

Axiom Technologies Terms of Service: Fiber/Wireless/DSL/VoIP/Mobile Products

Access to the Internet Service is provided subject to the following Terms and Conditions:

1. The Internet Service provided to the Subscriber by AXIOM TECHNOLOGIES may only be used in accordance with all applicable laws, statutes, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to, any material, data, matter, software or software code, or intellectual property protected by copyright, trademark, privacy, or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Agreement to communicate, transmit, or promulgate in any manner, means or medium, any threatening, harassing, or obscene material, matter, or communications of any sort or to otherwise use the Internet Service for any illegal or unlawful purpose.
2. The subscriber is solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining to (i) the Subscriber's use of the Internet Service, (ii) the use of any networks connected to the Internet Service, and (iii) to the communications means by which the Subscriber connects their modem, PC terminal or other equipment to the Internet service.
3. The subscriber agrees to indemnify and hold harmless AXIOM TECHNOLOGIES, its officers, shareholders, agents and employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorneys fees, litigation and court costs resulting from the Subscriber's use of the Internet Service in any manner, whether directly, indirectly or by any act of omission or commission.
4. **Payment of the Internet service fee is due within 15 days after receipt of bill. After 15 day period, subscriber is subject to a \$5.00 late fee. If the Subscriber's payment is returned to AXIOM TECHNOLOGIES unpaid, the Subscriber is immediately in default and subject to "Current Applicable Late Fee" from AXIOM TECHNOLOGIES. Accounts unpaid 30 days after payment is due may have their service interrupted. Service interruption does not relieve the Subscriber from the obligation to pay the Internet Service fee. Only a 30 day written request to terminate the service relieves the Subscriber of the Subscriber's obligation to pay the monthly account charge, unless within the first year of service as described in Section 8. Providing 30-days written notice to terminate service does not relieve customer of contract obligations as set forth in section 8. If the Subscriber defaults, the Subscriber is to pay AXIOM TECHNOLOGIES its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.**
5. In the event AXIOM TECHNOLOGIES is required to engage the service of an attorney because of a breach by the Subscriber of any of the terms herein contained, the Subscriber agrees to pay all of AXIOM TECHNOLOGIES's reasonable attorney's fees and court costs. Upon breach of this Agreement, all of Subscriber's rights and privileges shall immediately be terminated and upon such termination all subscriber fees shall be forfeited as liquidated damages to AXIOM TECHNOLOGIES. Both parties expressly waive a jury trial.
6. Either AXIOM TECHNOLOGIES or the Subscriber, upon a 30 day written notice, can cancel this agreement at any time. If within the first year of service, a penalty will apply as set forth in section 8. Providing 30-days written notice to terminate service does not relieve customer of contract obligations as set forth in section 8.
7. The Subscriber agrees that AXIOM TECHNOLOGIES has the right to delete all data, files, or other information that is stored in the Subscriber's account, if the Subscriber's account with AXIOM TECHNOLOGIES is terminated for any reason, by either AXIOM TECHNOLOGIES or the Subscriber.
8. **CANCELLATION OF SERVICE BY CUSTOMER: AXIOM TECHNOLOGIES reserves the right to charge a disconnection fee of up to \$250.00, which will be applied to the final bill, if the customer cancels within the initial term of installation. The customer's final bill will be equal to the cancellation fee minus any amount prepaid in excess of the obligations for the current billing month. If the customer cancels their service after the expiration of the initial contract term, any prepaid amount in excess of the current billing month will be refunded to the customer. Example: Bill date from 2/1 to 2/28. Customer cancels their service on 2/20, the refund would be as of the next billing date 3/1. In addition, if a customer moves their residence, prior to the end or after the initial contract, and wishes to remain an AXIOM TECHNOLOGIES customer, there is a \$50.00 transfer fee for the install at the new location. In addition, the new install restarts a new contract term and the customer would be subject to a cancellation fee if they choose to discontinue service within the new term. However, if they cannot get an install at new location, they are liable for the contract cancellation fee.**
9. AXIOM TECHNOLOGIES shall have the right to suspend service to the Subscriber at any time, and for reasonable cause, without notice.
10. Upon acceptance of the Subscriber's application for the Internet service, the Subscriber will be provided with access to the Internet Service on an as available, first-come, first-serve basis. Permission to access the Internet Service shall remain valid and in force effect during the term of this Agreement, except as provided elsewhere herein.
11. The Subscriber's rights herein granted cannot be transferred, shared, sold, or used by anyone other than the Subscriber and his or her immediate household. Accounts that have been transferred to other parties, or show other activity in violation of this paragraph, are subject to either i) immediate cancellation, or ii) double billing, at the sole discretion of AXIOM TECHNOLOGIES.
12. **NO WARRANTY:** AXIOM TECHNOLOGIES, exercises no control over the content and/or availability of the information through the Internet service, and Internet service, in its entirety is provided on an "AS IS" basis. No warranty, either express or implied, of any kind, is granted to Subscriber.
13. **LIMITED LIABILITY:** Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge/damage/interference, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of agreement, tortious behavior, negligence, or under any other cause of action shall be strictly limited to the amount paid by or on behalf of the subscriber to the company for the current month.
14. Use of the Internet Service account constitutes acceptance of these Terms and Condition as well as acceptance and agreement to the AXIOM TECHNOLOGIES Acceptable Use Policy, which is included with this document.
15. Axiom's DMCA Policy is attached
16. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. AXIOM TECHNOLOGIES reserves the right to modify these Terms and Conditions at any time. The current version of these Terms can be found at <http://www.connectwithaxiom.com/Axiom-TOS.pdf>. It is your responsibility to check this page periodically for changes. All pricing is subject to change without notice.
17. **Equipment installed, (e.g., receivers, masts, POE's and wired routers for wireless subscribers, modems for DSL subscribers) are the sole property of Axiom Technologies and will be returned to Axiom Technologies at cancellation of service. Customers have four weeks from the date of cancellation to return the equipment to AXIOM TECHNOLOGIES. Axiom has the right to retrieve their outside equipment after being advised of cancellation. The customer is also responsible for the equipment while at their premises and will reimburse Axiom for any or all damages caused by fire, flood and/or theft. Axiom has the right to maintain equipment at the customer's location, and to service the equipment on the outside of the house without the customer being present. If equipment is not returned, or if AXIOM TECHNOLOGIES is not allowed to remove equipment, the customer will be liable for the equipment that is not installed at the replacement cost of up to \$50.00 or more depending on gear installed. AXIOM reserves the right to retrieve gear on the outside of a home for up to a year beyond the cancelling or suspension of service.**
18. **Technical support covers Internet connectivity to the customer's premises. This consists of any or all gear on the exterior of the building, and includes AXIOM-owned or provided gear within the building. This does NOT include customer-owned routers or computers. Any support required beyond AXIOM connectivity is available as a billable service at our current standard bench repair and/or labor and travel rates, as applicable.**
19. To the fullest extent permitted by law, the customer, shall indemnify and hold harmless Axiom Technologies, its owners, officers, directors, consultants, agents, employees and subsidiaries, from and against any claims, damages, losses or expenses, including, but not limited to, attorney's fees and costs, arising out of, resulting from, and/or associated with the performance of Axiom's equipment and labor, provided that such claims, damage, loss or expense is caused in whole or in part by any act(s) or omission(s) of the customer.
20. **Axiom reserves the right to request, at the customer's cost, a signed letter from a duly licensed electrician certifying that the electrical service at the customer's premises meets with all Federal, State, and Local laws, regulations, and codes.**
21. **Axiom's customer cannot transfer service to anyone else outside their own installed premises without the expressed authorization of Axiom Technologies. Any and all unauthorized transfer will be considered Internet Theft, punishable by the law.**
22. **911 Emergency Calls Disclaimer for VoIP. When you elect to put a phone on Internet Service, you need to be aware that if the electricity goes out leaving you with no Internet or the Internet itself is not functioning, you will not be able to use the Voice Over Internet Phone for any calls, emergency or otherwise. Also Axiom is required to inform you that you must register your phone number and location with enhanced 911 for this area.**

Axiom is not responsible for typographic errors.

Signing the install paperwork agrees that I am satisfied with my installation and all installed equipment and agree with the terms of service. I understand that if I would like to have the equipment relocated at a later date that I will be charged at the current labor and travel rates. All terms and prices subject to change without notice and are listed on our website.