



Welcome to **ABS Technologies** Internet Services! We are pleased you chose us to provide your Internet Services.

**IMPORTANT:** Please read the Agreement of **ABS Technologies** Hosting Services below carefully. Print and save a copy for your records. By signing up for a Website, you agree to the terms and conditions contained in this Agreement for **ABS Technologies** Services.

If any of the language is not clear or you do not agree with the terms and conditions included in the *Agreement* for **ABS Technologies** Services, please contact us at **(877) 888-8894** or **508-824-6380**.

## **Agreement for ABS Technologies Services**

### **INTRODUCTION:**

**ABS Technologies** Information Services, will provide to **Customer**, as a subscriber, 24/7 Dedicated Internet Access as described below (the "Service"). Please sign or click on the "I Accept" button below as appropriate to indicate that you have read and agree with the terms and conditions of this *Agreement* and **ABS Technologies** Terms and Conditions. By purchasing and continuing use of the Service, **Customer** agrees to be bound by and to use the Service in compliance with this *Agreement* and the Terms and Conditions, as each are amended from time to time. If **Customer** does not agree to the terms and conditions of this *Agreement*, including any future revisions, **Customer** may not use the Service and if you are a current subscriber, **Customer** must terminate use of the Service under **ABS Technologies** Terms and Conditions.

### **SUBSCRIBER REQUIREMENTS:**

The Service may require a local access line be purchased from your local telephone company. **ABS Technologies** may assist you in contacting the telephone company or in specifying your telephone line needs; however, this makes no implication of any responsibility on the part of **ABS Technologies** for your telephone line, payment for that line, or reliability of your connection through this line. You are solely responsible for determining if use of the Service will cause you to incur phone company charges. **ABS Technologies** is not responsible for any long-distance, toll, or other telecommunications charges you incur.

Current prices for **ABS Technologies** Service may be obtained by calling your **ABS Technologies** Corporate Sales Representative at **1-877-888-8894** or **508-824-6380**, ("Sales"). **ABS Technologies** reserves the right to change prices and institute new fees at any time upon thirty 30-days prior notice.

#### **OBLIGATIONS:**

**ABS Technologies** will provide **Customer** with: (a) an appropriate router configured for the Service (if you purchased the router with the Service); (b) 24/7 dedicated connectivity to the Internet through **ABS Technologies** Internet Services; and (c) technical phone support for the Service you have purchased. For Dedicated Access Services that include IP addresses, **ABS Technologies** will provide a block of Internet accessible IP addresses for your local area network ("LAN").

Please note that the quality of your Internet connection can be affected by the quality of the local access line you purchased from the telephone company (with the exception of Wireless Service). There are times that the local access line is the cause of a connection problem. **ABS Technologies** will offer advice in handling connection problems that result from telephone line connectivity issues; however, **ABS Technologies** has no control of or responsibility for the reliability of said lines. If you violate any of the Prohibited Network Abuse Activities stated in the Terms and Conditions, including the rules about spam, **ABS Technologies** will block your account immediately and without warning. **ABS Technologies** respects its subscribers' privacy and does not randomly filter, monitor or disclose the contents of private e-mail or other private communications. However, **ABS Technologies** will, under appropriate circumstances, disclose the identity of a subscriber to third parties in response to a valid legal subpoena and will otherwise cooperate with legitimate police inquiries and lawful civil proceedings.

**ABS Technologies** technical personnel are not familiar with your "LAN" and they are not qualified to help you with network problems. ANY SUGGESTIONS YOU MAY RECEIVE FROM **ABS Technologies** PERSONNEL REGARDING YOUR LAN OR ANY COMPUTERS OR SYSTEMS CONNECTED TO YOUR LAN ARE USED AT YOUR OWN RISK. **ABS Technologies** does not repair computers or consult on issues regarding your local network. If you determine that you are having difficulty connecting to the Internet because of hardware or network issues, we recommend that you contact your hardware manufacturer or network manager.

## **SUBSCRIBER RESPONSIBILITIES:**

**Customer** is responsible for configuring your "LAN" and computers or other equipment connected to your "LAN" to connect to and use the Service. We strongly recommend your "LAN" manager be involved in this process. **Customer** is responsible for ensuring that such equipment or service is compatible with **ABS Technologies** equipment. If **Customer** ever loses an Internet connection, please contact our Customer Support or use **ABS Technologies** web form located at **ABS Technologies** Website so we can determine if there is a telephone company related issue.

For security reasons, a **Customer** who has a password to their own Internet access router, it is vital that they do not share it with anyone to avoid disruption or misuse of your connection.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY:**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **ABS Technologies** DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. **ABS Technologies** MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH THE SERVICE OR THE INTERNET GENERALLY. NO ADVICE FOR INFORMATION GIVEN BY **ABS Technologies** OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. **ABS Technologies** AND ITS AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, **ABS Technologies** CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

## **TERMINATION OF AGREEMENT:**

Continued use of the Service constitutes acceptance of this *Agreement* and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your

sole and exclusive remedy is to discontinue using the Service and to terminate your account based on the guidelines referenced in the Terms and Conditions.

**MISCELLANEOUS:**

This *Agreement*, including the Terms and Conditions, **ABS Technologies** and other user policies posted on its Website, constitutes the entire *Agreement* between **Customer** and **ABS Technologies** with respect to the use of the services. **ABS Technologies** may revise, amend, or modify this *Agreement* at any time and in any manner. Notice of any revision, amendment, or modification will be posted on **ABS Technologies** Website and/or by e-mail and/or in our various publications and mailings to subscribers.

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