



Albion Ventures, LLC

Terms of Service

Revisions effective as of August 11, 2025.

1. Scope of Agreement

1.1 **General:** This Agreement outlines the terms between you, the subscriber, and Albion Ventures, LLC, for using Albion Ventures' Internet access service.

1.2 **Acceptance:** You accept this Agreement by submitting an online order, electronically accepting terms during registration, or using the Service. The Agreement includes these Terms of Service, the Acceptable Use Policy, and the Privacy Policy.

2. Service

2.1 **Definitions:** "Service" refers to Albion Venture's Internet access service, including Equipment (e.g., wireless radios, routers, cabling) and technical support. It's also known as Albion Ventures "RES-Q Broadband."

2.2 **Changes to Service:** Albion Ventures may modify Service features, content, or applications, and will make reasonable efforts to notify you in advance.

3. Authorized User, Use, and Responsibilities

3.1 You must be 18 years or older and provide accurate information. False information may delay or terminate Service. You are responsible for notifying Albion Ventures of any changes to your personal or billing details.

3.2 You are responsible for all account activity, including secondary accounts, regardless of whether the activity was authorized by you.

3.3 **RES-Q Broadband Service Restrictions:**

- No reselling of the Service or engaging in excessively high-volume use that, in Albion Venture's sole discretion, negatively impacts network performance or exceeds the intended scope of the subscribed service plan.
- Multiple devices in one location can connect via a single account and IP address.



- The SIM card provided with your Service is intended for use exclusively with the Albion Ventures-provided device and may not be removed or transferred to any other device.
- No server hosting (personal or commercial).

3.4 Albion Ventures may audit connections to enforce this Agreement.

3.5 Albion Ventures may modify or restrict bandwidth for downloads without prior notice to manage network resources. To ensure fair access during congestion, we or our network provider may temporarily slow data speeds for heavy users, potentially affecting streaming, downloads, or other high-bandwidth activities. This applies to all plans, particularly those with high data usage, and may occur during peak usage periods or in areas with limited network capacity. Subscribers may be notified via email or account alerts if their usage triggers significant restrictions.

4. Acceptable Use Policy

You must comply with the Acceptable Use Policy (Attachment 1).

5. Revisions

Albion Ventures may revise these terms by posting updates on its website. Pricing changes are effective immediately for pay-as-you-go services and after 30 days for monthly subscriptions. Other revisions are effective upon posting. Your continued use of the Service after revisions implies acceptance. If you disagree with the revisions, you may terminate the Service.

6. Availability of Service

6.1 Service is provided "AS IS" and "AS AVAILABLE." Throughput speeds and availability are not guaranteed. Download speeds may be limited.

6.2 Albion Ventures may restrict Service use or availability for maintenance without prior notice or liability.

6.3 Equipment remains Albion Venture's property. You must return it within 30 days of termination in its original condition (normal wear and tear excepted), or you will be subject to charges.

7. Third-Party Agreements

Services provided through third-party network infrastructure are subject to the network provider's terms, including their usage and network management policies, which we enforce to maintain service quality. Violation of those terms may lead to Service termination.



8. Email and Email Messaging Service

Email use must comply with Albion Venture's email and anti-spam policies. Albion Ventures is not an email service provider.

9. Term and Termination

9.1 Effective Date and Term: This Agreement begins upon acceptance (per Section 1.2) and continues until terminated.

9.2 Termination:

- Either party may terminate this Agreement with notice. Albion Ventures' termination is effective after 30 days; your termination is effective upon notice to a Customer Care Specialist. To be valid, your notice of termination must be provided by speaking directly with a Customer Care Specialist during business hours. Notices sent via email, mail, or any other method will not be accepted for account cancellation.
- An Equipment recovery fee of \$99 applies if Service is canceled within 12 months (applicable only for term agreements). Unreturned equipment will incur a \$550 fee.
- You are responsible for all remaining charges through the termination date. Activation and setup fees are non-refundable.
- Albion Ventures may terminate the Service immediately without notice for breaches of this Agreement, legal prohibitions, network disruptions, court orders, or cessation of Service in a particular area. Pricing subject to change.

9.3 Terminated Account: Albion Ventures may refuse reapplication after termination. A reconnection fee will apply for Service reactivation.

9.4 Regulatory Compliance: Albion Ventures may terminate or modify Service without notice if this Agreement conflicts with legal rulings.

9.5 Data Deletion: Upon termination, Albion Ventures may delete all account data without notice.

10. Pricing and Payment

10.1 Prices and Fees: You agree to pay all fees as outlined during the ordering process, plus applicable taxes, activation, recovery, reconnection, and service call charges. You also agree to pay other applicable charges, including but not limited to, fees for no-show installation or service appointments, fees for custom installation work, and default or late fees for delinquent accounts. Monthly charges are billed in advance; usage charges are billed in arrears. Credit card billing is the standard method of payment.

10.2 Service Plan Changes: Changes to your Service plan are effective immediately and may result in increased fees.



10.3 **Nonpayment:** Service may be discontinued without notice if payment fails (e.g., credit card refusal).

10.4 You can change Services via the online billing system, subject to eligibility.

10.5 Fee waivers are at Albion Ventures' sole discretion. Pricing subject to change.

11. Management of Your Data and Computer

11.1 **System Management:** You are responsible for ensuring your equipment, software, and updates are compatible and sufficient to access the Service. Bandwidth varies based on usage and network conditions.

11.2 **Data Management:** You are responsible for managing your data (e.g., backups). Albion Ventures is not liable for data loss or restoration.

11.3 **Security:** You are responsible for implementing appropriate security measures (e.g., passwords, encryption). Albion Ventures is not liable for unauthorized changes or data breaches. Anti-virus and firewall software are strongly recommended.

11.4 **Albion Ventures Network:** Albion Ventures may copy or store your data for backup and maintenance purposes but does not guarantee data protection.

11.5 **Network Monitoring:** Albion Ventures monitors network and connection performance, sharing data only with authorized parties. You consent to this monitoring.

12. Limitations on Use of the Service

12.1 Your use of the Service is at your own risk and subject to all applicable laws.

12.2 Albion Ventures does not control the Internet or guarantee access to all websites or facilities. Internet content is not its responsibility.

12.3 You are responsible for supervising minors' use of the Service and for filtering objectionable content. Content filtering software is recommended.

12.4 Albion Ventures does not guarantee virus-free downloads. You are responsible for data accuracy and recovery procedures.

12.5 The Internet is not a secure medium; Albion Ventures is not liable for intercepted or corrupted data.

13. Warranty and Liability

13.1 Service is provided "AS IS" with no warranties (express or implied) for merchantability, fitness for a particular purpose, accuracy, or uninterrupted use. Technical support is provided at your own risk.

13.2 Provisioning is not guaranteed and depends on network availability and device configuration.

13.3 There is no warranty for speed, bandwidth, security, or a virus-free Service. Albion



Ventures is not liable for data loss or impacts to your equipment.

13.4 Albion Ventures is not liable for any damages (direct, indirect, consequential, special, punitive, exemplary, or incidental), even if advised of potential claims.

13.5 Liability is capped at \$100 for any Service-related losses.

13.6 These are your exclusive remedies, though some consumer laws may apply.

13.7 Albion Ventures may pursue legal claims for misuse or breaches.

13.8 **No Fail-Safe Use:** You acknowledge and agree that the Service is not designed or intended for use in any environment requiring fail-safe performance, such as in the operation of medical or life-support systems, emergency services, or other environments in which the failure of the Service could lead directly to death, personal injury, or severe physical or property damage. You agree not to use the service for such applications.

14. Indemnification

You agree to indemnify, defend, and hold harmless Albion Ventures and its affiliates, officers, agents, and employees from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or in connection with: your or your account users' violation of any laws or this Agreement; any fraud, malicious misconduct, or negligence by you or your account users; your or your account users' misuse of the Service; or any infringement of intellectual property rights by you or your account users.

15. Notices

15.1 You can notify Albion Ventures by calling 844-840-SAVE (7283) during business hours. Albion Ventures will notify you via email, mail, or hand delivery. Agreement changes will be posted on the website.

15.2 Electronic communications (email) are legally binding and equivalent to signed documents.

16. Dispute Resolution

Disputes will be resolved via binding arbitration (no judge or jury). You must first notify Albion Ventures in writing and attempt to negotiate for 30 days. Arbitration will follow AAA rules: Consumer-Related Disputes for claims under \$75,000; Commercial Arbitration Rules for claims over \$75,000. Fees will be shared equally for smaller claims. Arbitration will occur in Nassau County, New York. Claims must be filed within one year. Albion Ventures may pursue unpaid amounts in small claims court via a collection agency. **Class Action Waiver:** Disputes will be individual, not class actions. **Jury Trial Waiver:** If disputes reach court, both parties waive jury trials.



17. Privacy Information

The Privacy Policy governs data collection and use. Changes will be posted, with notice for material changes.

18. General Provisions

18.1 Obligations (e.g., Sections 12, 13, 14, 18) survive termination.

18.2 Albion Ventures is not liable for delays or failures due to uncontrollable causes (e.g., acts of God, equipment shortages).

18.3 You may not assign this Agreement; Albion Ventures may assign it without notice.

18.4 New York law governs this Agreement, excluding its conflict-of-law principles.

18.5 Tariffs prevail over conflicting Agreement terms. Service may be modified to reflect tariff changes.

18.6 Non-enforcement is not a waiver. Invalid provisions do not affect remaining terms.

18.7 This Agreement (with incorporated policies) is the entire agreement, superseding prior agreements.



Attachment 1

ALBION VENTURES LLC ACCEPTABLE USE POLICY

Services and Your Rights

Effective Date: This Acceptable Use Policy ("Policy") is effective upon the activation of your service and governs the use of services provided by Albion Ventures LLC ("the Company," "we," "us") by you ("the Subscriber," "you"). Revisions effective as of August 11, 2025.

1. Acceptance of Terms

By activating, using, or paying for the Company's products or services ("Service"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth in this Policy. You also agree to the Company's ancillary policies, which are incorporated herein by reference, including the:

- Terms of Service
- Privacy Policy This AUP constitutes our Network Management Policy, governing usage to ensure network stability and performance. Our services are provided using third-party network infrastructure, and subscribers must comply with applicable network policies, including those of our network provider, which we enforce to maintain service quality. If you do not agree to all the terms contained within this Policy and the associated policies, you must not use the Service and should contact the Company immediately to cancel.

2. Term and Termination

2.1. Commencement of Service: This Policy is effective upon the activation of your Service and shall continue on a monthly basis until terminated by either party as described herein. **2.2.**

Subscriber's Right to Terminate: The Subscriber reserves the right to terminate this Policy at any time. To initiate the cancellation of your account, you must contact Albion Ventures directly by telephone at 844-840-SAVE (7283) during normal business hours (Monday through Friday, 8:00 AM to 5:00 PM EST) and speak to a Customer Care Specialist. Account termination



requests will not be considered valid if submitted via email, support ticket, postal mail, or any other method. 2.3. **Service Plan Modifications:** The Subscriber may request to upgrade or downgrade their service plan by calling 844-840-SAVE (7283). 2.4. **Company's Right to Terminate:** The Company reserves the right to terminate this Policy and your account at its sole discretion, without notice. In the event of such a termination for convenience, the Company will provide a prorated refund for any prepaid fees corresponding to the remainder of the billing cycle. However, no refund shall be issued for a termination arising from conduct that the Company, in its sole discretion, determines to be a violation of this Policy, a violation of any applicable law, fraudulent, a misuse of the Service, or harmful to the interests of the Company or another user.

3. Company-Provided Equipment

3.1. **Return of Equipment:** Upon termination or closure of the account, all equipment provided by the Company must be returned within thirty (30) days, unless otherwise specified in writing. For indoor modem returns, the Company will provide a prepaid shipping label. For exterior equipment, the Company will schedule a technician visit to retrieve the equipment. 3.2. **Fees for Unreturned or Damaged Equipment:** The Subscriber's account will be charged a fee for any equipment that is not returned to the Company within the specified timeframe. This fee also applies to any equipment that is lost, stolen, or returned with damage exceeding normal wear and tear.

4. Payments and Billing

4.1. **Automatic Payments:** Service payments are automatically deducted on a recurring monthly basis from the payment card on file. It is the Subscriber's sole responsibility to maintain a valid payment method and update card information as necessary to ensure the account remains in good standing. 4.2. **24-Month Term Plan and EaaS Charge:** The Company offers an optional 24-month Term Plan. Subscribers who commit to this 24-month term will not be assessed an Equipment as a Service (EaaS) charge. Subscribers who do not subscribe to the 24-month Term Plan shall be subject to the standard EaaS charge associated with the Company-provided Cellular Router. 4.3. **Delinquent Accounts:** Any account with a balance more than fifteen (15) days past due will be subject to suspension. Suspension of service may result in the loss of any contracted or promotional pricing. A reinstatement fee may be required to restore service. If the account is not brought to an active status after disconnection for non-payment, it will be terminated, and the appropriate termination fees will be charged.

5. Revisions and Amendments



The Company reserves the right to revise, amend, or modify this Policy and its associated policies at any time. The Company will provide a minimum of thirty (30) days' notice of any material change. Notice of any such revisions will be posted on the Company's official website and/or delivered to the email address associated with your account. Such changes will become effective on the date specified in the notice. Your continued use of the Service after the effective date of any modification constitutes your binding acceptance of the revised terms. If you do not agree to the changes, your sole remedy is to terminate this Policy by contacting our office at 844-840-SAVE (7283).

Acceptable Use Policy (Attachment 1)

This policy is designed to protect the Service, customers, and the Internet community. Service may be denied or terminated for:

- Obscene, indecent, pornographic, or hateful content.
- Legally actionable or objectionable activities. Prohibited uses include:
- Illegal activities.
- Posting or transmitting obscene, hateful, or legally actionable content.
- Hacking, spamming, or denial-of-service attacks. This includes but is not limited to "spoofing" IP addresses, "flaming" other users, using "cancel-bots," or disrupting the normal flow of online dialogue.
- Introducing viruses or harmful code.
- Off-topic newsgroup posts.
- Defamatory, fraudulent, or deceptive communications.
- Intellectual property violations.
- Excessive traffic or Service disruption. Excessive traffic includes usage significantly exceeding typical residential patterns or impacting network performance, as determined by us or our network provider. This includes, but is not limited to, activities that impair network operation or capacity, such as running servers or automated traffic generation not expressly permitted.
- Harassment, threats, or impersonation.
- Unauthorized automated traffic generation.
- Export law violations. **Copyright Infringement:** Service may be terminated for repeat infringers under the Digital Millennium Copyright Act (DMCA). Notify Albion Ventures of violations. Albion Ventures reserves the right to terminate service to any subscriber who is deemed a repeat infringer in its sole judgment. Appropriate circumstances for termination may include, but are not limited to, (i) a subscriber being found by a court to have infringed on two or more occasions; (ii) a subscriber settling a claim of infringement and subsequently engaging in infringing activity; or (iii) other cases of flagrant or willful abuse of intellectual property rights. You must comply with all applicable laws, obtain permissions for protected content, and notify Albion Ventures of unauthorized use at



security@albionventures.com. Albion Ventures may cooperate with legal authorities, including providing user data or monitoring networks.