



Services, Inc

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www.CQservices.com

CQ Services™ Service Agreement

READ CAREFULLY. THIS AGREEMENT IMPOSES OBLIGATIONS UPON YOU.

1. **Definitions.**
 - a. "CQ Services™" means CQ Services, Inc., or any successor entity or assignee.
 - b. "PROVIDER" means **CQ Services™**.
 - c. "CLIENT" means the party as specified in the Service Application.
 - d. "Account" means the CLIENT's designated account (Login ID) authorized by PROVIDER to access and use the Service.
 - e. The "Service" means the PROVIDER's on-line service or any successor service provided by PROVIDER. The Service offers CLIENTs Internet access as well as certain content and services made available by or through PROVIDER and certain third party content and service providers.
 - f. "Content" means content, products or services made available by or through PROVIDER and certain third party content and service providers.
 - g. "Agreement" means this Service Agreement, as it may be amended from time to time by PROVIDER.
 - h. "Computer" means the personal computer located at CLIENT's residence that will be used to access the Service.
 - i. "Terms" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by PROVIDER regarding permissible or impermissible uses of, or activities related to, the Service.
2. **General.** This agreement is between PROVIDER and CLIENT and sets out duties and responsibilities associated with providing CLIENT with the Service through an Account. CLIENT represents and warrants that CLIENT is at least 18 years of age. Minors who access this Service are assumed to have parental or guardian consent before accessing this Service. This agreement covers INTERNET services only. Not covered by this agreement are hardware, communication lines and/or software for access to the INTERNET. By accessing the Service, CLIENT agrees to the terms and conditions of this Agreement. If CLIENT does not wish to be bound by these terms and conditions, CLIENT may not access or use the Service. PROVIDER may modify this Agreement at any time, including modification of prices, and such modification shall be effective immediately upon posting of the modified Agreement at <http://www.CQservices.com/Legal/>. CLIENT agrees to review this Agreement periodically to be aware of such modifications and CLIENT's continued use of the Service shall be deemed to be CLIENTs acceptance of the modified Agreement. If CLIENT does not agree to any modification of this Agreement, CLIENT must immediately stop using the Service.
3. **Service Description.** PROVIDER provides to CLIENT as part of the Service, dialup access to the Internet and certain offerings available on the Internet, through telephone numbers, which PROVIDER will provide in specified local offering areas. The Service is generally available daily, seven days per week, subject to periods of maintenance or system upgrades by PROVIDER or its telecommunication suppliers. PROVIDER cannot guarantee availability of the Service when PROVIDER's suppliers fail to provide scheduled telecommunication services to PROVIDER. PROVIDER does not warrant that the available access number will be a local call from CLIENT's area code and exchange. PROVIDER will facilitate CLIENT to select a user identification code (Account ID) to enable access to the Service. PROVIDER shall send all notices to CLIENT at such user

name. PROVIDER takes reasonable steps to implement maintenance and disaster recovery procedures with respect to the Service, but due to the nature of the Internet, it cannot guarantee any performance specifications whether for disaster recovery, response time, signal quality or downtime. PROVIDER has a 30-minute inactivity timeout applying to the Service, and an automatic 8-hour session disconnection. PROVIDER reserves the right to change limit times on its systems without notice. PROVIDER does not guarantee automatic disconnections.

4. **Right of refusal.** PROVIDER has the right to refuse services to anyone for any reason.
5. **Telephone Calling Area.** CLIENT agrees that it is solely the CLIENT's responsibility to contact CLIENT's local telephone company to determine if use of a particular PROVIDER dialup number will cause CLIENT to incur any charges. PROVIDER is not responsible for paying any charges incurred by CLIENT through CLIENT's use, or attempted use of CLIENT's account.
6. **Communication lines (if needed).** CLIENT agrees that it is solely the CLIENT's responsibility for getting the communications lines (if needed) installed and activated by a Telco company.
7. **Account Responsibility and Third Party Usage.** CLIENT is solely responsible for all access to the Service through CLIENT's Account whether or not it occurred with CLIENT's consent or knowledge and is subject to the terms of this Agreement, the Acceptable Use Policy at <http://www.CQservices.com/legal/AUP/> and any applicable laws. For the purposes of this Agreement, all use of CLIENT's account, whether or not authorized by CLIENT and with or without CLIENT's knowledge, shall be deemed CLIENT's use. CLIENT shall be responsible for protecting the confidentiality of CLIENT's passwords, and for ensuring that all use of CLIENT's account complies fully with the provisions of this Agreement.
8. **Policies.** CLIENT agrees to comply with PROVIDER's policies respecting the Service as provided from time to time, including this Agreement, the "Acceptable Use Policy" <http://www.CQservices.com/legal/AUP/>, the "Copyright Infringement Policy" <http://www.CQservices.com/legal/CIP/> as well any policies to which CLIENT is directed when registering for or using the Service, and with any applicable laws. CLIENT understands that the Service is subject to immediate termination without compensation for non-compliance with the policies. Further, CLIENT will be solely responsible for the full amount of any tangible and intangible damages such non-compliance may cause. CLIENT agrees to hold PROVIDER, its affiliates and agents harmless from all liabilities and expenses related to any violation of this Agreement by CLIENT or any user of CLIENT Account, or in connection with use of the Service. PROVIDER reserves the right to change the policies to reflect the dynamic nature of the Internet. Both policies are available on-line any time at <http://www.CQservices.com/legal/> or as a hard copy by written request only.
9. **Fees and Charges.** The Service is provided in accordance with monthly rates, installation fees (if any), activation fee, usage fees (if any), and web traffic fees (if any) and other fees, if any, identified to CLIENT upon placing order for the Service. Rates and fees do not include applicable taxes or any long distance charges. The setup fee and first month fee is due upon signup. CLIENT agrees to pay such fees and charges, including applicable taxes, incurred in connection with the provision of and/or use of the Service through Account in accordance with the rates and terms established by PROVIDER for the Service or to which CLIENT is directed to review when using the Service. PROVIDER reserves the right to alter its fees, rates and terms as outlined in Section 2 of this Agreement. Unless otherwise stated, any amount under this Agreement must be paid within 20 days of the date of the invoice. For amounts not paid when due, CLIENT agrees to pay a penalty of \$9.95 per month. CLIENT has the option to pay for the Service by credit card or by pre-authorized payment.
10. **Refunds.** CLIENT agrees that there will be no reimbursement and no pro-rate if CLIENT decides to terminate the Service before the end of a prepaid term, regardless of the reason for the termination.
11. **No returns.** PROVIDER will not return collected fees for the Service.

12. **Cut off period for billing errors.** 30 days cut off period is set for billing error claims. CLIENT agrees that CLIENT has no rights to claim any billing errors for period earlier than 30 days from the date of the claim. All bills are final after 30 days.
13. **Cancellation.** CLIENT agrees that CLIENT will be responsible for all charges posted to CLIENT's account until CLIENT cancels the account by one of the specified methods as described below and receives subsequent confirmation by PROVIDER. This Agreement can only be terminated by CLIENT upon written notice to PROVIDER via U.S. mail to:
CQ Services, Inc.
ATTN: Billing
101 Desmond Street
Sayre, PA 18840-2001
or via e-mail to billing@CQservices.com or via facsimile to (570) 882-9679. CLIENT must include Account and real name in correspondence. The cancellation process is only considered complete upon receipt of CLIENT's written request and subsequent confirmation by PROVIDER. PROVIDER may suspend or restrict the Service, at any time without notice, or terminate this Agreement and the Service at any time if:
 - a. The operations or efficiency of the Service is impaired by the use of the Account or the Service; or
 - b. Any amount is past due from CLIENT to PROVIDER; or
 - c. There has been or is any breach of any term or condition of this Agreement. PROVIDER shall have no responsibility to notify any third party providers of services, merchandise or information of such termination or suspension. Any termination of this Agreement shall not relieve CLIENT from any amounts owing or other liability accruing hereunder prior to the time that such termination becomes effective; or
 - d. CLIENT does not comply with the "Acceptable use policy" available on-line at this address <http://www.CQservices.com/legal/AUP/>.
14. **Credit cards.** Accounts paid by credit card will be automatically renewed unless PROVIDER is notified in writing 30 days prior to expiration date of service.
15. **Billing information updates.** CLIENT agrees to provide to PROVIDER any changes to the billing information promptly. Billing information includes but is not limited to credit card information, address, telephone numbers, and checking account information.
16. **Reselling and CLIENT Conduct.** CLIENT will not resell the Service, or any portion thereof, or otherwise charge others to use the Service, or any portion thereof. Further, CLIENT will not redistribute the Service, or any portion thereof, whether or not CLIENT receives compensation for such redistribution. The Service as offered under this Agreement is a residential service offered for personal, non-commercial use only. CLIENT agrees not to use the Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the Service), public use, operation of various server software or for any enterprise purpose whether or not the enterprise is directed toward making a profit.
17. **Account Information sharing.** CLIENT agrees to keep his account information such as his Login ID, password(s), etc. confidential. PROVIDER shall not be responsible for lack of privacy, overtime bills or any other consequences of account information sharing. Sharing of account information is prohibited.
18. **User Information.** CLIENT understands that CLIENT messages may be the subject of unauthorized third party interception and review. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are CLIENT's responsibility. PROVIDER has no obligation to monitor the Service. However, CLIENT agrees that PROVIDER reserves the right to monitor the Service electronically from time to time and to disclose any information necessary to satisfy any laws, regulations or other governmental request, to operate the Service or to protect itself or others.
19. **Quality of Service.** PROVIDER will make the best efforts to provide quality and uninterrupted Service.

20. **Excused Performances.** PROVIDER shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Service, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond PROVIDER's reasonable control.
21. **Indemnification.** CLIENT shall indemnify, defend by counsel reasonably accepted by PROVIDER, protect and hold PROVIDER harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to Internet access, web hosting and other services provided by PROVIDER to the CLIENT.
22. **No Liability for Content.** Be aware that some content, products or services available with or through the Service may be offensive to CLIENT or may not comply with applicable laws. CLIENT agrees to understand that neither PROVIDER nor its affiliates and its agents attempt to censor or monitor any such Content. CLIENT understands that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. CLIENT assumes total responsibility and risk for access to or use of such Content and for use of the Internet. PROVIDER and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such Content.
23. **Security and Privacy.** PROVIDER will not be responsible for any corrupted files or viruses, which affect CLIENT. It is CLIENT's responsibility to safeguard CLIENT's Computer, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the PROVIDER's network as a result of CLIENT failure to properly secure CLIENT Computer may result in the immediate termination of Service. PROVIDER cannot ensure or guarantee privacy for users of the Service. It is therefore recommended that the Service not be used for the transmission of confidential information. Any such use shall be CLIENT's sole risk and PROVIDER, its affiliates and its agents shall be relieved from all liability in connection therewith.
24. **IP Address/Host Name.** Any IP address assigned to CLIENT by PROVIDER is the property of PROVIDER at all times. IP addresses will change each time CLIENT connects to service, or any time at the discretion of PROVIDER without prior notice to CLIENT. PROVIDER assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to any change in IP addressing or host names.
25. **CLIENT Equipment.** It is CLIENT's responsibility to ensure that CLIENT's Computer meets the current minimum requirements as stated by PROVIDER as being necessary to use the Service. From time to time, the Computer and equipment required to access and use the Service may change. Accordingly, CLIENT's Computer and equipment may cease to be adequate to access the Service. In such event, CLIENT's sole remedy will be to terminate this Agreement.
26. **Risk Control.** The fees charged by PROVIDER reflect the allocation of risk herein and the limited recourse to PROVIDER afforded for in this Agreement. PROVIDER will not assume any responsibility for CLIENT acts or omissions or of any individual who uses CLIENT Account. As between PROVIDER and CLIENT, CLIENT is better able to put in place physical and procedural impediments to the inappropriate use of and to supervise CLIENT Account. Account and password protection shall be CLIENT's responsibility.
27. **Performance Levels.** Speed is a function of the bottlenecks experienced upon the wider network architecture of the Internet itself. As such PROVIDER does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of service is always delivered.

28. **Disclaimer of Warranty; Limitation of Liability.** PROVIDER shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this agreement or the Service, including but not limited to damages for lost profits, loss of use, lost data, phone bills, communication line bills, loss of privacy, damages to third party even if PROVIDER has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. CLIENT understands that the Service provides a connection to the Internet that may be unfiltered, and that the PROVIDER neither controls nor assumes responsibility for any content on the Internet. It will be the CLIENT's responsibility for the usage of his account and any consequences of this usage.

CLIENT AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES THAT ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS AGREEMENT. PROVIDER MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT FURTHER AGREES THAT ALL USE OF THE SERVICE (INCLUDING BUT NOT LIMITED TO THE ACCESSING AND USE OF CONTENT, INFORMATION, SERVICES, AND SOFTWARE, THE PURCHASE OF MERCHANDISE AND SERVICES, THE TRANSMISSION OF INFORMATION AND OTHER COMMUNICATIONS BY AND TO SUBSCRIBER AND THE DOWNLOADING OF COMPUTER FILES) IS AT CLIENT'S SOLE RISK.

IN NO EVENT (INCLUDING NEGLIGENCE) WILL ANY PARTY OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE SERVICE (INCLUDING THE CONTENT INCLUDED THEREIN OR THE SERVICES ACCESSED THEREBY) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, ANY ACTION TAKEN TO PROTECT THE SERVICE OR THE BREACH OF ANY WARRANTY.

29. **Information.** CLIENT hereby acknowledges that PROVIDER and its affiliates may retain and use any information, comments or ideas conveyed by CLIENT relating to the Service (including any products and services made available on the Service). This information may be used to provide CLIENT with better service.
30. **Storage of Communications.** CLIENT hereby acknowledges that PROVIDER assumes no responsibility for the deletion, loss of or failure to store email messages, communications, or other content maintained or transmitted through PROVIDER services. PROVIDER may establish at its sole discretion an upper or maximum limit on the extent of message storage it will maintain for CLIENT.
31. **No solicitation.** CLIENT agrees not to approach PROVIDER's employees with proposals to hire them as CLIENT's own employees or contractors. If CLIENT were to hire any of PROVIDER's employees, CLIENT agrees to pay PROVIDER for each employee thus hired the greater amount of: three (3) years salary for that employee as CLIENT is to pay such employee, or \$200,000 U.S. dollars.
32. **Entire Agreement.** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they

are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.

33. **Modification.** This Agreement shall not be modified, amended, canceled or in any way altered, nor may it be modified by custom and usage of trade or course of dealing, except by an instrument in writing and signed by both of the parties hereto.
34. **Waiver.** Performance of any obligation required of a party there-under may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.
35. **Separability.** If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.
36. **Governing Law.** This Agreement was entered into in the State of Pennsylvania and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of Pennsylvania applicable to contracts entered into and performed entirely within the State of Pennsylvania.
37. **Authority to Execute.** Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement and that it hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.
38. **Account Transfer.** Except to the extent authorized by PROVIDER, transfer of all or a portion of CLIENT's account to any other person or entity, or to a new residence or other location, is prohibited.
39. **Benefit of Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.
40. **Cumulative Remedies.** Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
41. **No Partnership or Agency.** Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party hereto, it being understood that the parties are independent contractors vis-à-vis one another.
42. **No Third Party Beneficiaries.** Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.
43. **Captions.** The section headings and captions contained herein are for reference purposes and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.
44. **Gender.** Where the context so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.
45. **Recitals.** The recitals above set forth are incorporated herein by reference.
46. **Arbitration.** Any dispute arising under this agreement shall be resolved by binding arbitration in the town of Sayre, PA and under the rules of the American Arbitration Association.