



RESIDENTIAL/BASIC BUSINESS SERVICE AGREEMENT

Customer Name		Phone #	
Billing Address	City	State	Zip
Service Address	City	State	Zip
Customer ID #	Driver Lic / State ID	E-Mail	

TERMS OF AGREEMENT

This Agreement is between you as our "CUSTOMER" and ICON TECHNOLOGIES, INC ("ICON"), and it sets forth the terms and conditions under which the CUSTOMER agree to use and the ITI agree to provide the Service.

The term of this Agreement will be either NO TERM, two or three-year term depending on the PLAN you select. (the "PLAN"). The PLAN begins when you accept this Agreement and ends when CUSTOMER or ICON terminate this Agreement as permitted herein. Acceptance by you of this Agreement occurs upon date of service installation.

(_____ PLEASE INITIAL ACCEPTANCE HERE)

Selection of Router

ICON allows our CUSTOMERS to choose what type of router they will use within their residents. The ICON does provide routers for a small monthly fee, these routers allow ICON to remotely support your connection. We are not responsible for the performance of CUSTOMER provided router. The technician will assist in configuring CUSTOMER router at install for no charge. If on-site support is needed to replace, reconfigure, or upgrade your router, a fee up to \$50 per visit may be charged, after hour support is available at a higher fee upon request. Residential service hours are Monday - Friday 8:30 am-4:30 pm.

(_____ PLEASE INITIAL ROUTER INFORMATION HERE)

Selection of Plan & Monthly Cost* / Plan Length / Install Fee

<input type="checkbox"/> STREAMER - \$40.00* (2-3 Devices)	<input type="checkbox"/> Three Year - \$50 Install
<input type="checkbox"/> ENTERTAINER - \$49.95* (2-5 Devices)	<input type="checkbox"/> Two Year - \$75 Install
<input type="checkbox"/> GAMER/ENTERTAINER - \$58.95* (2-5+ Devices)	<input type="checkbox"/> No Contract - \$125 Install

*The monthly Cost includes all current fees and charges.

All Plans are BEST Effort and are set to the following - Streamer plan 10d/2u, Entertainer 15d/5u, Gamer/Entertainer 20d/10u.

Customer Signature _____

Date _____

This Agreement consists of the specific terms and conditions of CUSTOMER plan (including the plan's pricing, duration and any applicable Early Termination Fee (ETF) and COMPANY'S Acceptable Use Policy, all of which are posted at www.icontech.com, and all of which are incorporated herein by reference.

COLLECTED AT INSTALL: Install Fee \$ _____ First Month PARTIAL \$ _____ Second Month FULL \$ _____

ROUTER: Purchase \$ _____ LEASE First Month PARTIAL \$ _____ Second Month FULL \$ _____

TOTAL PAID \$ _____ CASH / CHECK / CREDIT CARD Customer initial _____ Installer initial _____

ICON USE ONLY	Install Date <input type="text"/>	Start Date <input type="text"/>	Referred By <input type="text"/>
AP _____	CPE Man. IP _____	DATA POOL (PUBLIC / NAT) IP _____	

Terms of Service

This document contains your Terms of Service (TOS). It is an agreement between you and ICON TECHNOLOGIES INC (ICON) explaining the rights and responsibilities of ICON and you as a customer.

By ordering a service from ICON, or by using equipment provided by ICON, you accept the terms and conditions contained in this agreement and agree to comply with its requirements. ICON is also bound by this agreement, although ICON has the right to update the terms of service and other policies with conditions. We have done our best to make this document and other ICON policies understandable.

Scope of this Agreement

This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the United States of America and the state of Pennsylvania. In the event of a conflict between this Agreement and any applicable law, the law shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement, which incorporates by reference the ICON Acceptable Use Policy embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. ICON may amend the terms and conditions of this Agreement by giving you thirty (30) days notice. This notice may be in writing or may appear online. This Agreement is subject to modification by any authorized regulatory agency. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

Your Responsibilities

You agree to purchase Internet Services from ICON, in accordance with the terms and conditions of this Agreement.

Customer Responsibility

You have certain responsibilities as a party to this agreement. Another section describes ICON's responsibilities. You acknowledge that you accept this Agreement on behalf of yourself, your users and all persons who use the equipment and/or service through this agreement. You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement, whether such breach is the result of the use of the Service and/or Equipment by you or another user. You agree to use your ICON supplied service from your own premises. You agree to provide ICON with accurate and complete billing information, including your legal name, address, drivers license number and telephone number. If your address, phone number, name or other billing information changes, you will notify us within 30 days or your service may be suspended. By ordering and paying for an ICON service, you affirm that you are 18 years of age or older. If you default or break this agreement, ICON may temporarily suspend or permanently close some or all of your service. ICON alone makes this decision. Suspending or closing your service does not limit ICON's remedies or incur any liability to you (that is you don't have to be credited down time as a result of you defaulting). "Default" means failure on your part to comply with this agreement. This includes getting behind on your payments and breaking the provisions of this agreement or associated policies, but is not limited to these situations. If you use your own equipment with service provided by ICON in violation of any of the provisions of this agreement, ICON will notify you and take such action as is necessary for the protection of the service for use by its other customers. This may include disconnecting your service. ICON reserves the right to charge a disconnect and/or reconnect fee for any discontinued service.

ICON's Responsibilities

ITI has certain responsibilities as a party to this agreement. Another section describes your responsibilities. ICON agrees to provide you with the service and required special equipment, provided that you comply with all the terms and conditions of this agreement. ICON also agrees to maintain the equipment provided by us. Another section details the terms over equipment. We will do our best to provide uninterrupted service. However, like any other telecommunications service provided, the service may experience temporary slowdowns or interruptions caused by: overload, abuse, equipment modifications, upgrades, relocations, or repairs, and similar activities necessary for the proper operation and supply of the service, or disasters (see "force majeure" in another section). ICON will provide basic instructions on how to use the service. These instructions will be provided during the time of your installation by our installer. You are also entitled to technical support for the ICON provided equipment or service via phone or e-mail. We cannot provide technical support for any hardware, software or operating systems not provided by ICON. If an ICON technician or representative is asked to provide support or repair for software or hardware that is not supplied by ICON, a \$50.00 labor charge will be applied to your next bill. If our technician is called out and the equipment at fault is not ICON equipment a \$50.00 labor charge will be applied to your next bill. ICON has no other liability if your location proves impossible to provide the service for.

Force Majeure (Disasters, Etc)

Neither you or ICON is liable for any delay or failure in performance of any part of this Agreement caused by any force majeure event even beyond your, or our, control and without your, or our, fault or negligence. These events include, but are not limited to, the events known legally as "Force Majeure". Force Majeure refers to a number of situations that could affect you and ICON in performing your, or our, obligations: acts of civil or military authority, terrorist acts, nuclear accidents, government regulations, riots, strikes, embargoes, insurrections, extended power blackouts, natural disasters, epidemics, fires, severe weather conditions, environmental disturbances, war, explosions, legal and/or regulatory constraints. If a Force Majeure condition occurs, the party injured by the other's inability to perform has two options (detailed below). The injured party has 30 days to choose which one. If the injured party does not inform the other within 30 days of being notified of a Force Majeure situation, the second option goes into effect. Option One: The injured party may terminate the agreement if such Force Majeure condition results in a delay or failure to perform which continues for more than 30 calendar days. Option Two: The injured party may suspend the service for a duration of the delaying cause and buy a similar service. After the emergency is over, this agreement and service will continue.

Paying for your ICON Service

The price you will pay ICON is the monthly rate and other fees and charges such as equipment leases and applicable taxes as established from time to time by ICON. ICON reserves the right to modify the rates, fees and charges at any time. You have the right to be notified of price changes at least 30 days before the new rate takes effect. You acknowledge that you may incur additional charges while using the service. If you make purchases over the Internet, those transactions are between you and the seller, and have nothing to do with your relationship with ITI.

Payment

ITI will charge your credit card periodically as agreed when you signed up for service. You will be sent a statement by postal mail, or to the e-mail address provided when you signed up for service before payment is due. Payment will be deemed made when received by ICON. If a credit card payment is declined by the payment service, it will be retried in 5 days time. Payment may also be made by check. If your account becomes overdue, you will receive a notice by e-mail. At this time, ICON may take steps to reduce the service supplied or temporarily suspend the service and apply any applicable disconnection and/or reconnection fee. If your account becomes more than 30 days overdue, ICON may apply a late fee per month to the account. A service charge of up to \$25 will be assessed for each check that is returned to ICON for insufficient funds. You will get your statement by e-mail supplied when you began service. \$25 Reconnected Fee will be charged if Service is Disconnected more than 5 days.

Term

This agreement becomes effective on the date on which you order your ICON service and it is installed. Your first payment and install fee are due at the time your service is connected. This is also your start-of-service date. Your payments are due on the 15th day of every month. The Term of this agreement is determined by your PLAN CHOICE.

Credit for Down Time

Although we intend to maintain your service at all times, you have the right to be credited if through our negligence you lose service via ICON for more than 36 hours. In such a case, we will credit you 1/30 of the monthly base charge for each 24 hour period from the time of notice of interruption until the service restoration. The 24 hours must be continuous. You cannot add up shorter periods. To receive credit, you must notify the ICON office that your service is not working. Most types of outages do not qualify for credit. Please read the next section for your information.

Events that don't qualify for credit

You will not get credit for problems in the Service caused by your own or other's negligence or willful act (except as provided above) or for problems caused by weather or disaster-like situations. "Willful acts" include system failures caused by viruses, "hacking", "cracking", and other forms of remote malice. You will not get credit for loss of connectivity caused by technicians working to modify or repair ICON's equipment.

Closing your Account

To close your account, you must notify ICON. To add or remove services, or close an account, you must identify yourself to ICON's satisfaction. This is to protect unauthorized changes by other persons to your account. If you wish to cancel or close your account and terminate this agreement before it expires, an early termination fee of \$100 may be charged. If you wish to cancel a month-to-month service, you must provide 30 days notice to the closure of your account. You agree that upon termination of this Agreement: You will pay ICON in full for your use of the Equipment and the Service up to the effective date of termination of this Agreement or the date on which the Service and Equipment have been disconnected and returned to ICON, whichever is later. You will not receive a refund if you terminate service part-through a month. You will allow ICON employees or contractors to access your premises to remove the Equipment. This may mean coming in your house and climbing on your roof. We agree to arrange a time that is convenient for you and an ICON technician.

Credit for closed accounts

If you cancel your ICON service, we will refund that part of your latest payment which covers service up until your next invoice date excluding the 30 day notice period. Your setup and installation fees are non-refundable. You will always be refunded at the rate you paid. That is, if you get a discount, you will be refunded at the discount level, not at the standard level. Giving someone outside your household or business your ICON login name and password is strictly prohibited.

Computer Equipment

You are responsible for your own equipment that you use with the ICON service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by ITI). It must be technically and operationally compatible with the Service. ICON's responsibility for your Internet connectivity stops at the downstream end of the Equipment. You are responsible for providing equipment capable of received and transmitting electronic data through a standard port.

Home networks

You may access the Internet via ICON from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Internet Wireless service or Equipment. By accepting this agreement, you explicitly acknowledge that ICON will not provide technical support for equipment or software that is not part of the ICON Service or Equipment. Allowing someone to connect to your home network from outside your premises and use your ICON service is strictly prohibited. If you do this, we may close your account. Giving someone outside your household or business your ICON login name and password is strictly prohibited.

Equipment supplied by ICON

ITI agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, ICON will troubleshoot, diagnose, repair, or replace the Equipment within 48 hours. All Equipment supplied by ICON, except for any item that you buy and pay for in full, remains the property of ICON. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the Equipment. If you lose or break the Equipment, or turn it over to someone else as described in the previous paragraph, you must pay ICON the full retail cost of the repair or replacement. If ICON spends money in the effort to get the equipment back, you must also pay those costs. You will not modify, tamper with, or move the Equipment. If you need the Equipment moved, you must contact ICON and ask to have an ICON technician or contractor move the Equipment for you. You may be charged for the callout, labor and materials required to move the Equipment. If Equipment, including network components, is moved or modified by anyone other than ICON personnel (employed or contracted), and damage to the equipment results so that ICON personnel or contractors are called out to your location to repair or replace it, you will be charged \$150.00 for the visit in addition to any other charges specified in the Terms of Service. You authorized ICON and its employees, agents, contractors and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. ICON agrees to arrange a mutually convenient time with you for these activities.

Limitation of Liability

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of ICON, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

ICON'S LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

You agree that ICON will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, You agree to indemnify and reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

Entire Agreement

These terms and conditions together with the acceptable use policy and work order are the entire agreement between you and ICON, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents.

Acceptable Use Policy

ICON TECHNOLOGIES INC. (ICON) Acceptable Use Policy (AUP), which is part of the Terms of Service (TOS). By ordering a service from ICON or by using a service provided by ICON, you accept this policy and agree to follow the rules explained in it. This document is just as binding as the TOS.

ITI may revise this policy at will. Changes are in force as soon as the revised document is published. "Published" means uploaded to our website. Any changes will apply instantly only to the portion of the TOS contained in this document. 30 Day notice must still be given by ICON for any changes to other parts of the TOS not included in this document.

Definitions

- Customer, I, you, your: means a person, a company, or legal entity who subscribes to a service provided by ICON.
- User: Also refers to a person, company, or legal entity who subscribes to a service provided by ICON, but also includes someone who also uses the same service.
- Service: Any service provided by ICON
- Equipment: Means any hardware or device provided by ICON for use by a customer.
- Icon Technologies, ICON, we, us: Icon Technologies Incorporated, 16 Salem Ave, Carbondale, PA 18407

Basic

ICON offers access to the Internet and other telecommunications services. However, the Internet is not owned, operated, managed by, or in any way affiliated with ICON. The Internet is a separate network of computers independent of ICON. Your use of the Internet and telephone network is solely at your own risk and is subject to all applicable local laws and regulations. Your access to the Internet is dependent on numerous factors, technologies, and systems, most of which are beyond the authority and control of ICON.

Servers

Unless utilizing a business level service, which specifically allows running of servers, you are not to run a dedicated server, serving resources accessible to the Internet outside the ICON network using your ICON service. This includes HTTP, FTP, or any other major protocol-based resource/service. Note that we do not mind small amounts of usage with regard to remote control applications such as RDP or VNC as well as limited personal use of such servers such as file transfers between home and work.

P2P

Any application that is usually considered peer to peer should be configured in such a fashion as to cause minimal impact to the ICON network. This including limited upload and download speeds

Your Username and Password

You are not to give your username and password to anyone outside your household as they may use it elsewhere on the ICON network. You are liable for any activity by anyone connecting through your subscribed service, or by using your username and password.

Local Laws

All local laws must be followed when using a service provided by ICON network.

Unacceptable Conduct

You need to avoid certain activities when using a service provided by ICON:

Harassing anyone; violating anyone's privacy; attempting to use ICON as a starting point for an activity that will intentionally hurt or annoy someone; participating in chain letters; harassing, threatening, or abusing ICON's staff; excessive posting or otherwise abusing Usenet; sending bulk unsolicited emails (spam); using ICON for any spam-related purpose; making available any software, script, product, or service that will violate this AUP (this includes, but is not limited to, programs for the distribution of spam); forging or falsifying any information, including (but not limited to) TCP/IP packet headers or any part of the header information in an e-mail message or Usenet posting; email "bombing" or flooding; any attempt to overload ICON's, or any other, system; network-unfriendly activity or "hacking" that interferes with normal network operations; attempts to gain unauthorized access to ("hack into") ICON's servers, or to access ICON data, accounts, systems or networks, or to find security holes in an ICON system, whether those attempts are electronic or otherwise; any activity which could damage, disable, overload or impair ICON's services; intentionally leaving open SMTP ports so as to allow the sending of unsolicited email by a third party. That is, if you are running a mail server on an ICON account, you may not leave it open for email relay. Please note that ICON reserves the right to send announcements and other e-mail to its customers. That is not spam. You agree to receive such e-mail when you order an ICON service.

Unacceptable Data

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, ICON alone will determine whether the file or information in question is unacceptable. ICON supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of e-mail, web pages, or other data. We do not exercise editorial control over the content of any web site, e-mail message, Usenet posting, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate ICON's policies, or may be subject us to liability. If you run your own web server, e-mail server, or any other kind of server, you are totally responsible for those servers and their content. Make sure you are aware of any laws regarding the material you are providing, including copyright laws. You should contact ICON to talk about running your own server as it may violate the server-specific clause above.

Do not upload, e-mail, post or otherwise distribute data which is: unlawful or illegal under the laws of the United States or Pennsylvania; threatening; abusive; harassing; libelous; defamatory; obscene; deceptive; fraudulent; invasive of another's privacy; inaccurate, intended to victimize, harass, degrade, or intimidate a person or group on the basis of religion, gender, race, ethnicity, age, disability, or any other reason; intended for us in distributing unsolicited bulk mail, "hacking", or other proscribed activities.

More Unacceptable Activities

If you shouldn't do it in "real life", you shouldn't do it on the Internet. Do not do any of these things when using the ICON: fraud, false advertising, unsolicited advertising, copyright violations, use of trademark or service mark to which you have no rights, trade secret violations, any intentional disruption of communication. You may not use ICON to work around some other ISP's rules or to abuse another service. You may not use any part of the ICON service to support an activity done elsewhere which violates this AUP. For instance, you can't link to a web site hosted at ICON in unsolicited bulk e-mail even if you send it from another service.

Valid Return E-Mail Address

All e-mails sent by you must have a valid return e-mail address.

Moving of ICON Equipment

No equipment supplied by ICON may be removed from its installed position unless you have permission of ICON. It remains property of ICON.