Streamline Wireless

Terms And Conditions

Stream LLC, a Wyoming LLC, doing business as “Streamline”, and its affiliates (collectively, “Streamline Internet”, “we”, or “us”) will provide Services (defined below) to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in the Service Order Agreement (“SOA”) signed by you, and these Terms and Conditions (“Terms and Conditions”). The SOA, the Terms and conditions, and any amendments thereto signed by Streamline and You are collectively referred to as the “Agreement”.

For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by or is under common control with Stream LLC. Service(s) may include, but are not limited to, internet, video and/or voice over internet (each a “Service” and collectively the “Services”).

We may change our prices, fees, the Service(s) and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If you find the change(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the end of the notice period (the “Effective Date”) of the change, you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

**GENERAL TERMS AND CONDITIONS**

**1. ACCEPTANCE OF THIS AGREEMENT**

You will be deemed to have accepted the Agreement when you have signed or electronically submitted the SOA to Streamline, or when you start using use the Service(s), whichever occurs first.

**2. TERMINATION OF AGREEMENT**

Streamline may terminate this Agreement by notice to you if Streamline determines it is not feasible to provide the Services to your Premises and, in that case, this Agreement shall be of no further force or effect, and you shall receive a full refund of all equipment charges and installation fees paid to Streamline under the SOA.

**3. PAYMENT FOR SERVICES**

Equipment purchase charges and installation fees shall be paid by you in full upon execution of the SOA. Month charges for the Services shall be paid by you electronically using Streamline’s electronic payment facility, which can be accessed through the Streamline’s website. Any monthly payment not paid by the fifth (1st) day of the month shall be subject to a late fee of $15. If any monthly charge is not paid by the tenth (5th) day of the month, Streamline may cancel the Services upon notice to you. Thereafter, if you wish to re-activate service, you must pay all outstanding charges in full, together with a $200 re-activation fee; however, Streamline shall not be obligated to re-activate your Services.

You shall also pay for applicable federal, state, and local taxes, tariffs and fees (however designated), including 911/E911 fees.

YOU AUTHORIZE STREAMLINE TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. If the results of such credit experience are unacceptable to Streamline, Streamline may terminate this Agreement (and you shall receive a full refund of all monies paid to Streamline), or Streamline may require payment of an up-front deposit.

**4. CHANGES TO SERVICES**

Subject to applicable law, Streamline has the right to change our Service(s), Equipment and rates or charges, at any time with or without notice to you; however, if the Contract Term set forth in your SOA is one year or more, Streamline may not change your monthly charges until the end of your Contract Term. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

**5. ACCESS TO YOUR PREMISES AND EQUIPMENT**

You agree to allow us and our agents the right to enter your property at which the Service(s) will be provided (the “Premises”) at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner’s name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

**6. OWNERSHIP AND MAINTENANCE EQUIPMENT AND SOFTWARE**

***Streamline Equipment***. Streamline may provide certain equipment to you on a rental basis (such as routers) as indicated on the SOA. Such equipment shall be considered Streamline Equipment. Streamline may repair and maintain the Streamline Equipment from time to time and may remove it following termination of Service(s). You are responsible for the loss, repair, and replacement of the Streamline Equipment, including return such equipment to Streamline in good condition, ordinary wear and tear excepted, upon termination of this Agreement for any reason whatsoever.

***Purchased Equipment***. You shall purchase from Streamline the equipment identified on the SOA as purchased equipment (or words to that effect). Title to such equipment shall transfer to you upon payment of the equipment and installation charges set forth on the SOA. Thereafter, such purchased equipment shall be considered Customer Equipment (defined below).

***Customer Equipment***. Customer Equipment means software, hardware or services that you elect to use in connection with the Service(s), including equipment you purchase from Streamline in the SOA. You agree to allow us and our agents the rights to insert cable cards and other hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Streamline Equipment. Streamline shall not be responsible for the support, maintenance, repair or replacement of any Customer Equipment, including re-adjusting radio receivers after initial installation so they may receive radio signals from Streamline’s radio distribution facilities. If such radio receivers require re-adjustment after initial installation for any reason whatsoever, including damage from wind or electrical storms, Streamline will charge a service fee to re-adjust them.

**7. USE OF SERVICES**

You agree that the Service(s) and the Streamline Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Streamline Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the Streamline Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Streamline policy applicable to the Service(s). Use of the Streamline Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Streamline Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Streamline policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). You agree to indemnify, defend and hold harmless Streamline and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys’ fees) arising out of the use of the Service(s), the Streamline Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Streamline policies by you or any other user of the Service(s) at the Premises.

You agree to abide by Streamline’s Acceptable Use Policy (“AUP”), which is posted at <https://www.StreamlineISP.com/Legal> and Streamline’s Internet Privacy Policy (“IPP”), which is posted at <https://www.StreamlineISP.com/Legal>. Streamline may modify its AUP, IPP and other policies from time to time, and made change the location of where such policies are posted. Notwithstanding anything to the contrary in this Agreement, YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP, IPP AND ANY OTHER APPLICABLE STREAMLINE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE SUCH POLICY. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE AUP, IPP AND ALL OTHER POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.

**8. ASSIGNABILITY**

This Agreement and the Service(s) furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

**9. TERM AND TERMINATION**

***Term***.  The “Commencement Date” shall mean the first day the Services have been installed and are available for use. The “Contract Term” is set forth in the SOA. If the Contract Term is month-to-month, the “Term” shall begin on the Commencement Date and continue until one of us terminates this Agreement upon notice to the other as provided below in this Section. If the Contract Term is 12 months or more, the Term shall begin on the Commencement Date and continue until the end of the Contract Term. Monthly Charges shall be prorated for partial months of Service during the Term.

***Termination by You***.  You may terminate this Agreement for any reason at any time by giving 30-day advance notice to Streamline via email to the email address specified on [Streamline’s](http://www.comcast.com/) website, or by calling Streamline’s customer service line during normal business hours; however, if the Term of this Agreement is greater than one year, you will owe Streamline a “Cancellation Penalty” (described below).

***Termination by Streamline***. Streamline may terminate this Agreement for any reason at any time by giving you 30-day advance notice.

***Termination Date***. If this Agreement is terminated by Streamline or you as provided above, the Services shall be cancelled on the last day of the next month following the month in which notice is given (the “Termination Date”).

***Cancellation Penalty***. If this Agreement is terminated by you prior to the end of the Term, and if the Term is for a year or more, then you shall pay Streamline a Cancellation Penalty of 75% of the monthly charges for the remainder of the Term.

***Your Obligations Upon Termination***. Upon termination of this Agreement you will (a) pay Streamline in full for the Services through the Terminate Date; and (b) within ten (10) days of the Termination Date, you will return all Streamline Equipment to Streamline at our local business office or to our designee in working order, normal wear and tear excepted; otherwise, you will be charged for the replacement cost of such equipment at the amounts set forth on Streamline’s current price lists.

**10. LIMITED WARRANTY**

THE STREAMLINE EQUIPMENT AND SERVICE(S) ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER STREAMLINE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE STREAMLINE EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER STREAMLINE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

**11. LIMITATION OF STREAMLINE’S LIABILITY**

***Application***. The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Streamline and its underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine.

***Customer Equipment***. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF STREAMLINE EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER STREAMLINE NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY STREAMLINE, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS. WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF $500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY.

***Other Services or Equipment***. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST STREAMLINE FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE STREAMLINE EQUIPMENT AND THE SERVICE(S) AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE(S) IN ACCORDANCE WITH SECTION \_\_9\_\_.

***Disruption of Service***. The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, hurricane, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within sixty (60) days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S). Any credits provided by Streamline are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Streamline.

***Damages***. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER STREAMLINE NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TRESPASS, CONVERSION, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:

(1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES, OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE STREAMLINE EQUIPMENT OR THE SERVICE(S); (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF ANY EQUIPMENT OR SERVICE(S) (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE(S), THE STREAMLINE EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, EMAIL, VOICEMAIL, OR OTHER INFORMATION OR DATA); (c) THE USE OF STREAMLINE EQUIPMENT OR CUSTOMER EQUIPMENT TO PROVIDE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OTHERS ACCESSING CUSTOMER EQUIPMENT,STREAMLINE’S NETWORK, OR THE CONTENTS OF YOUR TRANSMISSIONS MADE THROUGH THE SERVICE(S), OR YOUR USE OF FILE SHARING, PRINT SHARING, OR OTHER CAPABILITIES THAT ALLOW OTHERS TO GAIN ACCESS TO YOUR COMPUTER NETWORK; OR

(2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE STREAMLINE EQUIPMENT OR THE SERVICE(S) BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

***Customer’s Sole Remedies***. Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Streamline and its employees, affiliates, suppliers, agents, contractors, distributors, licensors, and business partners is limited to the maximum extent permitted by law.

***Survival of Limitations***. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement.

**12. INDEMNIFICATION AND LIABILITY OF CUSTOMER**

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS STREAMLINE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE SERVICE(S), STREAMLINE EQUIPMENT, AND CUSTOMER EQUIPMENT; (b) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF STREAMLINE EQUIPMENT, CUSTOMER EQUIPMENT, OR THE SERVICE(S) OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; (c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM; AND (d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

**13. BINDING ARBITRATION**

***Purpose***. If you have a Dispute (as defined below) with Streamline that cannot be resolved through an informal dispute resolution with Streamline, you or Streamline may elect to arbitrate that Dispute in accordance with the terms of this Arbitration Provision rather than litigate the Dispute in court. Arbitration means you will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. Proceeding in arbitration may result in limited discovery and may be subject to limited review by courts.

***Definitions***. The term “Dispute” means any dispute, claim, or controversy between you and Streamline regarding any aspect of your relationship with Streamline, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory, and includes the validity, enforceability, or scope of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced. As used in this Arbitration Provision, “Streamline” means Stream LLC and its parents, subsidiaries and affiliated companies and each of their respective officers, directors, employees and agents.

**Initiation of Arbitration Proceeding/Selection of Arbitrator**. If you or Streamline elect to resolve your Dispute through arbitration pursuant to this Arbitration Provision, the party initiating the arbitration proceeding may open a case with the American Arbitration Association, [www.adr.org](http://www.adr.org/) under the Commercial Arbitration Rules of the American Arbitration Association "AAA".

***Arbitration Procedures***. Because the Service(s) provided to you by Streamline concerns interstate commerce, the Federal Arbitration Act (“FAA”), not state arbitration law, shall govern the arbitrability of all Disputes. However, applicable federal law or the law of the state where you receive the service from Streamline may apply to and govern the substance of any Disputes. No state statutes pertaining to arbitration shall be applicable under this Arbitration Provision.
If there is a conflict between this Arbitration Provision and the rules of the arbitration organization, this Arbitration Provision shall govern. If AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve your dispute with Streamline. If this situation arises, the parties shall agree on a substitute arbitration organization. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the rest of this Agreement, this Arbitration Provision shall govern.

A single arbitrator will resolve the Dispute. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect customer account information and other confidential or proprietary information.

The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

If an award granted by the arbitrator exceeds $75,000, either party can appeal that award to a three-arbitrator panel administered by the same arbitration organization by a written notice of appeal filed within thirty (30) days from the date of entry of the written arbitration award. The members of the three-arbitrator panel will be selected according to the rules of the arbitration organization. The arbitration organization will then notify the other party that the award has been appealed. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party’s notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which exists under the FAA.

***Restrictions:***

YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES) ABOUT WHICH YOU MUST CONTACT STREAMLINE WITHIN SIXTY (60) DAYS AS PROVIDED IN SECTION 2 OF THIS AGREEMENT, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS

***Location of Arbitration***. The arbitration will take place at a location convenient to you in the area where you receive the service from us.

***Payment of Arbitration Fees and Costs***. STREAMLINE AND CUSTOMER SHALL EACH PAY ½ OF ALL ARBITRATION FILING FEES AND ARBITRATOR’S COSTS AND EXPENSES. YOU ARE RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT YOU INCUR IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, FEES FOR ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN STREAMLINE’S FAVOR, YOU SHALL REIMBURSE STREAMLINE FOR THE PORTION OF THE ARBITRATION FILING FEES AND ARBITRATOR’S COSTS PAID BY STREAMLINE. IF THE ARBITRATION PROCEEDING IS DETERMINED IN YOUR FAVOR, YOU WILL NOT BE REQUIRED TO REIMBURSE STREAMLINE FOR ANY OF THE FEES AND COSTS ADVANCED BY STREAMLINE. IF AN APPEAL IS TAKEN TO THE THREE-PARTY ARBITRATION PANEL, AND IF STREAMLINE PREVAILS, YOU SHALL REIMBURSE STREAMLINE FOR ALL REASONABLE ATTORNEYS’ FEES AND COSTS INCURRED BY STREAMLINE IN THAT APPEAL.

***Severability***. If any clause within this Arbitration Provision is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of this Arbitration Provision will be given full force and effect. In the event this entire Arbitration Provision is determined to be illegal or unenforceable for any reason, or if a claim is brought in a Dispute that is found by a court to be excluded from the scope of this Arbitration Provision, you and Streamline have each agreed to waive, to the fullest extent allowed by law, any trial by jury.

***Continuation***. This Arbitration Provision shall survive the termination of your Service(s) with Streamline.

**14. GENERAL**

***Entire Agreement***. This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and STREAMLINE with respect to the subject matter of this Agreement and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Streamline does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Streamline nor trade practice shall act to modify any provision of this Agreement.

***Additional Representations and Warranties***. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

***Age***: You are at least 18 years of age.

***Customer Information***: During the term of this Agreement, you have provided and will provide to Streamline information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service(s) is being used, and payment data (including without limitation information provided when authorizing recurring payments). You agree to notify us promptly, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information is a breach of this Agreement.

***Information Provided to Third Parties***. Streamline is not responsible for any information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). In addition you are responsible for controlling access to any STREAMLINE Equipment and any other device you use to access the Services ("Connected Device"). You assume all privacy, security, and other risks associated with providing any individual with access to a Connected Device or providing any information, including CPNI or personally identifiable information, to third parties via the Service(s). For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

***Retention of Rights***. Nothing contained in this Agreement shall be construed to limit Streamline’s rights and remedies available at law or in equity. In the event you cancel without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**15. NOTICE METHOD FOR CHANGES TO THIS AGREEMENT**

We will provide you notice of changes to this Agreement consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by email, or by other permitted communication. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive the Service(s) after the change, we will consider this your acceptance of the change.

STREAMLINE may deliver any required or desired notice to you in any of the following ways, as determined in our sole discretion: (1) by posting it on our website or another website about which you have been notified, (2) by sending notice via first class U.S. postal mail or overnight mail to your Premises; (3) by sending notice to the email address on Streamline’s account records, or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and you waive any claims that these forms of notice are insufficient or ineffective. Because we may from time to time notify you about important information regarding the Service(s) and this Agreement by these methods, you agree to regularly check your postal mail, email and all postings on our website, or on another website about which you have been notified or you bear the risk of failing to do so.

**16. VOICE SERVICES – 911 NOTICES**

***Limitations***. Our voice Services includes 911/Enhanced 911 functionality (“911/E911”) that have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU AGREE TO CONVEY THESE LIMITATIONS TO ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES. IF YOU HAVE ANY QUESTIONS ABOUT 911/E911, CALL STREAMLINE. Streamline strongly encourages you to adopt a means of accessing 911/E911 using a land telephone line.

***Correct Address***: In order for your 911/E911 calls to be properly directed to emergency services, Streamline must have your correct Premises address. If you move Streamline’s voice Services to a different address without Streamline’s approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, and/or voice services (including 911/E911) may fail altogether. Therefore, you must call Streamline before you move Voice Services to a new address. Streamline will need several business days to update your Premises address in the E911 system so that your 911/E911 calls can be properly directed. All changes in service address require Streamline’s prior approval.

***Service Interruptions***: Streamline’s voice Services use the electrical power in your home. If there is an electrical power outage, 911 calling may be interrupted if a battery backup in the associated voice capable modem is not installed, fails, or is exhausted after several hours. Furthermore, calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or another technical problem.

***Suspension and Termination by Streamline***: You understand and acknowledge that all Streamline Voice Services, including 911/E911, as well as all online features of Streamline Voice, where we make these features available, will be disabled if your account is suspended or terminated.

***Telephone Number Assignments***:  The telephone numbers utilized for Streamline’s voice Services are assigned in accordance with applicable federal and state numbering rules. Therefore, Streamline cannot accommodate the assignment of a telephone number outside of the telephone rate center to which that number is appropriately assigned.

***Limitation of Liability and Indemnification***. YOU ACKNOWLEDGE AND AGREE THAT STREAMLINE WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICE(S), AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS STREAMLINE AND ITS AFFILIATES, SUPPLIERS OR AGENTS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE(S) RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE(S), INCLUDING THOSE RELATED TO 911/E911.

***VOICE-CAPABLE MODEM BACKUP BATTERY.*** If the voice-capable modem is equipped with a backup battery, such battery is used to provide service during a power outage to your home where power to Streamline’s network remains available. The length of time that Streamline’s voice Services will be available during a power outage will depend on the following: (i) the backup battery remains properly installed in the voice capable modem; (ii) the condition and age of the backup battery; and (iii) the amount of Streamline Voice Service usage when the voice capable modem is utilizing power from the backup battery. You understand and acknowledge that: (i) the performance of the backup battery is not guaranteed; and (ii) you will not be able to use Streamline’s voice services if electrical power to the voice capable modem is interrupted and the voice capable modem does not have a functioning backup battery. A voice capable modem backup battery does not power cordless phones or other equipment connected to the telephone line that require electricity from your Premises, such as telecommunications devices used to assist customers with disabilities.

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| Customer Signature |
| By signing below, you agree to and accept the terms of this Service Order Agreement, the Terms and Conditions, which can be found at <https://www.StreamlineISP.com/Legal>; and the 911 notices set forth above. |
|  |  |
| Signature: |  |
| Print: |  |
| Date: |  |