

# AreYouOnline.Net

## INTERNET SERVICE APPLICATION & AGREEMENT TERMS

### TERMS OF AGREEMENT

#### INSTALLATION:

1. All installation provided by AreYouOnline.Net is terminated and considered delivered at the designated communication demarcation point generally located at the rear or side of the building, or in either the telecommunication or FACP room.
2. Any installation provided by AreYouOnline.Net does not cover or include your router, computers, internal network or other devices. These are the responsibility of the customer. Customer may contract separately with AreYouOnline.Net to install and configure their internal router, network & or computers or inside cabling at an additional fee to be determined.
3. Customer agrees that AreYouOnline.Net and its agents may enter the Customer premises for the purposes of service installation, system maintenance and testing. Customer will back-up all sensitive data prior to any installation procedure and will keep all installation appointments or reschedule at least 24 hours in advance.
4. Customer agrees that AreYouOnline.Net and its agents are not responsible for any reason at any time before, during or after installation for the Customer's data, software, equipment or any infrastructure or structure whatsoever.
5. Unless otherwise allowed by an addendum to this agreement, this service agreement covers customer's connection for single installation instance at a single location only and should not be extended or shared wirelessly or otherwise with neighboring or adjoining buildings, tenants, customers and or neighbors.

#### PAYMENTS:

6. All one-time charges are due upon receipt or processing of this application. All monthly service charges are prepaid and due regularly according to the payment terms, beginning on the day that the service is activated.
7. Monthly Service fees are prepaid and processed only to and by CC stored on file with us. Service fees are due on the 1<sup>st</sup> calendar day of each month. Service Fees remaining unpaid on or after the 5<sup>th</sup> calendar day of the service month will attract a \$25.00 late payment fee for each month the monthly service fee remains unpaid. Furthermore, service fees remaining unpaid after the 5<sup>th</sup> day of the service month may lead to service suspension pending receipt of said service fees and associated late payment fee.
8. Any Service cancelled for any reason before the satisfaction of the contracted minimum service term (*established on page 1 of the application*) will be assessed a cancellation fee equal to the greater of either i) the amount of any promotional offer **OR** ii) the contracted remaining months times the contracted monthly rate (*both specified on page 1 of the application*). Customer will be immediately responsible for full payment of the calculated total.
9. AreYouOnline.Net does not participate in partial service period refunds.
10. The customer agrees to be responsible for all collection fees, attorney's fees and costs associated with the pursuance of any and all outstanding fees and subscriptions associated with the customer's account.

#### CANCELLATIONS &/ DURATION:

11. Upon satisfaction of the minimum term as stated on the service application, this agreement will be superseded by the current agreement as outlined on the AreYouOnline.Net website. Customer agrees to be bound by the stated terms at that time.
12. Customer will be subjected to automatic monthly renewals until cancelled in writing by either party. The Service may be cancelled at any time without notice by AreYouOnline.Net.
13. Customer may cancel service at any time in writing. If the minimum service period is unsatisfied the customer will be subjected to the terms outlined in item 8 above.
14. Customers requesting service cancellation must do so prior to the start of the next billing period.
15. All cancellations must be in writing to AreYouOnline.Net and take effect immediately upon receipt. Cancellations may be rescinded in writing within 7 days of receipt by AreYouOnline.Net.

#### PERFORMANCE:

16. AreYouOnline.Net and its agents will not be held responsible in any way for unsatisfactory results from data &/, video &/ voice transmissions &/ financial transactions communicated over the internet or on its network.
17. Customer understands that our voice service communicated via Voice over Internet Protocol (VoIP) and our fax service communicated via Fax over Internet Protocol (FoIP) quality are generally provider dependent and may not be partially or wholly supported by some security alarm systems and traditional analog fax systems. Customer's use of these systems is entirely their choice and AreYouOnline.Net will not be held responsible for less than optimal performance.
18. AreYouOnline.Net and its agents will not be held liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by the Customer &/ Hardware failure &/ Tower issues &/ Act of God &/ Network and any other issues.
19. The contracted bandwidth is a combination of actual usage and circuit management traffic.
20. At any point during network usage 10 to 20% of contracted bandwidth is used for connection management and will not be reflected in speed tests.

#### COMMUNICATION:

21. The customer agrees to ensure that AreYouOnline.Net is informed of all changes to their email address in a timely fashion.
22. AreYouOnline.Net and its agents will use email as the primary method of communication with the customer. At our discretion only, we may elect to use alternative forms of communication.
23. We will not be held accountable for any results from our decision regarding choice of communication employed in contacting the customer. The choice of communication used is solely and entirely up to AreYouOnline.Net.

#### EQUIPMENT:

24. AreYouOnline.Net and its agents are not responsible for maintenance or warranty of any equipment purchased for use with the service excepting where the customer has purchased the optional equipment repair &/ replacement insurance coverage from AreYouOnline.Net.

**Customer Initials:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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25. The optional equipment repair &/ replacement insurance covers hardware cost only but does not include any associated labor charges. Any applicable labor charges will be billed separately.
26. AreYouOnline.Net may provide repackaged/refurbished routers / transceivers / mounts / reflectors / power injectors and other equipment with any offer.
27. Whenever applicable, any equipment leased, loaned or rented from AreYouOnline.Net remains the sole property of AreYouOnline.Net and the customer is fully responsible for its proper maintenance and care including replacement and repair.
28. The customer agrees that AreYouOnline. Net's ownership rights of leased, loaned or rented property survive any and all property right transfers entered into by the customer. Furthermore, transfer of property rights to another individual/entity does not constitute ownership of or the right thereof for the new transferee to own or use the equipment.
29. Upon contract/service termination such equipment must be returned to AreYouOnline.Net in proper working condition as determined by AreYouOnline.Net.
30. Failure to return this equipment in proper working condition as determined by AreYouOnline.Net will result in customer being duly billed for replacement equipment with same equipment or another of minimum similar capabilities and performance as the unreturned or damaged returned equipment.

### NETWORK MAINTENANCE:

31. AreYouOnline.Net reserves the 24 hours from approximately midnight on Saturdays through midnight on Sundays on each weekend for system maintenance without prior notification.
32. AreYouOnline.Net and its agents reserve the right to bring the network down for emergency servicing whenever deemed necessary without prior notice to the customer.

Customer Initials: \_\_\_\_\_ Date: \_\_\_\_\_