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## **Terms of Service**

### **What is this document?**

This document contains your Terms of Service (TOS). It is an agreement between you and Xtreme Internet explaining the rights and responsibilities of Xtreme Internet and you as an Xtreme Internet customer.

By ordering a service from Xtreme Internet, or by using equipment provided by Xtreme Internet, you accept the terms and conditions contained in this agreement and agree to comply with its requirements. Xtreme Internet is also bound by this agreement, although Xtreme Internet has the right to update the terms of service and other policies with conditions.

We have done our best to make this document and policies understandable.

### **Definitions**

Customer, I, you, your: means a person, a company, or legal entity who subscribes to a service provided by Xtreme Internet.

User: Also refers to a person, company, or legal entity that subscribes to a service provided by Xtreme Internet, but also includes someone who also uses the same service.

Service: Any service provided by Xtreme Internet

Equipment: Means any hardware or device provided by Xtreme Internet for use by a customer.

Xtreme Internet, we, us: Xtreme Enterprises, LLC. (DBA Xtreme Internet) PO Box 425, Corning, NY 14830.

### **Scope of this Agreement**

This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the United States of America and the state of Pennsylvania. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The Agreement, which incorporates by reference the Xtreme Internet Acceptable Use Policy embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. Acceptable Use Policy may be found on the home page at [www.xtremeinternet.biz](http://www.xtremeinternet.biz). Xtreme Internet may amend the terms and conditions of this Agreement by giving you thirty (30) days notice. This notice may be in writing or may appear online. This Agreement is subject to modification by any authorized regulatory agency. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

## **Your Responsibilities**

You agree to purchase Internet Services from Xtreme Internet, in accordance with the terms and conditions of this Agreement.

## **Customer Responsibility**

You have certain responsibilities as a party to this agreement. Another section describes Xtreme Internet's responsibilities. You acknowledge that you accept this Agreement on behalf of yourself, your users and all persons who use the equipment and/or service through this equipment. You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement, whether such breach is the result of the use of the Service and/or Equipment by you or another user. You agree to use your Xtreme Internet supplied service from your own premises. You agree to provide Xtreme Internet with accurate and complete billing information, including but not limited to your legal name, address, date of birth, social security or EIN number and telephone number. By providing Xtreme Internet with your mobile phone number, you agree to opt in to notifications via text (SMS) messages. You may opt out of text message notifications at any time. If your address, phone number, name or other billing information changes, you will notify us within 30 days or your service may be suspended. By ordering and paying for an Xtreme Internet service, you affirm that you are 18 years of age or older.

## **What happens if I break this agreement**

If you default or break this agreement, Xtreme Internet may temporarily suspend or permanently close some or all of your service. Xtreme Internet alone makes this decision. Suspending or closing your service does not limit Xtreme Internet's remedies or incur any liability to you (that is you do not have to be credited down time as a result of you defaulting). "Default" means failure on your part to comply with this agreement. This includes getting behind on your payments and breaking the provisions of this agreement or associated policies, but is not limited to these situations. If you use your own equipment with service provided by Xtreme Internet in violation of any of the provisions of this agreement, Xtreme Internet will notify you and take such action as is necessary for the protection of the service for user by its other customers. This may include disconnecting your service. Xtreme Internet reserves the right to charge a disconnect and/or reconnect fee for any discontinued service.

## **Xtreme Internet's Responsibilities**

Xtreme Internet has certain responsibilities as a party to this agreement. Another section describes your responsibilities. Xtreme Internet agrees to provide you with the service and required special equipment, provided that you comply with all the terms and conditions of this agreement. Xtreme Internet also agrees to maintain the equipment provided by us. Another section details the terms over equipment. We will do our best to provide uninterrupted service. However, like any other telecommunications service provided, the service may experience temporary slowdowns or interruptions caused by: overload, abuse, equipment modifications, upgrades, relocations, or repairs, and similar activities necessary for the proper operation and supply of the service, or disasters (see "force majeure" in another section). Xtreme Internet will provide basic instructions on how to use the service.

These instructions will be provided during the time of your installation by our installer. You are also entitled to technical support for the Xtreme Internet provided equipment or service via phone or e-mail. We cannot provide technical support for any hardware, software or operating systems not provided by Xtreme Internet. If an Xtreme Internet technician or representative is asked to provide support or repair for software or hardware that is not supplied by Xtreme Internet, a \$50.00 labor charge will be applied to your next bill. If our technician is called out and the equipment at fault is not Xtreme Internet equipment a \$50.00 labor charge will be applied to your next bill. If Xtreme Internet is not available at your location because of distance, hills, trees, or any other cause, you will be refunded 100% of any payments you have made to us, subject to this agreement. You must return the equipment in good condition. Xtreme Internet has no other liability if your location proves impossible to provide the service for.

## **Force Majeure (Disasters, Etc)**

Neither you or Xtreme Internet is liable for any delay or failure in performance of any part of this agreement caused by any force majeure event even beyond your, or our, control and without your, or our, fault or negligence. These events include, but are not limited to, the events known legally as "Force Majeure". Force Majeure refers to a number of situations that could affect you and Xtreme Internet in performing your, or our, obligations: acts of civil or military authority, terrorist acts, nuclear accidents, government regulations, riots, strikes, embargoes, insurrections, extended power blackouts, natural disasters, epidemics, fires, severe weather conditions, environmental disturbances, war, explosions, legal and/or regulatory constraints.

If a Force Majeure condition occurs, the party injured by the other party's inability to perform has two options (detailed below). The injured party has 30 days to choose which one. If the injured party does not inform the other within 30 days of being notified of a Force Majeure situation, the second option goes into effect.

Option One: The injured party may terminate the agreement if such Force Majeure condition results in a delay or failure to perform which continues for more than 30 calendar days.

Option Two: The injured party may suspend the service for a duration of the delaying cause and buy a similar service. After the emergency is over, this agreement and service will continue.

## **Paying for your Xtreme Internet service**

The price you will pay Xtreme Internet is the monthly rate and other fees and charges such as equipment leases and applicable taxes as established from time to time by Xtreme Internet. Xtreme Internet reserves the right to modify the rates, fees and charges at any time. You have the right to be notified of price changes at least 30 days before the new rate takes effect. You acknowledge that you may incur additional charges while using the service. If you make purchases over the Internet, those transactions are between you and the seller, and have nothing to do with your relationship with Xtreme Internet.

## **Payment**

Xtreme Internet will accept a credit card, debit card or check as forms of payment for service. The billing date is the date your service was installed. You will be charged for your first month of service at the time of installation. You will receive an invoice 18 days prior to your due date notifying you of charges due. Payment must be received by the due date to avoid late fees or suspension of your service. If no payment has been received within 5 days from due date, your service will be suspended until payment is received.

For customers required to be on an auto payment arrangement, you must maintain a valid credit card on file with us. Your credit card will automatically be charged on your due date. If the card is declined, subsequent attempts to process your payment will occur each day following your due date for 5 days after the due date. If the card is still declined, your service will be suspended. Xtreme internet will attempt to process your payment every 5 days thereafter.

A \$10.00 late fee will be assessed for any account that is suspended due to non-payment. A \$15.00 reconnect fee will be assessed for resuming service to suspended accounts.

## **Auto Pay/Paperless Billing Discount Guidelines**

- Our billing system will attempt to run auto payment for 5 consecutive days. If the auto pay still fails after 5 attempts, the discount will be removed for that month.
- If auto pay fails for 2 consecutive months or the auto pay and/or paperless billing option is removed from your account, the autopay/paperless billing discount will be removed. In order to reinstate the monthly discount, auto pay must run successfully for 6 consecutive months to prove successful and consistent payment history.

## **Term**

This agreement becomes effective on the date on which your Xtreme Internet service is installed. Your first payment is due at the time your service is connected. This is also your start-of-service date. This agreement remains in effect for 12 months from your start-of-service date for all one (1) year agreements. At the end of the 12-month period, your service will continue on a month to month basis.

## **Credit for Down Time**

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via Xtreme Internet for more than 24 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24-hour period from the time of notice of interruption until the service restoration. The 24 hours must be continuous. You cannot add up shorter periods. To receive credit, you must notify the Xtreme Internet office that your service is not working. Most types of outages do not qualify for credit. Please read the next section for your information.

## **Events that do not qualify for credit**

Most temporary service outages do not qualify for credit. You will not get credit for problems in the Service caused by your own or other's negligence or willful act (except as provided above) or for problems caused by weather or disaster-like situations. Please see Force Majeure. "Willful acts" include system failures caused by viruses, "hacking" and other forms of remote malice. You will not get credit for loss of connectivity caused by technicians working to modify or repair Xtreme Internet equipment. You will not get credit for loss of connectivity less than 24 hours long. Xtreme Internet may, however, issue credit on a case-by-cause basis at Xtreme Internet's discretion. If you believe that Xtreme Internet has billed you in error, you must contact us or call within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

## **Deposit**

Xtreme Internet may require a deposit to commence the supply of service.

## **Closing your Account**

To close your account, you must notify Xtreme Internet. To add or remove services, or close an account, you must identify yourself to Xtreme Internet's satisfaction. This is to protect unauthorized changes by other persons to your account. If you wish to cancel or close your account and terminate this agreement before it expires, an Early Termination Fee (ETF) will be charged. The Early Termination Fee is \$420. This fee will be reduced by \$35 for each month paid of the 12 month terms. If you wish to cancel a month-to-month service, you must provide 30 days notice to the closure of your account. Services will still be charged during this time.

## **Upon Termination of this Agreement or your account**

You will pay Xtreme Internet in full for your use of the Equipment and the Service up to the effective date of termination of this agreement or the date on which the Service and Equipment have been disconnected and returned to Xtreme Internet, whichever is later. You will allow Xtreme Internet employees or contractors to access your premises to remove the Equipment. This may mean coming in your house and climbing on your roof. We agree to arrange a time that is convenient for you and an Xtreme Internet technician. If you fail to arrange a time for removal of the equipment, Xtreme Internet reserves the right to access your premises to remove any equipment located on the exterior. If you fail to arrange return or removal of equipment located on the interior of your premises, Xtreme Internet reserves the right to charge you for said equipment. Equipment fees range from \$69 to \$350 based on equipment type. If you do not pay any remaining balance due for service or equipment within 30 days, we may send your account to a collection agency. In this event, your account will be charged a collections processing fee of \$250.

## **Credit for closed accounts**

If you cancel your Xtreme Internet service, we will refund that part of your latest payment, which covers service up until your next invoice date excluding the 30 day notice period. Your setup and installation fees are non-refundable. You will always be refunded at the rate you paid. That is, if you received a discount, you will be refunded at the discount level, not at the standard level.

## **Computer Equipment**

You are responsible for your own equipment that you use with the Xtreme Internet service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by Xtreme Internet). It must be technically and operationally compatible with the Service. Xtreme Internet's responsibility for your Internet connectivity stops at the demarcation of the Equipment we install. Demarcation is the point at which the Xtreme network ends and connects with the customer's equipment. You are responsible for providing equipment capable of receiving and transmitting electronic data through a standard port.

## **Home networks**

You may access the Internet via Xtreme Internet from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Xtreme Internet service or Equipment. By accepting this agreement, you explicitly acknowledge that Xtreme Internet will not provide technical support for equipment or software that is not part of the Xtreme Internet Service or Equipment. Allowing someone to connect to your home network from outside your premises and use your Xtreme Internet service is strictly prohibited. If you do this, we may close your account. Giving someone outside your household or business your Xtreme Internet login name and password is strictly prohibited.

## **Equipment supplied by Xtreme Internet**

Xtreme Internet agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, Xtreme Internet will troubleshoot, diagnose, repair, or replace the Equipment within 48 hours. All Equipment supplied by Xtreme Internet, except for any item that you buy and pay for in full such as a wireless router, remains the property of Xtreme Internet. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the Equipment. If you lose or break the Equipment, or turn it over to someone else as described in the previous paragraph, you must pay Xtreme Internet the full retail cost of the repair or replacement. If Xtreme Internet spends money in the effort to get the equipment back, you must also pay those costs. You will not modify, tamper with, or move the Equipment.

**The Equipment installed by Xtreme Internet is licensed by the Federal Communications Commission (FCC) and therefore cannot be moved, altered, or changed in any way by the consumer. If you need the Equipment moved, you must contact Xtreme Internet and ask to have an Xtreme Internet technician or contractor move the Equipment for you.** You may be charged for the callout, labor and materials required to move the Equipment. If Equipment, including network components, is moved or modified by anyone other than Xtreme Internet personnel (employed or contracted), you may be liable for fines levied by the FCC. If damage to the equipment results so that Xtreme Internet personnel or contractors are called out to your location to repair or replace it, you will be charged \$150.00 for the visit in addition to any other charges specified in the Terms of Service. You authorize Xtreme Internet and its employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. Xtreme Internet agrees to arrange a mutually convenient time with you for these activities.

## **Limitation of Liability**

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Xtreme Internet, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

Xtreme Internet's LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

You agree that Xtreme Internet will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, You agree to indemnify and reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

## **Right to Refuse or Terminate Service**

Xtreme Internet is a privately funded company and we do not accept any funding from federal, state or local governments; therefore, we have the right to refuse service at our discretion.

Reasons We May Refuse or Terminate Service:

- We are not able to provide service that is up to our speed and or signal standards.
- If changes affecting the internet service are made and service is not up to our standards, we reserve the right to discontinue service. Some things that may change and affect service include but are not limited to; tree growth or a structure being built on your property or a nearby property that blocks line of site to the tower. After attempting to do everything we can to correct the issue, if we find that the service we can provide is no longer up to our standards, we will provide a 60 day written notice of service termination and ask that you look for another service provider.
- We reserve the right to immediately terminate service without prior notice if the customer harasses, threatens, verbally abuses or is inappropriate in any way with an employee of Xtreme Enterprises.

## **Entire Agreement**

These terms and conditions together with the acceptable use policy and work order are the entire agreement between you and Xtreme Internet, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents.

By signing below You: (1) Acknowledge that you have read and understand the terms and conditions; (2) Agree to be bound by the terms and conditions; and (3) Are entering into a binding contract with Xtreme Internet for the purchase of Services that may have a term commitment and early termination charge.

Account Holder's Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_