

## **TERMS OF SERVICE**

### **Definitions**

"You" and "your" mean the person or entity that subscribes to Communication Services or purchases or leases Equipment subject to this Agreement. This "Agreement" includes these Terms of Service and your Service Order. "We," "our," "us," and "Duquesne Broadband" refers to Duquesne Broadband, LLC, its subsidiaries and affiliates, as well as any other person or entity doing business as Duquesne Broadband and providing Communication Services or Equipment to you. "Communication Service(s)" or "Service(s)" refer to any services you have asked us to provide to you through this Agreement. "Equipment" means any communications equipment or accessories you purchase or lease from us or use in any manner in connection with your Services. "Service Order" means the form (whether paper or electronic) on which you apply for Services and includes certain additional Terms of Service. "Terms of Service" include the following provisions as maintained at [www.DuquesneBroadband.com](http://www.DuquesneBroadband.com) and the provisions in your Service Order that set forth the manner in which we provide Equipment and Service to you, such as the length of time you will subscribe to a Service, rate plans, access charges, fees, taxes and surcharges.

### **Acceptance**

You accept this Agreement when you do any of the following: (a) give us your written or electronic signature, (b) tell us orally or electronically that you accept, or (c) use or attempt to use any of the Equipment or Services. If you have never used the Services before and do not wish to be bound by these Terms of Service, do not begin using the Services or Equipment and notify us immediately.

### **Term**

**Fixed Term.** You agree to subscribe to the Services for the length of time identified on the Service Order. The Services you receive after the end of the term will be provided on a month-to-month basis and remain at all times subject to the Terms and Conditions.

**Month-to-Month Term.** If no length of time is identified on the Service Order, then the term is month-to-month.

### **Termination By You**

**Fixed Term.** If you subscribe to a Service for a fixed term and you terminate that Service before the expiration of the fixed term then you will be required to pay us an early cancellation fee as specified on your Service Order. If there is no early cancellation fee specified on your Service Order, then you will be required to pay \$100 for any early cancellation. In addition, you remain liable for payment of all outstanding charges for all Services you used and Equipment you purchased from us prior to termination month to month.

### **Change in Location**

A change in your service address or the location to which any Service is provided to you may constitute, at our sole discretion, termination of the Services or an increase in the prices you must pay for the Services.

### **Termination By Us**

We may limit, interrupt, terminate or refuse to provide a Service for the following reasons, or for any other good cause: (a) if you do not honor any provision of these Terms of Service (including payment obligations), (b) if you use a Service in a manner that adversely affects Service to other customers or harasses our customers, our employees, or others, (c) if you or others use a Service to engage in fraud or unlawful conduct or are suspected of doing so.

### **Charges for Services and Equipment**

In general, you are responsible for paying all charges applicable to your Service.

### **Billing Information Provided By You**

To determine whether certain taxes, fees and surcharges are applicable to Service provided to you, we are required by federal law to obtain your street address, which must be within our service area. You represent and warrant that the address you provide us to obtain Service is correct, and you acknowledge that we are relying on this information to determine which taxes, fees or surcharges are applicable to your Service. You agree to notify us if your address changes. In the event you do not provide us with a valid address or address change, you understand and agree that you may be responsible for additional taxes, fees or surcharges for your Service, and we may terminate your Service.

### **Payments**

If you have authorized payment for Services by credit card, no additional notice or consent is required before we invoice the credit card account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this Agreement. You agree to pay costs and fees we incur to collect an unpaid balance from you.

### **Credits And Deposits**

You authorize us to ask credit-reporting agencies for credit information about you. We may, in our discretion, require you to submit a deposit as security for payment of charges. An additional deposit may be required if either the amount or number of Services is increased or your credit rating changes. Simple interest will be paid on the cash deposit for the period it is held by us and will be refunded if satisfactory credit has been established or upon termination of service. We reserve the right to apply the deposit to any amount due and unpaid. We may require a guarantee of payment by an individual or entity approved by us.

**Internet**

You agree to abide by our Acceptable Use Policy, available via a link on the Duquesne Broadband web site, and by any other policies posted there. The Acceptable Use Policy generally provides that you may not use our Internet access Service to (1) engage in illegal activity, (2) violate the network policies of any network accessed through our Service or (3) engage in any activity that interferes with other Internet users' use and enjoyment of the Internet or our Service. The Acceptable Use Policy may change periodically, and it is your responsibility to review it from time to time and comply with any changes.

**Personal Identifiers**

We assign e-mail addresses and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services or Equipment.

**Services Provided by Third Parties**

The Services will be provided either by us or by our third party vendors or contractors. We reserve the right to change or modify the source of any Services provided to you without notice.

**Theft and Fraud**

If your Service or Equipment is lost or stolen, then you are responsible for replacement at your expense.

**LIMITATION OF LIABILITY**

IN THE EVENT WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO THE SERVICES OR EQUIPMENT, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH YOU INCUR SUCH DAMAGES. WE ARE NOT LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEYS' FEES.

**DISCLAIMER OF WARRANTIES**

**WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR EQUIPMENT YOU RECEIVE FROM US, AND DISCLAIM ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE ARE NOT RESPONSIBLE FOR**

CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING WITHOUT LIMITATION ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. WE DO NOT PROMISE UNINTERRUPTED OR ERROR FREE SERVICE. WE MAY NOT MANUFACTURE ANY EQUIPMENT OR SOFTWARE THAT YOU MAY USE IN CONNECTION WITH YOUR SERVICE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH WE HAVE NO LIABILITY WHATSOEVER).

### **About These Terms and Conditions**

Record Retention. You acknowledge and agree that (i) Duquesne Broadband will not maintain a paper copy of your Agreement, (ii) Duquesne Broadband will maintain your rate plan and feature information electronically, and (iii) Duquesne Broadband will maintain its copy of the Terms of Service at [www.DuquesneBroadband.com](http://www.DuquesneBroadband.com). If you lose your copy of the Terms and Conditions, you may retrieve the then current electronic copy from [www.DuquesneBroadband.com](http://www.DuquesneBroadband.com) at any time.

### **Changes**

We may change these Terms of Service, including any change in any charge or fee, or the imposition of a new charge or fee, at any time if we give you notice in advance of the change. If we make a change to these Terms of Service that is material and you do not wish to accept such material change, you may terminate your Agreement for the affected Service by giving us notice within thirty (30) days, in which case you will not be subject to an early cancellation fee. You will, however, still be responsible for all charges for Services and Equipment made before you terminated your Agreement for that Service. A material change is **ONLY** a change that (a) terminates or substantially reduces the availability of a Service for you or (b) results in the increase of any charge by more than ten percent (10%) of the monthly access charge for that Service. Material changes in your Service. A material change **DOES NOT** include the increase in, or imposition of: (1) any charge required to be collected by any governmental authority, or (2) any charge permitted to be collected by any governmental authority to recoup our expense for the provision of a service required by that governmental authority.

### **Applicable Law**

Your Agreement and Duquesne Broadband provision of Services to you are subject to (a) the laws of the Commonwealth of Pennsylvania, and (b) any applicable federal or state laws. In the event of an inconsistency between any governmental requirement and this Agreement regarding the provision of a Service that is subject to the governmental requirement, the provisions of the governmental requirement will apply to the extent necessary to avoid the inconsistency.

**Assignment**

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

**No Waiver; Severability**

If we do not enforce any right or remedy available under this Agreement, that failure is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

**THIRD PARTIES**

This Agreement is for the benefit of you and us only, and not any third party.

**ARBITRATION**

ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR RELATING TO THE SERVICES AND EQUIPMENT MUST BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION, USING THE WIRELESS INDUSTRY ARBITRATION RULES. INFORMATION REGARDING THIS PROCEDURE MAY BE FOUND AT [WWW.ADR.ORG](http://WWW.ADR.ORG). EACH PARTY WILL BEAR THE COST OF PREPARING AND PROSECUTING ITS CASE. WE WILL REIMBURSE YOU FOR ANY FILING OR HEARING FEES TO THE EXTENT THEY EXCEED WHAT YOUR COURT COSTS WOULD HAVE BEEN IF YOUR CLAIM HAD BEEN RESOLVED IN A STATE COURT HAVING JURISDICTION. THE ARBITRATOR HAS NO POWER OR AUTHORITY TO ALTER OR MODIFY THE AGREEMENT OR THESE TERMS AND CONDITIONS, INCLUDING THE FOREGOING LIMITATION OF LIABILITY SECTION. ALL CLAIMS MUST BE ARBITRATED INDIVIDUALLY, AND THERE WILL BE NO CONSOLIDATION OR CLASS TREATMENT OF ANY CLAIMS. THIS PROVISION IS SUBJECT TO THE FEDERAL ARBITRATION ACT. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS ARBITRATION CLAUSE, YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL.

**Entire Agreement**

This Agreement, including its Terms and Conditions and your Service Order, is the entire Agreement between you and us, which may only be amended as described above. This Agreement supersedes any and all statements or promises made to you by any of our employees or agents.