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Terms of Service

Hometown Internet, LLC

Before using Hometown Internet LLC, please read this Internet Service Agreement thoroughly. We encourage this strongly for your benefit and protection.

By establishing an account with Hometown Internet LLC, or using Hometown Internet LLC access services, you agree to be bound by this agreement and to use the services in accordance with the terms herein.

Notice of Liability

Customers are responsible for maintaining the security and integrity of their computers and/or network. Although Hometown Internet LLC has taken many efforts to prevent virus transmission to customers, it is ultimately the customer's responsibility to install maintenance patches and update anti-virus software.

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 Hometown 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.

HOMETOWN 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 Hometown 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.

II. Payment Terms

Hometown Internet LLC takes the security of its customer's billing information very seriously. Impersonating the identity of another individual or willfully submitting inaccurate billing information, including credit card numbers, bank routing numbers, or bank account numbers, will be considered fraudulent activity, and perpetrators will be prosecuted to the fullest extent of the law.

Invoices are emailed to the address provided to Hometown Internet LLC on the 1st day of every month. Payments are due within 15 days of the date of an invoice. Any account whose balance exceeds 15 days may experience an interruption in service along with a late fee. Accounts that are not paid within 45 calendar days will be terminated and equipment will be repossessed. In the event that an account is canceled, all charges invoiced through the date of cancellation are the responsibility of the account holder.

Automatic Payment Recurrence

If you elect to pay with a credit card or debit card, Hometown Internet LLC will automatically bill your card on the 1st of every month. Declined payments will be retried up to 10 days in sequence.

Hometown Internet LLC automatically deducts from, or charges to, your account the cost of the service plan you selected, at either a monthly or yearly interval, depending upon your selection at the time of signup. To prevent an automatic debit, you must either cancel your Hometown Internet LLC service or change the account you wish to have billed before your next billing cycle.

You may change billing methods or credit card accounts at any time. To do so, please call Hometown Internet LLC before your next payment is due and provide us with the information for the account you would like to have charged or log into the Customer Portal to update your payment information.

To avoid late fees, overdraft fees or other inconveniences, please ask your Hometown Internet LLC Customer Service Representative when you can expect each payment to be charged or deducted, so that you can plan for the transaction in advance. Hometown Internet LLC is not responsible for any service fees, overdraft fees, or any other fees relating to insufficient funds in your withdraw account resulting from valid debits by Hometown Internet LLC according to the Terms of Service.

If you wish to dispute any charges, you must contact Hometown Internet LLC within 90 days of the disputed charge. Any disputed charges more than 90 days old will not be refunded.

Cancellation Policy

Accounts with Hometown Internet LLC remain active until such time as an authorized individual requests cancellation of the account via a phone conversation with one of our Customer Service Representatives. Services automatically renew at the end of their service period, similar to the way telephone, TV, and utility services renew. Any charges on the account are the sole responsibility of the account holder until the account is canceled, regardless of whether or not the account was actively being used. **Due to security concerns, all cancellation requests must be handled by a live Customer Service Representative. Cancellation requests received via e-mail or voicemail cannot be accepted.**

Refund Policy

Refunds are handled on a case by case basis. Contact us at 570-244-4146 or info@myhometowninternet.com

Charges for monthly accounts are not prorated in the event of cancellation. When you call Hometown Internet LLC to cancel a monthly account, the account will become inactive as of the current day unless otherwise specified by the customer. You may request that the service be deactivated as of the last day of the current charge period. In all cases, you are responsible for all charges up to the end of the last billing cycle.

Accounts that are paid annually are eligible for partial refunds. Refunds are determined at our regular, non-discounted monthly rate.

Customers that have been deactivated due to violations of the terms of service will not receive refunds on services for the time they are deactivated; billing will continue unless customer specifically cancels or terminates the service. Once in compliance with the terms of service, reactivated customers will continue to be billed as normal.

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 Hometown Internet for more than 24 hours. In such a case, we will credit you a daily rate 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 Hometown Internet that your service is not working. Most types of outages do not qualify for credit. Please read the next section for your information.

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", "cracking", and other forms of remote malice. You will not get credit for loss of connectivity caused by technicians working to modify or repair Hometown Internet' equipment. You will not get credit for loss of connectivity less than 24 hours long. Hometown Internet may, however, issue credit on a case-by-case basis at Hometown Internet's discretion. If you believe that Hometown 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.

III. Appropriate Usage Policy (AUP)

Hometown Internet LLC maintains an appropriate usage policy to ensure the safety and satisfaction of our customers. In addition to your affirmation that you will not use Hometown Internet LLC service for any purpose prohibited by the AUP, you agree to comply with all applicable local, state, federal, and international laws and guidelines.

Violations of the AUP include, but are not limited to, the following:

- Engaging in any activity that is prohibited by any applicable local, state, federal, or international law or regulation.

- Gathering information about other users, including e-mail addresses, without their consent.
- Creating a false identity for the purpose of misleading others, especially when sending e-mail messages or posting to a newsgroup.
- Connecting to Hometown Internet LLC multiple times simultaneously with the same account without paying for concurrent service.
- Running any type of server (web, mail, ftp, gaming, etc.) that requires extended connections.
- Sending large amounts of unsolicited e-mail (see Spamming Policy below).

Hometown Internet LLC reserves the right to terminate an account for violations of the AUP. Hometown Internet LLC, at its sole discretion, will determine whether customer actions violate the AUP. If you are unsure whether a particular action violates the Appropriate Usage Policy, please contact an Hometown Internet LLC representative.

Spamming Policy

Using any Hometown Internet LLC account or server to send duplicative, unsolicited e-mail messages (commercial or otherwise), or to collect the responses from unsolicited e-mail (for example, by maintaining a spam-advertised web site) is prohibited.

Hometown Internet LLC reserves the right in its sole discretion to determine whether duplicative or mass e-mail messages are "unsolicited." A complaint from the recipient is presumptive evidence that the message was unsolicited. Hometown Internet LLC has no obligation to refer complaints to the sender or to identify complaining parties.

Conduct that directly or indirectly encourages, permits, or relies on spamming is included in this prohibition. Examples include failure to implement technical or administrative measures to prevent mass unsolicited e-mail, or providing spam "support services" such as e-mail dropboxes or sales of spamware.

Similarly, using any Hometown Internet LLC account or server to post advertisements or messages that violate the charter of any newsgroup or mailing list is prohibited.

Hometown Internet LLC reserves the right to make the determination whether a given message violates the newsgroup or mailing list charter. In most cases Hometown Internet LLC will defer to the judgment of the newsgroup or mailing list moderator or administrator.

Spamming is defined by Hometown Internet LLC as sending unsolicited bulk and/or commercial messages over the Internet. It is not only harmful because of its negative impact on consumer attitudes toward Hometown Internet LLC, but also because it can overload Hometown Internet LLC's network and disrupt service to Hometown Internet LLC subscribers. Also, maintaining an open SMTP relay is prohibited (web server, mail server, etc.) When a complaint is received, Hometown Internet LLC has the discretion to determine from all of the evidence whether the email is considered spam.

Distribution of Internet viruses, or other harmful, destructive activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, etc are prohibited. Activities that disrupt the use of or

interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment is prohibited.

Commercial messages that are appropriate under the charter of a newsgroup or mailing list, or that are expressly solicited by the recipients, are permitted.

IV. Wireless Service

Pricing

Hometown Internet LLC offers a variety of packages. Pricing is based on a flat fee. There are no data caps or overage fees.

Equipment

All equipment will remain the property of Hometown Internet LLC during and after any said contract is fulfilled. Once the contract has been fulfilled and the customer no longer wishes to use the service, the equipment shall be returned to Hometown Internet LLC in reasonable condition or a service charge may apply. Hometown Internet LLC reserves the right to make this assessment.

Customers wishing to move, paint, or modify the equipment in any way must get the consent of an Hometown Internet LLC Wireless Representative. Hometown Internet LLC will then make the proper arrangements to accommodate the customer if an agreement is met. Any modifications made by Hometown Internet LLC to the existing equipment after the initial installation is subject to the current hourly service charge rate. Only an Hometown Internet LLC Representative is authorized to do work on any of the outdoor wireless equipment.

Any outdoor wireless equipment that is damaged as a result of lightning, wind, or any other Act of God, will be replaced at Hometown Internet LLC's expense. Any equipment that is damaged in the customer's interior network (routers, firewalls, workstations, etc.) as a result of lightning striking the antenna and reaching the interior of the building, is the responsibility of the customer.

Any outdoor wireless equipment that is damaged as a result of vandalism on the customer's premise is the responsibility of the customer and Hometown Internet LLC shall be reimbursed for the damages by the customer.

Any outdoor wireless equipment that is damaged by lightning strike that did not originate at the wireless equipment is the responsibility of the customer and Hometown Internet LLC shall be reimbursed for the damages by the customer.

Upon cancellation of the service, Hometown Internet LLC will schedule a date for the removal of all equipment used for the service which was loaned or leased to the customer. If the customer does not schedule a time for Hometown Internet LLC to remove the equipment, Hometown Internet LLC reserves the right to collect the equipment at their convenience.

Interruption Due to Weather, Force Majeure, or "Acts of God"

Neither you or Hometown 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 Hometown 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.

V. Miscellaneous

You must be 18 years of age to sign-up for Hometown Internet LLC.

Hometown Internet LLC reserves the right to modify the Terms of Service without notice.

If you do not agree to the terms and conditions of this agreement, Hometown Internet LLC regretfully prohibits your use of the service.