



www.satview.net

## **RESIDENTIAL INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS**

THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT AND DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH SATVIEW (“Satview” or “we”) WILL PROVIDE YOU WITH INTERNET SERVICES AND RELATED EQUIPMENT. **THIS AGREEMENT REQUIRES THAT ANY DISPUTE BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN LAWSUITS, JURY TRIALS OR CLASS ACTIONS, AS EXPLAINED MORE FULLY BELOW.**

**BY USING OR PAYING FOR SATVIEW BROADBAND, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS.**

SEVERAL SECTIONS OF THIS AGREEMENT HAVE DIFFERENT TERMS AND CONDITIONS FOR SATVIEW’S CALBE TELEVISION SERVICES.

### **SCOPE OF SERVICES**

For purposes of this Agreement, “Service”, “Services” or “Broadband Services” means the service provided by Satview that allows you to access the Internet, and offers you a capability for acquiring or retrieving information from, generating, storing, transforming, processing, or utilizing information on, or making available information to other Internet end points connected directly or indirectly to, the Satview network. Services or Broadband Services include (whichever applies): Internet Services provided through Cable Television and in some locations Wi-Fi access to Broadband Services. Services may be provided directly by Satview or indirectly through resale or agent arrangements Satview has made with third parties. By using or paying for the Service, you are agreeing to the terms and conditions in this Agreement.

### **TIME-PERIOD TERM ARRANGEMENTS**

Satview may provide discounted term arrangements, gifts and/or promotions to customers who commit to a time-period term contract arrangement. If you are a term customer, your Service is subject to the term commitment you agreed to. You understand and agree that you must continue to purchase the Services for a minimum term to receive any promotional offer. You agree to keep the Satview Services during this initial term and all applicable renewals. You must continue to purchase the Services for the minimum term agreed upon to receive the Service rates identified on your bill. If applicable, the term commitment will automatically renew for the same time period each time it expires unless you notify Satview or we notify you of termination before the term commitment period ends. At the end of your term commitment, different service and equipment charges may apply going forward. If you do not fulfill your commitment for the minimum term (or, if renewed, the renewal term), you will be liable for and agree to pay to Satview a termination charge up to \$400 that you agreed to when ordering Service.

### **SERVICE CHARGES**

The applicable charges, including equipment charges, for Broadband Service are identified at the time Service is ordered. Satview may also bill you additional charges or fees, including a separate modem fee and an additional Satview imposed HSI Surcharge. It is your responsibility to review your first bill carefully and contact Satview within 30 days after receiving your first bill if there are any charges you dispute or that are inconsistent with the information provided to you at the time you placed an order for Service. If you subscribe to Service after October 1, 2015 and cancel Service, you will be charged a \$9.99 disconnection order processing fee. Unless otherwise prohibited by law or guaranteed by a Price Protection Plan (PPP) with Satview, Satview may, in its sole discretion, change or modify the rates you are charged for Services or equipment at any time. We may notify you of any such changes by posting notice of them on the Satview website, by sending notice via e-mail or postal mail, or by a bill message. Continuing to use the Service after notice of a change is acceptance of the change. If you do not agree to the change made by Satview, you must stop using the Service and notify Satview.

Satview will bill you monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments imposed from time to time in connection with

these Services. If you have authorized payment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank 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, including attorney’s fees, we incur to collect any unpaid balance from you. A reasonable handling charge, up to \$30.00 depending on the state in which you subscribe to Service, will be assessed for all checks returned for insufficient funds, closed account, or any other insufficiency or discrepancy. Interest and/or a late payment fee at the rate of 1.5% per month or the highest rate allowed by law may be applied to any unpaid amount after the payment due date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive notice of a payment dispute within 90 days after your receipt of a bill, the bill will not be subject to further challenge.

## **NO RESALE**

Customers may not resell Service without a legal and written agency agreement with Satview. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e., by Wi-Fi or other methods of networking). Customers may not use the Service to host any type of commercial server.

## **NETWORK MANAGEMENT, USAGE LIMITATIONS AND FAIR USE POLICY**

A very small percentage of customers use the Service in a way that creates harm to the network, compromises capacity, degrades network performance or service levels, or may adversely impact access to or the use of the Service by other customers. Satview reserves the right to engage in reasonable network management practices, and to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Satview may adopt include, but are not limited to, the following: (i) data usage charges; (ii) a modification of a customer's serving facility or service technology; and/or, (iii) a modification of or a limitation on a customer’s data throughput speed or data consumption. In the event that Satview adopts a network management practice that will apply to your Service, we will provide you with a notice, by Web posting, bill insert, email, letter, and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service. Additional information regarding Satview data network management practices is available at: <https://satview.net/workmanagement>

You must comply with all Satview network, bandwidth, data storage and usage limitations. You must ensure that your use of the Service, including the amount of data sent or received in the course of a month or shorter periods, does not exceed the limitations that are now in effect or may be established in the future. Continued use of the Service will constitute acceptance of any new limits. If your use of the Service exceeds applicable limitations, such use will be a violation of this Agreement. In such cases, Satview may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher usage limitations if you wish to continue to use the Service at higher usage levels.

With the rise in spam, viruses and other instances of malware found on the Internet, Satview reserves the right to restrict or block known ports that in the past have allowed for the transfer of spam, viruses, and other malware.

## **SERVICE SPEED AND AVAILABILITY**

The Broadband Service speeds identified in Satview’s marketing materials and other communications with you reflect Service capability speeds in Service speed tiers. The Service tiers are usually denoted by a name, and by a number that identifies the high-end of that Service tier’s speed range -- commonly referred to as “up to” the noted speed. **The high-end of the speed range in a Service tier represents the potential wired maximum speed capability in that Service tier, but is not a statement or guarantee of the maximum speed you will receive.** Some applications such as a short email without attachments or basic Web browsing do not require high speed service capability to function optimally, while other activities such as transferring large data files can be performed faster with higher speed services. The speed capability of the Service plan you purchase may not be suitable for some applications, particularly those involving high-bandwidth uses such as streaming video or video conferencing.

Bandwidth is provided on a per-line (not a per-device) basis. The maximum speed you will receive will depend on a multitude of factors, including, among other things: the equipment in use and number of other users on the portion of our network that connects you to the remainder of our network or the Internet; interference; the wiring inside your premises; and the capacity or performance of your computer,

device or modem. Furthermore, the speed you receive at a point in time may vary and may be less than your maximum speed, depending on, among other things, the composition of the information or files you are accessing, usage, and traffic on the Internet, the server with which you are communicating, and the networks you and others are using when communicating.

Satview therefore makes no promise or warranty, express or implied, that you will be able to download or upload data at any particular speed. If you are dissatisfied with the speed of Service you are receiving, you must contact Satview in writing to the addresses identified in the Notices section below or by contacting our customer contact center and provide Satview with the opportunity to investigate and attempt to address any issues with the Service.

Service is not available to all locations, and may not be available at certain speeds (or at all) at your location, even if Service is offered in your area or our initial testing indicated that your area qualified for a particular speed or Service. Service may be subject to technical qualification. Installation options vary, and charges may apply. In order to utilize Service, you must have a computer or device with sufficient Internet-compatible equipment and software.

## **ELECTRICAL POWER, EQUIPMENT AND SECURITY**

The Service requires electrical power from your premises to operate, which you are responsible for providing. Note that without battery backup the Service will not function in the event of a loss of customer-supplied power. This will disrupt the Service as well as any additional services that use the Service connection for transport (e.g., Voice over IP including e911). Satview will have no liability for loss of any Service(s) in the event of interruption of customer-supplied power, with or without battery backup present in the Satview equipment.

You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service.

All equipment provided by Satview or installed by or on behalf of Satview remains the property of Satview unless you purchase the equipment pursuant to an agreement with Satview. Satview may require you to return all Satview-owned equipment in the same condition as when provided, normal wear and use excepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to Satview's then-current schedule of equipment charges. You agree to pay such charge(s) even if such equipment is lost (through theft or otherwise) or destroyed.

Other than the equipment and/or software provided to you by Satview for use with the Service, you must provide all equipment, devices, and software necessary to receive the Service. Any equipment or software that was not provided to you by Satview is not the responsibility of Satview, and Satview will not provide support, or be responsible for ongoing maintenance, of such equipment.

You are responsible for the security of your computer, hardware, software applications, data and files. Satview will have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or that you download using the Service does not contain a virus or other harmful feature, and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature.

## **MANAGEMENT OF YOUR COMPUTER AND DATA**

You are solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. **YOU AGREE THAT SATVIEW IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA, REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON SATVIEW'S OR ANY THIRD PARTY'S SERVERS.**

WiFi Service and access to Service using a wireless modem or router is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. If you are in a public area or using a wireless modem or router, others may be able to view the content on your device. You assume all risk and release Satview in the event of any damage you may suffer during use of WiFi Service or Service using a wireless modem or router, including the introduction of any viruses that may occur or breaches from unauthorized third parties.

## SOFTWARE

Satview may provide you, for a fee or at no charge, software for use in connection with the Service that is owned by Satview or its third party licensors, providers and suppliers ("Software"). We reserve the right periodically to update, upgrade or change the Software remotely or otherwise and to make related changes to the settings and software on your computer or equipment, and you agree to permit such changes and access to your computer and equipment. You must use the Software only in connection with the Service and for no other purpose. Certain Software may be accompanied by an end user license agreement ("EULA") from Satview or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You must not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

## DISCONTINUATION OR TERMINATION

Satview reserves the right to modify or discontinue the Service (including rates and charges), temporarily or permanently. If Satview makes a change that would have a material impact on your Service, Satview will give you notice. The terms and conditions for temporary changes, if any, will be included in the notice and will be automatically incorporated by reference to this Agreement at: [www.Satview.com/terms](http://www.Satview.com/terms). Your continued subscription to the Service after the effective date of the change constitutes your acceptance of the changes and the associated terms and conditions. In lieu of notice and Web site posting, Satview may instead, at its sole discretion, require customers to enter into an agreement with Satview regarding temporary material changes.

We may also discontinue or terminate Service if: you do not honor any provision of this Agreement (including payment obligations to Satview for these or any other services); you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees; you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body or court restricts or otherwise prevents Satview from furnishing the Service.

You may terminate the Service by giving written notice to the address provided in the Notice section below or contacting a Satview Contact Center if we do not remedy any ongoing breach of the terms and conditions in this Agreement within thirty (30) days after Satview's receipt of notice from you of such alleged breach. **To the extent permitted by applicable law, your exclusive remedy for a breach by Satview is (i) termination of service by you, and (ii) a credit or refund of the charges you paid after providing notice to Satview of the alleged breach or any other dispute, but not to exceed charges for ninety (90) days. If you fail to provide Satview with notice and an opportunity to cure, to the extent permitted by applicable law, termination of service by you is your exclusive remedy for any breach by Satview.**

You agree that if your Service is terminated for any reason, Satview has the right to immediately delete all data, files and other information (including any emails, address book and/or web storage content) stored in or for your account without further notice to you.

## INTERNET ACCEPTABLE USE POLICY

You agree not to use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. You agree to comply with Satview's Acceptable Use Policy (AUP), which Satview may modify at any time.

## WARRANTIES AND LIMITATION OF LIABILITY

**YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. SATVIEW (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY, THE "SATVIEW PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF**

**WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY SATVIEW OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.**

**SATVIEW DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF SATVIEW HAS ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR SATVIEW SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY SATVIEW-PROVIDED EQUIPMENT).**

**SATVIEW DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY SATVIEW WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. SATVIEW SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.**

**IN NO EVENT SHALL THE SATVIEW PARTIES OR SATVIEW'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF SATVIEW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.**

**THE LIABILITY OF THE SATVIEW PARTIES, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) OUR THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO SATVIEW FOR THE SERVICE DURING THE NINETY (90) DAY PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION.**

**ALL OF THE FOREGOING LIMITATIONS STATED IN THIS SECTION SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.**

**ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION ALSO APPLY TO SATVIEW'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.**

**THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.**

#### **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless the Satview Parties against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any

intellectual property rights arising from or in connection with your use of the Service.

## **DISPUTE RESOLUTION WITH SATVIEW BY BINDING ARBITRATION**

**\*\*\*PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS \*\*\***

Satview encourages you to contact our Customer Service department if you have concerns or complaints about your Service or Satview. Generally, customer complaints can be satisfactorily resolved in this way. In the unlikely event that you are not able to resolve your concerns through our Customer Service department, you and Satview each agree to resolve all disputes through binding arbitration or a small claims court rather than lawsuits in courts of general jurisdiction, jury trials, or class actions. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and individual relief affecting individual parties that a court can award, including an award of attorneys' fees if the law allows. For any non-frivolous claim that does not exceed \$75,000, Satview will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from Satview for your own dispute to the same extent as you would be in court. In addition, under certain circumstances (as explained below), Satview will pay you more than the amount of the arbitrator's award if the arbitrator awards you an amount that is greater than what Satview has offered you to settle the dispute.

### **Arbitration Agreement:**

(a) You and Satview agree to arbitrate **all disputes and claims** between us related to or associated with the Service. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Agreement. It also includes claims that currently are the subject of class action or purported class action litigation in which you are not a member of a certified class. References to "Satview," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Satview Broadband Services under this or prior Agreements between us.

Notwithstanding the foregoing agreement, Satview agrees that it will not use arbitration to initiate debt collection against you except in response to claims you have made in arbitration. In addition, by agreeing to resolve disputes through arbitration, **you and Satview each agree to unconditionally waive the right to a trial by jury or to participate in a class action, representative proceeding, or private attorney general action.** Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority. In addition, you may bring any issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision, even after the Agreement is terminated.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Satview should be addressed to: Satview Communications, Legal Department, 3550 Barron Way Suite 13a, Reno, Nevada 89511 ("Notice Address"). The Notice must (1) describe the nature and basis of the claim or dispute, and (2) set forth the specific relief sought ("Demand"). If Satview and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or Satview may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Satview or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Satview is entitled.

(c) The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by the terms of this Agreement, and will be administered by the AAA. Procedure, rule and fee information is available from the AAA online at <http://www.adr.org>, by calling the AAA at 1-800-778-7879, or by calling Satview at 1-775 333 6626. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision, including the scope, interpretation, and enforceability of section (f) below, are for a court to decide. If your claim is for \$25,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$25,000, the right to a hearing will be determined by the AAA Rules. Unless Satview and you agree

otherwise, any in-person hearings will take place at a location that the AAA selects in the state of your primary residence unless you and Satview agree otherwise. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Satview agrees to pay your AAA filing, administration, and arbitrator fees (“AAA fees”) for claims for damages of up to \$75,000 and for claims for non-monetary relief up to the value of \$75,000, as measured from either your or Satview's perspective (but excluding attorneys’ fees and expenses). After Satview receives notice that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 but is subject to change by the AAA. If you are unable to pay this fee, Satview will pay it directly upon receiving a written request.) In addition, Satview will not pay your share of the AAA fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b). In such case, the payment of AAA fees will be governed by the AAA Rules, and you agree to reimburse Satview for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If you initiate an arbitration in which you seek relief valued at more than \$75,000 (excluding attorneys’ fees and expenses), as measured from either your or Satview’s perspective, the payment of AAA fees will be governed by the AAA Rules.

(d) If Satview offers to settle your dispute prior to appointment of the arbitrator and you do not accept the offer, and the arbitrator awards you an amount of money that is more than Satview's last written settlement offer, then Satview will pay you the amount of the award or \$5,000 (“the alternative payment”), whichever is greater. If Satview does not offer to settle your dispute prior to appointment of the arbitrator, and the arbitrator awards you any relief on the merits, then Satview agrees to pay you the amount of the award or the alternative payment, whichever is greater. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

(e) Although Satview may have a right to an award of attorneys' fees and expenses if it prevails, Satview agrees that it will not seek such an award.

(f) You and Satview agree to seek, and further agree that the arbitrator may award, only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Satview have suffered or may suffer. In particular, if either you or Satview seeks any nonmonetary relief, including injunctive or declaratory relief, the arbitrator may award relief on an individual basis only, and may not award relief that affects individuals or entities other than you or Satview. YOU AND SATVIEW AGREE THAT WE EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. FURTHERMORE, UNLESS BOTH YOU AND SATVIEW AGREE OTHERWISE IN WRITING, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING. If a court decides that applicable law precludes enforcement of any of this paragraph (f)'s limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

(g) Notwithstanding any provision in this Agreement to the contrary, you and Satview agree that if Satview makes any change to this arbitration provision during the period of time that you are receiving Satview services, you may reject that change by providing Satview with written notice within 30 days of the change to the Notice Address provided in (b) above and require Satview to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

#### **FORCE MAJEURE**

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that Satview is not liable for such interruptions. You further understand and agree that Satview has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Satview. In addition, Satview is not liable for any failure of performance due to any cause beyond its reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil, or military authority, or suspension of existing service in compliance with state and/or federal law, rules, and regulations, or delays caused by you or your equipment.

## **GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force. No waiver of any breach of this Agreement will be deemed a waiver of any future breach. This Agreement will be governed by the laws of the state where the Service is provided, without regard to its choice of law rules. Except as expressly set forth in this Agreement, this Agreement shall not provide any third party with a remedy, claim or right of reimbursement. 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.

## **OUR RIGHT TO MAKE CHANGES**

UNLESS OTHERWISE PROHIBITED BY LAW, SATVIEW MAY CHANGE THE TERMS AND CONDITIONS OF YOUR SERVICE AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, BILL INSERT, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THE WWW.SATVIEW.COM WEBSITE. YOU ACCEPT THE CHANGES IF YOU PAY FOR OR USE THE SERVICES AFTER NOTICE IS PROVIDED

## **ENTIRE AGREEMENT**

The terms and conditions of this Agreement, together with the Service order and any specific agreement regarding a term commitment and price agreed upon by you and Satview, are the entire agreement between you and Satview, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents. If you have signed (including electronically) an agreement with Satview, in the event of a conflict between that agreement signed by you and Satview and this document, the signed agreement shall control.

## **NOTICES**

Notices required under this Agreement by you must be provided to us at:

**Satview Broadband Ltd,  
Legal Department  
3550 Barron Way Suite 13a  
Reno, NV 89511**

Notice by Satview to you (including notice of changes to this Agreement) shall be deemed given when: (a) transmitted to your primary Satview email address; or (b) mailed as a letter, bill message, bill insert postcard or other notice via the US mail to your address on file with us; or (c) when posted to the [www.Satview.com/terms](http://www.Satview.com/terms) website.

Last update: July 1, 2016