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## HIGH SPEED INTERNET SERVICE AGREEMENT

This is an agreement between you (the "Customer") and Hometown Internet, LLC, a Pennsylvania company ("Hometown Internet, LLC"), for high speed Internet service (the "Service").

- 1. Term of Agreement.** This Agreement will commence upon activation of service and continue until Customer or Hometown Internet, LLC terminates the Service. Hometown Internet, LLC may terminate the Service and this Agreement by giving notice to Customer at any time. Customer may terminate the Service and this Agreement by giving notice to Hometown Internet, LLC at any time.
- 2. Fees.** Customer shall pay a monthly service fee to Hometown Internet, LLC. The service fee will be billed to Customer in advance on a monthly basis. After the end of the initial term, Hometown Internet, LLC may change the monthly service fee by giving not less than 30 days advance written notice to Customer. Non-recurring charges such as installation and maintenance charges will be billed to Customer as soon as practicable after the services have been provided. If Customer authorizes Hometown Internet, LLC to charge monthly installments to a credit card, no additional notice or consent will be required for billings to the credit card. All Automatic Payments will be billed on the 1st of the month. All Non-Automatic Payments and other charges billed to Customer shall be paid within 15 days of the invoice. In the event that any payment is not received within 30 days of an invoice, Hometown Internet, LLC will charge, and Customer will pay a delinquency and collection charge of Five Dollars (\$5.00) and services will be suspended. In the event that any check tendered by Customer is returned for insufficient funds or any credit card transaction is declined, Hometown Internet, LLC may assess a fee of Thirty Dollars (\$30.00) to Customer.
- 3. Expenses of Collection.** In the event that Customer fails to pay any service fee or other charge when due or otherwise breaches this Agreement, Hometown Internet, LLC shall be entitled to recover any expenses of collection or enforcement, including without limitation attorney fees. Hometown Internet, LLC is within their rights to repossess any equipment that was used to provide services. Hometown Internet, LLC may gain access to the equipment on the outside of a premises at any time, without prior approval. Equipment on the inside of the premises will have to be returned, and will be repossessed at a time that is agreed upon between the "customer" and Hometown Internet, LLC
- 4. Availability of Service.** The Service is available to Customer's Customer Premise Equipment ("CPE") only when the CPE is within the operating range of Hometown Internet, LLC's Internet system. Service availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the CPE; acts of God; strikes; riots; wars; and other causes beyond the control of Hometown Internet, LLC. Service availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of the Service. Customer hereby waives any claim for consequential or incidental damages related to or arising from an interruption, limitation or other unavailability of the Service and agrees that Hometown Internet, LLC's liability for any such event shall be limited to the service fee attributable to the affected period. This Section 4 shall survive termination of this Agreement.
- 5. Use of Service.** Customer agrees not to use the Service for any unlawful or abusive purpose. Customer agrees to abide by the Hometown Internet, LLC Terms of Service as it exists from time to time.
- 6. Assignment.** Customer's rights under this Agreement may not be assigned to any third party.
- 7. Notices.** Written notices shall be effective when properly addressed to the parties at their respective addresses set forth below and deposited with the United States Postal Service, postage prepaid. Verbal notices from Customer to Hometown Internet, LLC shall be effective when reflected in Hometown Internet, LLC's customer service system.
- 8. Complete Understanding.** The parties hereto acknowledge that this Agreement constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.
- 9. Modifications.** No purported modification hereof shall be effective unless made in writing and signed by Customer and Hometown Internet, LLC.
- 10. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Pennsylvania.
- 11. Parties Bound.** This Agreement shall bind and run to the benefit of the parties' respective successors and assigns, subject to any limitation or prohibition on assignment.
- 12. Non-Waiver.** Hometown Internet, LLC's delay in exercising or its failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same or any other right at any time thereafter.
- 13. Severability.** If any provision hereof shall be adjudicated to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. Such invalid or unenforceable provision shall be severed from this Contract. You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (the date you sign this Contract). Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel this transaction. By signing below, Customer agrees to all of the terms and provisions set forth herein.
- 14. Damage Waiver.** Customer acknowledges that Hometown Internet, LLC and its installation agents are released from any liability for the installation of the above mentioned services. Customer fully understands that the physical installation of equipment may result in property damage. Customer waives all claims against Hometown Internet, LLC and its agents for any loss, damage, or expense of any kind that may be incurred from the installation.
- 15. Promotional Pricing.** Customer agrees to remain on Automatic Payment for a minimum of six months in order to honor the terms of any Promotional pricing. If customer discontinues their Automatic Payment within a six month period, they agree to pay the difference of the Promotional Discount they have received.