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Broadband VI, LLC

Terms of Service for Legacy Agreements

This Terms of Service Addendum (“ToS Addendum”) shall be effective upon the execution on or before August 28, 2020 of a Broadband VI Internet Service Contract (“Contract”) between **Broadband VI, LLC** (“Broadband VI,” “our,” “us,” or “we”) and Subscriber (as defined in the Contract), and is incorporated by reference therein. **This ToS Addendum is not applicable for Contracts executed after August 28, 2020.**

This ToS Addendum incorporates by reference the following Broadband VI policies and agreements, which are subject to change from time to time:

1. [Open Internet Policy](#)
2. [Acceptable Use and Prohibited Internet and Telephony Service Activities Policy](#)
3. [DMCA Copyright Infringement Policy](#)
4. [Privacy Policy](#)
5. [Website Terms of Use Agreement](#)

Any capitalized terms used herein shall have the same meaning as defined in the Contract, ToS Addendum and incorporated Broadband VI policies and agreements. In addition, for the purposes of this ToS Addendum, “Master Services Agreement” (or “MSA”) and “Confirmation of Sale” (or “CoS”) shall mean the Contract.

This ToS Addendum shall remain in effect until a) superseded, or b) service is disconnected and the Broadband VI has reclaimed possession of all Broadband VI Equipment OR collected the Unreturned Equipment Charge (as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 ToS Addendum by reference.

I. Provision of Services

Broadband VI 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 ToS Addendum and the Contract. Broadband VI’s services are defined as the use by Subscriber of computing, telecommunications, and information services provided by Broadband VI and any access to computing, telecommunications, software, and information services provided by others via the Internet or private interactions.

II. **Connection/Installation Fees**

Rates shall be defined on [Broadband VI's website](#) or in the Contract.

III. **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 Broadband VI 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 thirty (30) 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 the 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 charge, and an \$85.00 service charge in the event a site visit by a technician is required, 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 Broadband VI 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 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 Subscriber by e-mail. If Subscriber fails to correct the issue within twenty (20) days, the procedures outlined in Section III.B., above, will apply.

D. **Payment by Check**

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

IV. **Account Termination and Hold**

A. **Termination**

Subscriber may terminate the Contract by submitting a written request for termination via (i) e-mail to info@broadband.vi, or (ii) U.S. Mail to Broadband VI at 6006

Estate Peter's Rest, Suite 2, Christiansted, VI 00820. Requests received by Broadband VI prior to close of business on the twenty-fifth (25th) day of the month shall have a termination date of the first (1st) day of the month following the receipt of the termination request. Termination requests received by Broadband VI after the close of business on the twenty-fifth (25th) day of the month through the end of that month shall have a termination date of the first (1st) day of the second (2nd) month following the date of receipt. **If under the Contract Subscriber agreed to receive Services for a specific period of time (e.g., twelve (12) months, twenty-four (24) months, thirty-six (36) months, etc.) (the "Term") and Subscriber terminates the Contract prior to the end of the Term, Subscriber agrees to pay fees for the Services rendered, all other charges and fees incurred, and the amount remaining due for the Term. Subscriber herein acknowledges and agrees that if Subscriber breaches the Contract, including by nonpayment of any amounts due hereunder, Subscriber will be deemed to have terminated the Contract and will be charged fees for the Services rendered, all other charges and fees incurred, and the remainder due for the Term.** Broadband VI may terminate the Contract 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 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.

B. Voluntary Holds

Subscriber may, upon written request to BROADBAND VI via the BROADBAND VI contact page (<https://broadband.vi/contact-us>) or to office@broadband.vi elect to put their account on hold for a maximum period of three (3) months, whether consecutive or non-consecutive, per Contract; provided, however, that Subscriber's account balance must be paid in full (e.g. with a balance of zero) prior to putting the account on hold. Any accounts put on hold will extend the Term for the amount of time for which the hold has been in place. Any account which has been on hold for three consecutive or non-consecutive months will be automatically turned back on, and BROADBAND VI shall resume regular billing for the remainder of the Term.

V. Other Fees and Charges

Certain other fees and charges are not included in Broadband VI's rates for Services and may be billed separately, such as for a) regulatory charges as may be authorized by local or

federal statute, the Virgin Islands Public Services Commission (“PSC”) and/or the Federal Communications Commission (“FCC”), and/or b) equipment charges (other than for network transmission) including for, but not limited to, network resiliency.

VI. 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.

VII. 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 Broadband VI. 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 Broadband VI in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of the Contract, Subscriber authorizes Broadband VI to retrieve from Subscriber’s premises equipment for appropriate disposition that is owned by Broadband VI, and shall provide access to said premises within seven (7) days of termination of the Contract. If access is unreasonably denied, the Broadband VI shall issue an Unreturned Equipment Charge to Subscriber, as defined in Subscriber’s Contract.

VIII. 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 Broadband VI where service charges apply.

IX. Expedited Connections

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

X. 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. Broadband VI 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 Broadband VI's services.

XI. Standard Maintenance

Broadband VI's connection point ends at the wireless radio or LAN jack on the Equipment. Any trouble beyond Broadband VI's network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Broadband VI's network and backbone connectivity. If Subscriber's connection ceases to function properly after it has been tested and shown to be working, but Broadband VI'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 Section XII ("Not Covered by Maintenance Plan or Standard Maintenance Plan") below, Broadband VI's standard hourly rate of \$85/hour applies plus charge for materials.

XII. 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 Broadband VI, or from any cause related to or other than the intended and ordinary use, **are not covered by any of Broadband VI's Maintenance Plans**. Broadband VI 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.**

XIII. Warranties

All Broadband VI Equipment is covered under manufacturer warranty against defects for a period of no more than one (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.

XIV. Governing Law and Venue

The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning the Contract shall be the US Virgin Islands.

XV. Arbitration & Attorney's Fees; Waiver of Jury Trial

The Subscriber and Broadband VI agree that any controversy or claim between them arising out of or relating to the Contract 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 and shall take place in St. Croix, US Virgin Islands. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. 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 the Contract, any usage of the Services, or any matter regarding the relationship of Broadband VI and Subscriber. Subscriber and Broadband VI agree that should either party bring action for enforcement, interpretation, or otherwise under the Contract, each party shall be fully responsible for its own attorneys' fees.

XVI. Warranty Disclaimer

THE WARRANTIES SET FORTH HEREIN 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 BROADBAND VI'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.

XVII. 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 SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR SUBSCRIBER'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 SUBSCRIBER'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 THE CONTRACT, BROADBAND VI'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF SUBSCRIBER'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 Broadband VI in operating the Service, Subscriber's sole and exclusive remedy is to discontinue using the Service.

XVIII. Indemnification

Notwithstanding anything to the contrary herein contained, Subscriber agrees to indemnify and hold Broadband VI, 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 Broadband VI, 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 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 Broadband VI 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 Broadband VI shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

XIX. Age Limit

Subscriber, if an individual, represents to Broadband VI that he or she is 18 years of age or older. Subscriber understands that certain materials available from Services provided under the terms of the Contract may not be suitable for individuals under the age of 18.

XX. 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. Broadband VI has no control over, and accepts no responsibility whatsoever, for such materials.

XXI. Right to Cancel

Broadband VI reserves the right to cancel the Services for any reason without prior notice. Pre-paid service is non-refundable. Broadband VI 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 Broadband VI via writing to cancel the Services. Fees for any setup, shipping and handling, and monthly service charges placed by Broadband VI are non-refundable.

XXII. No System Backup

Broadband VI does not and will not perform system backups on any Subscriber's account(s). Broadband VI 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, 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, 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.

XXIII. Refund Policy; Force Majeure

Broadband VI is under no duty to issue credits for Service Outages if Broadband VI is not notified promptly or for situations beyond the direct control of Broadband VI, e.g. acts of Force Majeure. Broadband VI 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 Broadband VI's direct control.

XXIV. Miscellaneous

Subscriber agrees to notify Broadband VI if Broadband VI 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 Broadband VI.

In the event that any portion of the Contract 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 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 Subscriber's Contract.

Broadband VI may modify this ToS Addendum from time to time by placing a notice of such modification on the Broadband VI 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 ToS Addendum has been modified.

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