

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; 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 service charge will be assessed to reactivate Subscriber's services. A credit card Subscriber 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 as long as the Redundant Service Monthly Charge (RSMC) remains unchanged. Should the RSMC increase, Company shall disclose the new or temporary RSMC to Subscriber, via written or verbal notification, at least seven (7) business days prior to the expiration of the billing cycle as defined herein. A credit card Subscriber 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.

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 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.

Termination due to Changes in Regulatory Environment

In the event that materially adverse legislative, judiciary, or other such changes occur in the regulatory environment under which the Subscriber operates, such that Subscriber is no longer able to operate, then Subscriber shall have the right to terminate the Agreement without penalty. Such notification shall include evidence of the specific change in the regulatory environment that created the need for termination. Notwithstanding any such early termination, Subscriber agrees that it shall be responsible for the payment of any outstanding balances for services delivered by Company up to the effective date of such termination.

Termination due to Company's Product Set Degradation

In the event that Company's existing product set performance degrades by greater than 20% from the effective date of this Agreement, assuming an equal comparison of products and underwriting practices, Subscriber shall have the right to terminate after a 45 day cure period with no termination cost or liquidation damages..

Termination due to Debt Call by Line of Credit Providers

In the event that Subscriber's line of credit provider requires mandatory large principal pay downs (exceeding \$300K or more at one time), then Subscriber shall have the right to terminate this Agreement without penalty by providing Company with thirty days' (30) written notice.

Minimum Reduction Due to Technology Disaster

In the event that Company has a technology disaster that prohibits or severely limits Subscriber's ability to use his service, the monthly minimum requirement will be reduced by the percentage of the month that the system is not working properly. Technology disasters could include, but are not limited to, Management System down time, Website down time, Telecom, ACH capabilities to debit and or credit customers, Acts of War, and Acts of God such as natural disasters.

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 of Company's equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain on the property of Subscriber. 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. 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 14 days of termination of this Agreement, which access shall not be unreasonably denied.

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.

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.

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 a Three Hundred Dollar (\$300) 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. Company shall use all due care in installing and removing the equipment, (as defined in Equipment & Scope of Work). In the event that Company damages property on which the equipment is being installed and/or removed, Subscriber shall obtain an estimate from an independent party regarding the damages caused to the property by the installation and/or removal of the equipment and provide such estimate to the Company. The Company shall compensate the Subscriber for any damages caused to the property as a direct result of the installation and/or removal of equipment by the Company.

Standard Maintenance

Company's connection point ends at the wireless radio or LAN jack on our CPE. 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 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. Subscriber's liability under this Agreement shall be limited solely to the return of the equipment owned by the Company to the Subscriber. Neither Company or Subscriber shall be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

Abuse of Services

Any misuse of the Company system that disrupts the normal use of the system for other Company Subscribers is considered to be abuse of services. The intentional 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 within that specific 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 of the Agreement by Company. Termination under this section shall have no liability other than to refund any unearned prepaid service fees to Subscriber and a return of Company's equipment to Company, 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 The Company is 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 Subscriber's activities online. The Company will not monitor what you put in written communications such as emails, news articles, or chat rooms. The Company considers Subscriber's email to be just as personal and private as Subscriber's US Postal Service mail. The Company will not look at or read Subscriber's email unless it is authorized by the subscriber and necessary to resolve a technical issue. 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 shall be notified so it 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 the event the Subscriber is subject to a criminal investigation and the Company is Ordered not to divulge the existence of such investigation, the Company will not do so.

Confidentiality

Company understands and agrees that all financial and other proprietary information including without limitation, nonpublic, personal information of an individual, methodologies, research, development plans, licenses, information and computer systems, data, trade secrets, customers, customer lists, prospects, records, policies, business plans and strategy, business alliances, budgets, financial information, and information related to Subscriber's business, operations, assets, liabilities, equity ownership and control, marketing programs, courier systems, billing systems, personnel, suppliers and all other confidential and proprietary information of Subscriber is proprietary and confidential information. Company agrees to protect and preserve as confidential all financial and other information of Subscriber. Company will not disclose such information to any person or entity (including affiliates of Company) except to Company's employees who have a need to know such information for use in furtherance of this Agreement and who agree, in writing, to hold all such information in confidence. Company will use such information only to perform its obligations under this Agreement, and will not use any of such information for any other purpose and will not allow any other person or entity (including affiliates of Company) to use any of Subscriber's proprietary or confidential information in any other way, without Subscriber's prior written consent. Should Company be required to disclose any confidential information by a court order or other lawful governmental action, Company agrees to immediately notify Subscriber in writing of such requirement so that Subscriber may attempt to obtain a protective order either restricting or preventing such disclosure and cooperate with Subscriber to resist such disclosure and protect its rights in the confidential information.

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 & Attorneys 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.

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

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES, LICENSERS, CONTRACTORS OR RESPECTIVE EMPLOYEES HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOSS OF DATA ARISING IN ANY WAY OUT OF THIS AGREEMENT 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 SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE 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 THIS AGREEMENT, BROADBAND VI'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF SUBSCRIBER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM. THE SUBSCRIBER'S LIABILITY IS LIMITED SOLELY TO THE RETURN OF THE EQUIPMENT OWNED BY THE COMPANY TO THE COMPANY.

If Subscriber is dissatisfied with the Service 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, except as otherwise set forth herein.

Indemnification

Each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party (the "Indemnified Party"), and each Party's respective directors, officers, members, shareholders, employees, affiliates, agents and permitted successors and assigns from and against all claims, actions, losses, liability, damage, costs and expenses (including reasonable attorneys' fees) (collectively "Claims") attributable to any Claim made by a third party arising out of the indemnifying Party's gross negligence, fraud or willful acts; the Indemnifying Party's failure to perform any of its obligations under this Agreement; or any breach of this Agreement. The Indemnified Party agrees:

- To promptly notify the other Party in writing within three (3) business days of any Claim that it becomes aware of and provide the other Party with the opportunity to defend or negotiate a settlement of any such Claim at that Party's expense; and
- To cooperate with the other Party, at that Party's expense in defending or settling such Claim, or assumption of defense thereof, participate in negotiations or proceedings or take steps to settle or defend such Claim against the Indemnified Party.

Furthermore, the Indemnified Party reserves the right, at its own expense, to assume the exclusive defense and control of any Claim subject to indemnification hereunder. The Indemnified Party shall not make any settlement of any Claims which might give rise to liability of the Indemnifying Party hereunder without the prior written consent of the Indemnifying Party, and such consent shall not be unreasonably withheld. Likewise, the Indemnifying Party shall not make any settlement of any Claims or take any other action which gives rise to or imposes any liability or obligations on the Indemnified Party including action that would subject the Indemnified Party to personal or subject matter jurisdiction of a court or any other forum to which it would not otherwise be subject to suit, without the prior written consent of the Indemnified Party. Age limit Subscriber represents to BROADBAND VI that he or she is 18 years of age or older. Subscriber 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.

Age Limit

Subscriber represents to BROADBAND VI that he or she is 18 years of age or older. Subscriber 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

Subscriber understands 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.

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 subscriber 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;

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

Run or activate processes while Subscriber 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 Subscriber's account.

BROADBAND VI has no obligation to monitor the Service. However, Subscriber 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 Subscriber'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

Either Party reserves the right to cancel Service for any reason after written notification is given to the other Party. 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.

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 Subscriber. BROADBAND VI reserves the right to monitor any Subscriber's transmissions, but only after notifying Subscriber of its intent. BROADBAND VI shall only monitor Subscriber's transmission when BROADBAND VI is providing proper service and/or when it is protecting its rights and property under the Terms of this Agreement.

Non-transferable

The right to use the Service is not transferable. Accounts are for Subscriber's use only. Subscriber shall be responsible for the confidentiality of Subscriber's password. Loaning Subscriber's account to others, subleasing Subscriber's account, and consuming more than one modem line are explicitly prohibited. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

Purchases on the Service

If Subscriber wishes to make purchases on the Service, the merchant or information or service provider from whom Subscriber is making the purchase to supply certain information, including credit card or other payment mechanism information, may ask Subscriber. Subscriber agrees that all information Subscriber 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. Subscriber agrees to pay all charges incurred by users of Subscriber's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. Subscriber 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 Subscriber'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. Notwithstanding the provisions set forth in Termination due to Company Degradation, BROADBAND VI shall not be held responsible for any lost web data, web files, or any website contents, unless due to Broadband VI's negligence. 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 Subscriber access to all or part of the Service after notification and an opportunity to cure if Subscriber engages in any conduct or activities that violates any of the terms and conditions in this Agreement. If BROADBAND VI denies Subscriber access to the Service because of such a violation, Subscriber shall not have the right (1) to access through BROADBAND VI any materials stored on the Internet or 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 .

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, floods), acts of God, governmental orders or other reasons beyond Broadband VI's control.

Miscellaneous

Subscriber agrees to notify BROADBAND VI if Subscriber 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 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.

Either Party'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. BROADBAND VI shall send an email to Subscriber, as listed on Subscriber's account, informing Subscriber about such modification. Subscriber's continued use of the Service following notice of such modification shall be deemed to be Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber will terminate this Agreement and immediately stop using the Service. The Agreement may also be modified by either Party by written instrument that describes the alteration, amendment, or modification and is signed by an authorized representative of each Party.

Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings between the Parties, whether oral or written, regarding the subject matter hereof.. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

Customer Name: _____ Customer Signature: _____ Date: _____