Services. **The credit card that will be used each time will be the card authorized on a separate document entitled "Debit Authorization Form," which will be kept on file at Broadband VI.** In the event that the payment does not process, the Services will be disconnected and a \$25 reconnection fee must be paid to restore the Services and prevent voiding this Agreement.

## II. EQUIPMENT

i. The Broadband VI equipment provided to you under this Agreement is leased and remains the property of Company at all times, and includes, but is not limited to: radios, antennas, switches and standard mounting equipment ("Equipment").

ii. All of Broadband VI's Equipment, except for items purchased and paid for in full by the Subscriber, will at all times remain on the property of Subscriber.

iii. Subscriber may not sell, transfer, lease, encumber, or assign all or part of the Equipment to any third party.

iv. Subscriber shall pay the full retail cost of, or the repair or replacement cost of, any equipment that is, in whole or in part, lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned.

v. On expiration or termination of this Agreement, Subscriber authorizes Broadband VI to retrieve

any and all Equipment owned by Broadband VI from Subscriber's premises for appropriate disposition, and shall provide access to said premises within seven (7) days of termination or expiration of this Agreement. Such access shall not be unreasonably denied. If Subscriber fails to comply with this section, Broadband VI, at its option, will charge the value of the unreturned Equipment, up to \$600 ("Unreturned Equipment Charge"), due immediately and in full, to Subscriber's Broadband VI account or Qualifying Card. If Subscriber's account is involuntarily deactivated for failure to pay bill or otherwise, Broadband VI will charge the applicable Unreturned Equipment Charge to subscriber's Broadband VI account or Qualifying Card, at Broadband VI's option. If the Equipment has been returned in accordance with this Agreement, the Unreturned Equipment Charge(s) paid to Broadband VI by Subscriber, if any, will be refunded upon Broadband VI's receipt of the applicable Equipment.

vi. Subscriber herein acknowledges and agrees that Broadband VI shall not be responsible; under any theory of contract, tort, strict liability, or any other legal theory; for any damage caused, whether indirectly or directly, whether or not the fault of Broadband VI or its affiliates or an Act of God or any natural disaster or occurrence, by the Equipment to Subscriber's property or person or the property or person of any third party.

### III. TERMINATION

i. Subscriber may terminate this Agreement at any time via email sent to: [info@broadbandvi.com](mailto:info@broadbandvi.com), subject to the terms as delineated below.

ii. **If Subscriber agreed to receive Services for a twenty-four (24) month period and terminates this Agreement prior to the end of such term, Subscriber agrees to pay fees for the Services rendered, all other charges and fees incurred, and the amount remaining due for the contract term.**

iii. **Subscriber herein acknowledges and agrees that if Subscriber breaches this agreement, including by nonpayment of any amounts due hereunder, Subscriber will be deemed to have terminated this Agreement and will be charged fees for the Services rendered, all other charges and fees incurred, and the remainder due for the contract term.**

iv. Broadband VI may terminate this Agreement at any time by providing notice to Subscriber via Subscriber's contact information as set forth below. Broadband VI reserves the right to cease providing the Services for any reason at any time and instead, as Subscriber's sole and exclusive remedy, refund the fees paid for any Services paid but not rendered for the time period for which Subscriber has paid, if any, after termination of the Services. If Subscriber breaches the terms of this Agreement, including for nonpayment of any amounts due hereunder, no refund will be provided. Other than providing a refund if Broadband terminates for convenience, Broadband will not be liable to Subscriber or any third party for termination of the Services for any reason.

v. Subscriber acknowledges and agrees that upon termination Broadband VI may immediately deactivate or delete Subscriber's user account and all related information and files in said account and/or bar any further access to the Services.

vi. By signing below, Subscriber covenants that Subscriber has read, understood, and agreed to the Terms of Service incorporated by reference, attached here as Exhibit 1, and available at [www.broadband.vi](http://www.broadband.vi). Subscriber acknowledges that the Terms of Service will be updated periodically and that it is Subscriber's sole responsibility to ensure compliance with the most recent version of the Terms of Service.

---

Print Full Name

---

Signature

---

Date

---

Mailing Address

---

Email Address

---

Phone

## Terms of Service (last updated March 7, 2018)

These Terms of Service ("Agreement") between **BROADBAND VI, LLC**, with the mailing address **PO Box 26304, St. Croix, VI 00824** (hereinafter referred to as "Company") and customer defined (hereinafter referred to as "Subscriber") shall be effective upon the execution of a Broadband VI Wireless Contract ("Contract") and shall remain in effect until service is disconnected and the Company has reclaimed possession of all Company Equipment OR collected the Unreturned Equipment Charge (as defined in the Contract). All terms, conditions, and provisions of Subscriber's Contract are hereby incorporated into this Agreement by reference.

**I. Provision of Services:** Company will provide services on its computing and network systems and provide the installation of necessary equipment (hereinafter "Equipment," which includes but is not limited to radio, cable, antennas and standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this Agreement and the Contract. Company's services are defined as the use by 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 Internet or private interactions.

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

### II. Payment Policies & Terms:

#### A. General

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.

#### B. Payment by Invoice

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.

#### C. Automatic Payment by Credit Card

A Subscriber utilizing a credit or debit card agrees to allow Company to bill his or her card on each successive billing date without obtaining Subscriber's permission after the initial charge. A Subscriber utilizing a credit card shall notify Company of any changes in credit card number or expiration date. If the card is not honored for any reason, Company will attempt to notify the Subscriber by E-mail. If Subscriber fails to correct the issue within twenty (20) days, the procedures outlined in Section II.B., above, will apply.

#### D. Payment by Check

For Subscribers paying by check, Company will issue an invoice for the period owed and the Subscriber will be subject to the same terms as outlined in Sections II. A – B, above. The fee for returned checks is \$20.00.

**III. Account Termination:** Subscriber may terminate this Agreement by submitting a request for termination via email to [info@broadband.vi](mailto:info@broadband.vi). 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. **If Subscriber agreed to receive Services for a twenty-four (24) month period and terminates this Agreement prior to the end of such term, Subscriber agrees to pay fees for the Services rendered, all other charges and fees incurred, and the amount remaining due for the**

**contract term. Subscriber herein acknowledges and agrees that if Subscriber breaches this Agreement and/or Subscriber's Contract, including by nonpayment of any amounts due hereunder, Subscriber will be deemed to have terminated this Agreement and the Contract and will be charged fees for the Services rendered, all other charges and fees incurred, and the remainder due for the contract term.** Broadband VI may terminate this Agreement at any time by providing notice to Subscriber via Subscriber's contact information. Broadband VI reserves the right to cease providing the Services for any reason at any time and instead, as Subscriber's sole and exclusive remedy, refund the fees paid for any Services paid but not rendered for the time period for which Subscriber has paid, if any, after termination of the Services. If Subscriber breaches the terms of this Agreement and/or the Contract, including for nonpayment of any amounts due hereunder, no refund will be provided. Other than providing a refund if Broadband terminates for convenience, Broadband will not be liable to Subscriber or any third party for termination of the Services for any reason. Subscriber acknowledges and agrees that upon termination Broadband VI may immediately deactivate or delete Subscriber's user account and all related information and files in said account and/or bar any further access to the Services.

**IV. Additional Fees for Installation or Removal:** 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, necessitates a longer or more involved installation than the standard, as determined in Broadband VI's sole discretion, an additional fee will be required for said equipment and any additional labor not included in the Equipment installation fee delineated in Subscriber's contract.

**V. Special Provisions for 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. **This provision applies only to subscribers who have expressly entered into Contracts providing for Part-Time/Snowbird rates prior to March 7, 2018. As of March 7, 2018, the Part-Time Resident and Snowbird Rates are discontinued and thus no longer offered by Company.**

**VI. Equipment & Scope of Work:** All equipment, (including, but not limited to: radios, antennas, switches, and 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 issue an Unreturned Equipment Charge to Subscriber, as defined in Subscriber's Contract.

**VII. Non Standard Connections:** In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a list of the connection options available, which 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.

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

**IX. 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's premises. This is applicable to property that is under rental or lease contract by Subscriber. Company is not, under any circumstances, responsible for property contract violations, damage, or other results of this installation. By entering into the Contract, Subscriber covenants that it has acquired any necessary consent to the installation, maintenance, and removal of the Equipment described herein and required by Subscriber to receive Company's services.

**X. Standard Maintenance:** Company's connection point ends at the wireless radio or LAN jack on the Equipment. Any trouble beyond Company's 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 Subscriber's 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 troubleshoot during normal business hours (9AM-5PM, Monday- Friday). If the problem is due to Subscriber negligence, or any of the items listed in the "Not Covered by Maintenance Plan or Standard Maintenance Plan" section, below, Company's standard hourly rate of \$85/hour applies plus charge for materials.

**XI. 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, air conditioning, or other external apparatuses; 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, **are not covered by any of Company's Maintenance Plans.** Company is not liable for any damage to property as a result of above occurrences. **All repairs and charges associated with incidents caused by the items listed herein shall be the sole responsibility of Subscriber.**

**XII. Warranties:** All Company Equipment is covered under manufacturer warranty against defects for a period of no more than 1 year. If any part of the Equipment fails due to manufacturing defect prior to one year, it will be replaced at no charge pending testing of said Equipment.

**XIII. 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 and consequences associated with material, including but not limited to: copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, content restrictions indicated by law, unlawful usage or activity conducted via the Services, or any other intellectual property, tangible, or intangible rights or restrictions associated with the material.

**XIV. 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 or conducting any activity dedicated to the sale, dissemination, or facilitation of illegal material or activity. Subscriber understands and agrees that the Services 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 any law, ordinance, or regulation is expressly prohibited. Subscriber acknowledges that Company is a commercial entity. Subscriber agrees that its use of the Services 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 its 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 Subscriber's Contract. Company's liability for termination 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 Contract and this Agreement under this provision.

**XV. Abuse of Services:** Any use of the Company system that disrupts the normal use of the system for any other Company Subscriber(s) 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 individual or entity referred to within this Agreement and the Contract as "Subscriber" or others not residing within that specific household or address as defined in the Contract. 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.

**XVI. Privacy Policy:** Company requires certain information from the Subscriber for the completion of this contract and in the course of support to the Subscriber. Company herein covenants to comply with all laws, regulations, and ordinances applicable to the United States Virgin Islands governing Subscriber's privacy.

**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.

**XVII. Arbitration & Attorney's Fees; Waiver of Jury Trial:** 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. Should any matter be deemed in the sole discretion of the Arbitrator to be non-arbitrable, Subscriber herein waives trial by jury in any action, proceeding, or counterclaim brought by Subscriber regarding any matter whatsoever arising out of or in any way connected with this Agreement, the Contract, any usage of the Services, or any matter regarding the relationship of Company and Subscriber.

**XVIII. 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 ACTION, INACTION, REPRESENTATION, OR OTHER ACTIVITY BY COMPANY'S AFFILIATES, EMPLOYEES, CONTRACTORS, OR OTHER CONNECTED PERSONS OR ENTITIES SHALL CREATE A WARRANTY. NEITHER BROADBAND VI NOR ITS AFFILIATES, ITS LICENSORS, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANT THAT THE SERVICE WILL OPERATE TO ANY ARTICULABLE STANDARD, DEFINED OR UNDEFINED, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON VIA SERVICES IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS.

**XIX. Limitation of Liability:**

UNDER NO CIRCUMSTANCES SHALL BROADBAND VI, ITS AFFILIATES, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES, CONTRACTORS, OR OTHER CONNECTED PERSONS OR ENTITIES 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 SERVICES 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 OR THE CONTRACT, BROADBAND VI'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

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

**XX. Indemnification:** Notwithstanding anything to the contrary herein contained, User agrees to indemnify

and hold Company, its affiliates, its licensors, its contractors or their respective employees, or other connected persons or entities 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 Company, its licensors, its affiliates, its contractors, or their respective employees, or other connected persons or entities as the result of any and all use of Subscriber'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 or the Contract by Subscriber, 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. Subscriber shall promptly notify Company in writing of any claim of which it is obligated under this indemnity. Subscriber shall have the right to assume the defense of any such claim. Subscriber and Company shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

**XXI. Age Limit:** Subscriber represents to Company that he or she is 18 years of age or older. User understands that certain materials available from Services provided under the terms of this Agreement and the Contract may not be suitable for individuals under the age of 18.

**XXII. Sexually Explicit Materials:** Subscriber understands and herein acknowledges that the Internet contains unedited materials, some of which are sexually explicit or may be offensive. Subscriber accesses such materials at his or her own risk. Company has no control over, and accepts no responsibility whatsoever, for such materials.

**XXIII. Prohibited Uses:** Subscriber hereby acknowledges that it is a violation of this Agreement and the Contract to:

A. Send unsolicited email, ("Spam") through or to anyone residing on Company's servers, or when connected utilizing the Services. The following types of email constitute Spam:

i. Forged email (including, but not limited to, instances where the To/From address lists a name or entity other than that of the actual sender or to the actual recipient)

ii. Message subject not related to the email body. Email not requested by the recipient. Emails sent in bulk by sender.

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

C. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, or otherwise unlawful 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, U.S. export control laws and regulations;

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

E. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software, or other material obtained through the Services for commercial purposes (other than as expressly permitted by the Company regarding such information, software or other material);

F. 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;

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

H. Send unsolicited advertising or promotional materials to other Subscribers;

I. Use the Services, e.g. bandwidth, in an excessive or burdensome manner, as determined by Company in its sole discretion;

J. 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;

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

Company 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 Services properly, or to protect itself or its subscribers. Company 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 or the Contract of any Subscriber. Company reserves the right to suspend access to the Services for Subscriber's account. The account's suspension may be rescinded within the sole discretion of Company following payment of a reconnection charge, to be determined by Company in its sole discretion.

**XXIV. Right to Cancel:** Company reserves the right to cancel the Services for any reason without prior notice. Pre-paid service is non-refundable. Company will not refund any fees, e.g. shipping, installation, or handling fees. Cancellations after the first of the month will be charged for that month.

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

**XXV. Non-transferable:** The right to use the Services is not transferable. Sharing of the Services outside of Subscriber's covered household or business is prohibited. Violation of this provision shall constitute theft of Services and may be prosecuted under civil and criminal law.

#### **XXVI. No System Backup**

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

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

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

Company may deny Subscriber access to all or part of the Services without notice if Subscriber engages in any conduct or activities that Company, in its sole discretion, believes violates this Agreement or Subscriber's Contract. If Company denies Subscriber access to the Services because of such a violation, Subscriber shall not have the right (1) to access through Company any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to Subscriber, and such credit(s) shall be forfeited, (3) to access third party services, merchandise, or information on the Internet through Company, and Company 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.

**XXVIII. Refund Policy; Force Majeure:** Company is under no duty to issue credits for Service Outages if Company is not notified promptly or for situations beyond the direct control of Company, e.g. acts of Force Majeure. Company 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 Subscriber to transmit or receive data.

**A "Service Outage" does not include an outage due to Broadband VI scheduled periods of maintenance or upgrades, acts of Force Majeure, which are herein defined to include, but not be limited to: hurricanes, floods, cyclones, any and all weather events, Acts of God; war or other hostilities or preparations therefore; civil commotions, riots, or insurrections; blockades; embargoes, export or import restrictions; epidemics; earthquakes; landslides; damage by fire, lightning or explosion; or any and all circumstances outside of Company's direct control.**

**XXIX. Miscellaneous:** Subscriber agrees to notify Company if Company 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 Subscriber supplies to Company.

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.

Company's failure to insist upon or enforce strict performance of any provisions of this Agreement or Subscriber's Contract 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 or Subscriber's Contract.

Company may modify this Agreement from time to time by placing a notice of such modification on this Agreement as disseminated on the Company website, and Subscriber's continued use of the Services following notice of such modification shall be deemed to be Subscriber's acceptance of any such modification. It is Subscriber's responsibility to check this page regularly to determine whether this Agreement has been modified. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately terminate the Services.