

# Expedition Communications HTS Exede Customer Agreement

Last Modified 11/29/2021

READ THIS AGREEMENT CAREFULLY BEFORE USING THE EXPEDITION  
COMMUNICATIONS HTS EXEDE ISP SERVICE.

## Customer Agreement (HTS Exede)

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the “Agreement”) describes the terms and conditions between you and Expedition Communications. (“Expedition Communications,” “Mobil Satellite”, “Us” or “We”), applicable to Mobil Satellite’s Internet access services (the “Internet Service(s)”) and if available, Expedition Communications’ voice over Internet protocol service (“Expedition Communications Voice”) (the Internet Service(s)

and Expedition Communications Voice may also be individually referred to as the “Service” or collectively referred to as the “Services”). Please note that if you receive your bill for your Service from a third party, the terms of any customer agreement with that third party and their contact information will be different than provided in this Agreement. Please read this Agreement carefully since it contains important contract rights and obligations between you and Expedition Communications, as well as important limitations on those rights. If you would like to contact us, you may call 757-312-8300 or write to:

**Expedition Communications**  
**5939 Darwin Ct., Suite 109**  
**Carlsbad, CA 92008**

**A. Minimum Service Commitment.** The Internet Services require subscribers to commit to a 12-month minimum service term (“Minimum Service Term”), unless a different term is stated in this Agreement for your plan. **If you terminate Internet Service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the termination fee described below (the “Termination Fee”) and/or any other termination fee described in this Agreement applicable to the Service(s) you are receiving.** You may not downgrade your Expedition Communications HTS Exede Plan to a lower Expedition Communications HTS Exede Internet Plan.

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or Expedition Communications. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a 12 month basis.

**C. Equipment.** New Internet Service customers must purchase the equipment provided by Expedition Communications (“Equipment”) in order to receive the Internet Service. Only a ViaSat Exede-authorized installer may install the Equipment at your premises.

**D. Data Allowance Policy.** The Internet Service is subject to data usage limits which are described in the Data Allowance Policy for your Internet Service plan. If you exceed your data usage limits, Expedition Communications will charge your credit card or debit card, or bill customer against a previously issued blanket Purchase Order.

**E. Termination Fee.** If you cancel the Internet Service (resulting in termination of this Agreement) before completion of the Minimum Service Term or Renewal Service Term, the Termination Fee is equal to the number of months left in your Minimum Service Term or Renewal Service Term multiplied by the Dollar amount of the base monthly service unless a different termination fee is stated in this Agreement for your Internet Service plan.

**This Agreement incorporates Expedition Communications’s Data Allowance Policy, Privacy Policy, Acceptable Use Policy, and your Internet Service plan applicable to Expedition Communications HTS Exede as posted on <https://www.ExpeditionCommunications.com/Internet-satellite-service-plans/HTS>. You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement, as it may be updated from time to time.**

## Terms and Conditions

### 1. The Service.

**1.1 Limitations.** The Internet Service is available at locations within the United States with an unobstructed view of the southern sky. **The performance of some games over the Internet is very poor and some games may not work at all. Virtual private networks and remote computer access may be very slow with the Internet Service. Some virtual private networks may not work at all.**

**1.2 System Requirements.** It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment (including, without limitation, a wireless router if you intend to use the Internet Service on multiple devices) required to access the Internet Service.

### 2. Who May Use The Service? Responsibility and Supervision.

**2.1 Age and Account Set-Up.** You represent that the Service will be installed and used solely in your premises, unless specifically agreed to in writing by Expedition Communications. You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the Equipment from a Expedition Communications-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information.

**2.2 Multiple Use of Account.** Only devices physically located in your premises may receive the Service under a single billing account. Your premises are limited to the single address where the

Service is installed, and do not include adjacent apartments, residences, offices or any type of space not physically associated with such address. Any use of the Service other than as specified above is unlawful and unauthorized and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Service and the imposition of the Termination Fee and/or any other applicable termination fee, without prejudice to any rights and remedies available to Expedition Communications under this Agreement, at law and at equity.

**2.3 Installation of Equipment.** You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment in the location(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, business district or association rules, covenants, conditions, and restrictions related to the Service, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for violation of any applicable Legal Requirements. You acknowledge and agree that Expedition Communications or its designated service provider will be required to access your premises and computer to install and maintain the Equipment, including, without limitation, the antenna and its components. You confirm that you have reviewed the installation plan and agreed to any associated charges. If you approved a roof mount, you acknowledge the potential risks associated with this type of installation (including, without limitation, with respect to any warranty that applies to your roof or roof membrane). By signing this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your premises, you are authorizing Expedition Communications and its service provider to perform all of the above actions. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. NEITHER EXPEDITION COMMUNICATIONS NOR ITS SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM THE EQUIPMENT OR ANY INSTALLATION, REPAIR OR OTHER SERVICES ASSOCIATED WITH THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES OR LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of us or one of our designated service providers. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors. If we determine in our sole discretion that there are unacceptable hazards associated with the installation, we may discontinue the installation at any point and terminate this Agreement without liability. In such a case, you will not incur a Termination Fee.

**2.4 Subscriber Responsibility.** You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for the Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You agree that you are responsible for backing up (a) any data you submit, receive or transfer over the Service, including, without limitation, your email, and (b) any data, files, programs, or applications on any device you connect to the Service. You acknowledge that you are aware that content accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to

supervise usage of your account by minors. You ratify and confirm any obligations incurred by a minor using your account.

### **3. Fees and Payment.**

#### **3.1 Fees, Taxes and Other Charges.**

**(a) Commencement and Duration of Fees.** You acknowledge that (subject to any exceptions granted by us) you will pay for the Service quarterly in advance and such fees will apply for each and every month that you are a subscriber, beginning with the date your Service is activated. In addition, we may bill you for some aspects of the Services individually after they have been provided to you; these include charges to buy more data for your Internet Service. Your account will continue until you cancel your account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time, subject to payment of the Termination Fee, if applicable, and/or any other applicable termination fee.

**(b) Billing and Charges.** You agree to pay, in accordance with the provisions of the Service plan you selected, any registration, activation or monthly fees (including, without limitation, any applicable discounts), service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable federal, state and local taxes, fees and surcharges related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account. Information on our charges and surcharges may be made available to you on [www.ExpeditionCommunications.com](http://www.ExpeditionCommunications.com). We will send your billing statements to the email address you provide to us, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your Service plan. Expedition Communications reserves the right to correct and charge under-billed or unbilled amounts for a period of 90 days after (i) any incorrect statement was issued or (ii) a statement should have been issued. Payment of the outstanding balance is due in full each month.

**(c) Administrative Fees.** If your electronic payment is not received by us by its due date or your payment is returned, we may charge you administrative late or nonpayment fees equal to the lesser of (i) \$5.00 per month, or (ii) the maximum amount permitted under applicable law. Such charge shall apply monthly until all delinquent amounts are paid in full. If your electronic funds transfer out of your bank account (“EFT Payment”) or credit card or debit card payment (“Card Payment”) fails to be honored by your bank or other financial institution, we may charge you a collection fee equal to the lesser of (i) \$15.00, or (ii) the maximum amount permitted under applicable law. You acknowledge that these fees are not interest or finance charges and are reasonably related to the actual expenses we incur due to non-payment.

**3.2 Payment Authorization.** Expedition Communications will charge your credit card or debit card, or initiate an EFT Payment for payment of all Service fees, the Termination Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement unless you are located in a state where Expedition Communications is required

under applicable law to accept another method of payment or Expedition Communications has agreed to accept another method of payment from you. You agree that Expedition Communications will bill your monthly Service fee and one time charges in advance and will bill other fees such as fees to buy more data, and in all cases will automatically collect these fees through either a Card Payment or EFT Payment. By signing the Bandwidth Order form and receiving the Service, you authorize automatic Card Payments or EFT Payments by Expedition Communications. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such time as you may authorize recurring EFT Payments. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) and contact email address. Changes to such information may be made by calling Expedition Communications Customer Care at (757) 312 8300, Option 5. If you fail to provide us with any of the foregoing information, you agree that Expedition Communications may continue charging you for any Service provided under your account. In addition to administrative fees that you may owe, if we are unable to process your Card Payment or EFT Payment at any time and we do not receive electronic payment from you by the due date, your account may be immediately suspended and you will remain responsible for all amounts payable by you to us. If we do not receive your payment before your next statement is issued, your account may be terminated and you may owe us the Termination Fee and/or any other applicable termination fee. Your card issuer agreement governs use of your credit or debit card in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that Expedition Communications will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

**3.3 Disputes and Partial Payments.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at (757) 312 8300, Option 5. **You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make a statement available to you for each billing cycle showing payments, credits, purchases and other charges.** We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding amount. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we may, but are not required to, accept them, without waiving any of our rights to collect all amounts owed by you under this Agreement. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorney's fees, and court costs.

**3.4 Reactivation.** To reactivate suspended Service, you must bring your account current through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Any amounts

deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts will not earn or accrue interest.

**3.5 Credit Inquiries and Reporting.** You authorize us to make inquiries and to receive information about your credit experience from others, including, without limitation, credit reporting agencies, to enter this information in your file and to disclose this information concerning you to third parties for reasonable business purposes. In the case of late payment or non-payment for any Service ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

#### **4. Modifications, Rights of Cancellation or Suspension.**

**4.1 Modification of this Agreement.** Upon notice published on [www.ExpeditionCommunications.com](http://www.ExpeditionCommunications.com), we may modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, also notify you by e-mail or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 4.3 below and stop using the Service within five days after the effective date of such modifications. Your continued use of the Service after this five-day period constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring the Termination Fee and/or any other applicable termination fee, by calling us within 30 days after the first statement reflecting such changes is issued.

**4.2 Modification of the Service.** We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including, without limitation, access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right in our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content that we or one of our vendors provide to you in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, posting a notice on one or more of the Expedition Communications websites or other electronic notice. If you do not agree to the identified changes, then you must cancel your subscription and stop using the Service prior to the effective date of the changes. Your use of the Service after the effective date of the changes constitutes your acceptance of the changes. In addition, we may take any action consistent with our Acceptable Use and Data Allowance Policies, including, without limitation, actions to (a) prevent unsolicited bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Expedition Communications or its subscribers, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption.

**4.3 Termination by Subscriber.** Subject to your payment of the Termination Fee and/or any other applicable termination fee and the monthly fees for the full billing cycle in which termination occurred, you may immediately terminate this Agreement at any time by giving us written notice. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Expedition Communications will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated. In limited circumstances, Expedition Communications may permit you to temporarily suspend service. You are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive Service and Expedition Communications will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is suspended. Please allow five business days from the date of receipt for processing written requests to terminate or suspend your Service. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or suspended or we have acknowledged such termination or suspension in writing or by e-mail. Once your account is terminated, you will no longer have access to any of the web or email services provided to you as part of the Service.

**4.4 Termination or Suspension by Expedition Communications.** We reserve the right in our sole discretion to terminate your Service and this Agreement or suspend your Service at any time (with or without notice), in whole or in part. If we terminate or suspend your Service because you have or a user of your account has breached this Agreement or violated a law, then notwithstanding the termination or suspension of your Service, you will remain responsible for all payment and other obligations under this Agreement, including, without limitation, the obligation to pay all charges that may be due as a result of or in connection with such termination or suspension. In these instances, you are responsible for the full monthly Service fee for any month (or portion of a month) in which you receive the Service and Expedition Communications will not provide a pro-rata refund for any pre-paid fees regardless of when your Service is terminated or suspended.

## **5. Permitted Use and Restrictions on Use.**

**5.1 Software License.** Subject to the terms of this Agreement, Expedition Communications grants to you a personal, non-exclusive, non-assignable and non-transferable license to use and display the software provided by or on behalf of Expedition Communications (including any updates) only for the purpose of accessing the Service ("Software") on any computer(s) on which you are the primary user or which you are authorized to use. Our Privacy Policies provide important information about the Software applications we utilize. Please read the terms very carefully, as they contain important disclosures about the use and security of data transmitted to and from your computer. Unauthorized copying of the Software, including, without limitation, software that has been modified, merged or included with the Software, or the written materials associated therewith, is expressly forbidden. You may not sublicense, assign, or transfer this license or the Software except as permitted in writing by Expedition Communications. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void and may result in termination by Expedition Communications of this Agreement and the license. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the

source programs or any part thereof from the object programs or from other information made available under this Agreement.

**5.2 Restrictions on Use of The Service.** You agree to comply with Mobil Satellite Technologies' Acceptable Use and Data Allowance Policies for Expedition Communications HTS Exede services located at <https://www.Expedition Communications.com/Satellite-internet-downloads/>, all of which are incorporated into and made a part of this Agreement. Expedition Communications reserves the right to immediately terminate the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity. You do not own or have any rights (other than those expressly granted to you) to a particular IP address, even if you are utilizing a persistent IP address.

**5.3 Data Allowance Policies.** If your monthly data usage exceeds the limits set forth in the Data Allowance Policy applicable to the Internet Service plan you receive, you will be billed for these overage amounts and these amounts are due and payable upon receipt of invoice, as described in our Data Allowance Policy incorporated in this Agreement. Expedition Communications Internet access is not guaranteed. All Internet Service plans are subject to a Data Allowance Policy.

**5.4 Prohibition on Resale.** Reselling the Service or otherwise making the Service available to anyone outside your premises (e.g., via wi-fi or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, is prohibited. You agree not to use the Service for operation as an Internet service provider, or to run programs, equipment, or servers from your premises that provide network content or any other services to anyone outside of your premises. You may not connect the Equipment to any computer outside of your premises.

**5.5 No Unauthorized Use of Equipment or Software.** You are strictly prohibited from servicing, altering, modifying, or tampering with the Equipment, Software or Service or permitting any other person who is not authorized by Expedition Communications to do the same. You may not copy, distribute, sublicense, decompile or reverse engineer any of the Software.

**5.6 Compliance with Laws.** You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

**5.7 Security.** You agree to take reasonable measures to protect the security of any devices you connect to the Internet through the Service, including, without limitation, maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your devices from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer or an Internet connected device becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, Expedition Communications may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. Although Expedition Communications has no obligation to monitor the Services or its network, Expedition Communications and its authorized suppliers reserve the right to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Agreement, or protect the Mobil Satellite

Technologies network, the Services and other users of the Services. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including, without limitation, the security of any data stored or shared on such device(s).

**5.8 Responsibility of Subscriber.** You are responsible for any misuse of the Service, even if the misuse was committed by an employee, agent or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your login and password. You are considered the registered recipient of the Service(s), and you will be liable for any charges or fees incurred by the use of your Equipment by anyone else up to the time that we receive your notice of termination, unless otherwise provided by applicable law. You may not assign or transfer your Service without our written consent. If you do, we may terminate your Service. If your Equipment is stolen or otherwise removed from your premises without your authorization, you must notify Expedition Communications Customer Care Center immediately, or else you will be liable for payment for unauthorized use of the Service or Equipment.

**6. Equipment.** The Equipment contains software and/or other intellectual property which is subject to a license agreement(s). Any breach of such license agreement(s) constitutes a breach of this Agreement.

## **7. Warranties and Limitations of Liability.**

**7.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. EXPEDITION COMMUNICATIONS AND EXPEDITION COMMUNICATIONS'S SUBSIDIARIES AND AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS SHAREHOLDERS, EMPLOYEES, AGENTS, WHOLESALERS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY, "EXPEDITION COMMUNICATIONS'S PARTNERS") DISCLAIM ANY AND ALL WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AS WELL AS ANY AND ALL WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. EXPEDITION COMMUNICATIONS AND EXPEDITION COMMUNICATIONS'S PARTNERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MOBIL**

**SATELLITE TECHNOLOGIES OR ANY OF MOBIL SATELLITE TECHNOLOGIES'S PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE EXPEDITION COMMUNICATIONS PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, EXPEDITION COMMUNICATIONS AND EXPEDITION COMMUNICATIONS'S PARTNERS CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. EXPEDITION COMMUNICATIONS AND EXPEDITION COMMUNICATIONS'S PARTNERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM YOUR USE OF THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.**

**7.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER EXPEDITION COMMUNICATIONS NOR ANY OF EXPEDITION COMMUNICATIONS'S PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANYREASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT EXPEDITION COMMUNICATIONS'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF EXPEDITION COMMUNICATIONS'S PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLYPAID TO EXPEDITION COMMUNICATIONS BY YOU FOR THE APPLICABLE SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF ANY ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH ERROR, DEFECT OR FAILURE, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.**

**7.3 Applicability and Exceptions.** The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if Expedition Communications or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited.

**7.4 Service Interruptions.** Service may be interrupted from time to time for a variety of reasons, including, without limitation, thundershowers at your premises or at your assigned gateway location. Weather conditions at your assigned gateway may be different than the weather at your premises. We are not responsible for any interruptions of the Service that occur due to acts of God (including, without limitation, weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES.

**7.5 Indemnity.** You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of or related to any and all uses of your account. This includes, without limitation, responsibility for all consequences of your violation of this Agreement (or a violation by any user of your account) or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

**7.6 Third Party Beneficiaries.** The provisions of this Section 7 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

## **8. General**

**8.1 Call Monitoring and Recording.** For quality assurance, Expedition Communications may record and/or monitor telephone calls and online chat sessions between its customers and Expedition Communications agents, employees and/or its affiliates regarding the Services. By using the Service, you (and anyone calling or otherwise contacting Expedition Communications with regard to your account) consent to any and all call and online chat session recording and monitoring performed by Expedition Communications or its agents, employees and/or its affiliates.

**8.2 Applicable Law.** This Agreement is made in the State of Virginia. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Virginia, in the United States, excluding conflicts of law provisions.

**8.3 Dispute Resolution.** To expedite resolution of issues and control the cost of disputes, you and Expedition Communications agree that any legal or equitable claim relating to this Agreement, any addendum, or your Service (referred to as a "Claim") will be resolved as follows: We will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding until at least 60 days after one of us notifies the other of a Claim in writing ("Notice"). You will send your Notice to the address on the first page of this Agreement to the

attention of the Expedition Communications Legal Department and we will send our Notice to your billing address. If you and Expedition Communications are unable to resolve the Claim within 60 days after Notice is received, then Expedition Communications and you agree to arbitrate **any and all Claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Any Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, statute, fraud, misrepresentation, tort, or any other legal theory;
- Any Claims that arose before this Agreement or any prior agreement between us;
- Any Claims that are currently the subject of a purported class action suit in which you are not a member of a certified class; and/or
- Any Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either party may bring an individual action in small claims court in the City of Chesapeake, Virginia. This Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. If the law allows, these agencies may seek relief against us on your behalf. **You agree that by entering into this Agreement, you and Expedition Communications each waive the right to participate in a class action and/or a trial by jury.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This Dispute Resolution provision shall survive termination of this Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “Arbitration Rules”) of the American Arbitration Association (“AAA”), as modified by this Agreement, and will be administered by the AAA. The Arbitration Rules are available online at [adr.org](http://adr.org), by calling the AAA at 1-800-778-7879, or by writing to the address on the first page of this Agreement to the attention of the Expedition Communications Legal Department. The arbitrator is bound by the terms of this Agreement. All issues shall be for the arbitrator to decide, except issues relating to the scope and enforceability of this Dispute Resolution provision which shall solely be for a court of competent jurisdiction to decide. Unless you and Expedition Communications agree otherwise, any arbitration hearings shall take place in Chesapeake, Virginia. During the arbitration, neither party shall disclose to the arbitrator the amount of any settlement offer made by either party, until after the arbitrator determines the amount, if any, to which you or Expedition Communications is entitled. If your claim is for \$5,000 or less, you and Expedition Communications agree that you may choose whether the arbitration will be conducted solely on the basis (a) of documents submitted to the arbitrator, (b) through telephonic hearings, or (c) by an in-person hearing as established by the Arbitration Rules. If your claim is in excess of \$5,000, the right to a hearing shall be determined by the Arbitration Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficiently explaining the essential findings and conclusions on which the award is based. If the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in the Federal Rule of Civil Procedure 11(b)), then the payment of all fees related to the arbitration shall be governed by the Arbitration Rules. In such case, you agree to reimburse Expedition Communications for all monies previously disbursed by it that are otherwise your obligation to pay under the Arbitration Rules. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and

only to the extent necessary to provide relief warranted by that party's individual Claim. **YOU AND EXPEDITION COMMUNICATIONS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, the arbitrator may not consolidate more than one person's Claim, and may not otherwise preside over any form of a representative or class proceeding, unless both you and Expedition Communications otherwise agree in writing. Notwithstanding any provision in this Agreement to the contrary, we agree that if Expedition Communications makes any future change to this Dispute Resolution provision during your Minimum Service Term, you may reject any such change by sending us written notice within 30 days of the change to the address on the first page of this Agreement. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Dispute Resolution provision. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.

**8.4 Notices, Disclosures and Other Communications.** Where notification by Expedition Communications is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, without limitation, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form by Expedition Communications shall be admissible in judicial, arbitration, or administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us of any change in your credit card information, e-mail or postal address by calling Expedition Communications Customer Care.

**8.5 Construction and Delegation.** If any term of this Agreement is found by a court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide the services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable.

**8.6 Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its

terms or meaning. The provisions of any Sections of this Agreement which by their nature should continue shall survive any termination of this Agreement.

**8.7 Assignment Of Account.** We may sell, assign, pledge or transfer this Agreement (including any addendum to this Agreement), your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

**8.8 Entire Agreement.** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and Expedition Communications, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.