

Terms of Service

M2Ngage Telecommunications II Corp is a provider of equipment, products, and services designed to connect it's subscribers to the Internet. Throughout our agreements, we may refer to the equipment, products, and services we offer as "services" for short.

M2Ngage Telecommunications II Corp's services are provided by a local subsidiary of M2Ngage Telecommunications II Corp . A list of states serviced and their applicable subsidiaries are below:

New York / New Jersey: M2Ngage Telecommunications II Corp

Pennsylvania: M2Ngage Telecommunications II Corp

Washington DC: M2Ngage Telecommunications II Corp

M2Ngage Telecommunications II Corp and its subsidiaries are located at: 433 Hackensack Avenue, Hackensack, NJ 07601

At any time, we may refer to our entities named above as "M2Ngage Telecommunications II Corp".

The services that you receive from M2Ngage Telecommunications II Corp are subject to any and all terms identified in these Terms of Service, as well as the applicable M2Ngage Telecommunications II Corp Subscriber Agreement, Privacy Policy, Acceptable Use Policy, and Service Level Agreement. Copies of these agreements are available online at [https://M2ngage.com /legal/](https://M2ngage.com/legal/)

If you are accessing our services through a third party who has a direct relationship with M2Ngage Telecommunications II Corp, certain terms below regarding ownership, payments, billing and installation of our services may not be applicable to you. All other terms, including but not limited to the acceptable usage of our services still apply.

By agreeing to our terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself as well as others who may access or use the services you ordered.

By placing an order for service, or using or accessing our services, you hereby agree to all of our terms and conditions, including the following:

Electronic Notices

You agree to receive all correspondence from M2Ngage Telecommunications II Corp electronically, typically via email. Examples of correspondence include: Service Order Forms, Invoices, Payment Receipts, Support Tickets, and other communications. At our discretion, we may contact you via other means such as postal mail, phone calls, as well as SMS/text

messaging. You agree that M2Ngage Telecommunications II Corp will not be held liable for fees incurred as a result receiving SMS/text messages sent by M2Ngage Telecommunications II Corp.

Service Availability & Eligibility

M2Ngage Telecommunications II Corp does not guarantee the eligibility to receive services at a particular location or address, and you agree that only M2Ngage Telecommunications II Corp may determine whether or not such services will be made available.

Usage of Services

You agree not to misuse our services. Our Acceptable Use Policy contains examples of activities that we prohibit. In short, don't do anything illegal or improper. Do not try to manipulate the services we provide, or try to degrade our service for other users.

Prohibited Business Usage

Unless we have entered into a written agreement explicitly allowing otherwise, M2Ngage Telecommunications II Corp prohibits the use of our services in spaces or business verticals that imply that said services could be resold, repackaged, or otherwise offered to individuals not directly affiliated with your business.

Service Installation

During the course of a normal installation, you must provide access to numerous areas of your office. You hereby agree to provide all access deemed necessary by M2Ngage Telecommunications II Corp so that wiring, equipment, and any other hardware necessary for the usage of our services may be installed.

Our installers and technicians will not enter an office unless an adult at least eighteen years of age or older is present. Any adult within your office may grant M2Ngage Telecommunications II Corp access to the premises and permission to perform the installation of our services. You agree that this authorization will have the same effect as if you had authorized the installation yourself.

You agree that M2Ngage Telecommunications II Corp may use any and all existing facilities necessary to aid in the installation of our services including risers, conduits, shaft ways, and wiring in and around your office.

if you do not own your office, the owner or an authorized representative (such as a building manager or landlord) will need to sign a Building Access Agreement which permits M2Ngage Telecommunications II Corp to install our services.

You agree to reimburse M2Ngage Telecommunications II Corp for any costs, including but not limited to: permitting fees, labor, materials, and attorneys' fees, resulting from the lack of proper authorization for installation.

In order to provide service to you, M2Ngage Telecommunications II Corp will need to install fiber-optic wiring and provide a device capable of receiving the fiber signals. You agree that the wiring and the device will remain M2Ngage Telecommunications II Corp's property at all times. You agree to be held liable for the cost of repairing or replacing the wiring and device as a result of damage or negligence.

Service Maintenance

From time to time, M2Ngage Telecommunications II Corp may need to replace the device in your office or residence to improve the quality of service or accommodate for an advancement in technology. You agree to grant M2Ngage Telecommunications II Corp access to perform the replacement on a schedule deemed reasonable by both parties.

Billing & Payment

Installation Fees & Pre-Payment

You may be required to remit a payment to M2Ngage Telecommunications II Corp for purposes including but not limited to: Network Compliance fee, VoIP Administration fee, construction fees, installation fees, activation fees, and pre-order charges.

Your payment, and our receipt of such payment, does not obligate M2Ngage Telecommunications II Corp to provide any services to a particular location or address.

Should you fail to perform contractual obligations necessary for M2Ngage Telecommunications II Corp to provide its services, you may not be eligible for a payment refund. If you cancel your order before M2Ngage Telecommunications II Corp determines that services will not be delivered, you may not be eligible for a payment refund. If M2Ngage Telecommunications II Corp determines that services will not be delivered to that location or address for any other reason, M2Ngage Telecommunications II Corp will refund your payment.

Service Charges

You agree to pay for the Services you order or receive in accordance with our billing practices, along with any other charges or fees incurred. M2Ngage Telecommunications II Corp reserves the right to change our prices and fees from time to time, or to impose new fees, charges, and surcharges, Network Compliance fee, VoIP Administration fee including but not limited to cost recovery surcharges as permitted by law.

M2Ngage Telecommunications II Corp begins billing for its services on the day they are installed or otherwise made ready for usage. Any adjustment to the billing date must be agreed upon by you and M2Ngage Telecommunications II Corp, in writing, and before your installation.

Accepted Payment Methods

M2Ngage Telecommunications II Corp accepts the following major credit cards: Visa, MasterCard, American Express, Discover. M2Ngage Telecommunications II Corp also accept payments via Automated Clearing House (ACH) and wire transfer.

Late Fees

Please pay your bill on time. Your bill is due upon receipt. If you fail to pay your bill within fifteen (15) days of its due date, M2Ngage Telecommunications II Corp reserves the right to charge a late fee in the amount of 7.5% of the balance.

Suspension for Non-Payment

M2Ngage Telecommunications II Corp reserves the right to suspend some or all of the service(s) it provides to you if you fail to pay your bill. Accounts with balances greater than 30 days past due are reviewed for possible suspension. M2Ngage Telecommunications II Corp does not charge service reconnection fees, and services are typically restored immediately upon receipt of payment.

Termination and Cancellation

M2Ngage Telecommunications II Corp reserves the right to terminate some or all of the services it provides to you at any time, in its sole discretion, for any reason, without notice.

Unless explicitly stated in your Service Order, you may upgrade, downgrade, or cancel your services at any time. No refunds (in whole or pro-rated) will be provided as a result of service modifications or cancellations.

M2Ngage Telecommunications II Corp may allow you to pay certain fees or charges in multiple installments. In the event that your services are canceled or terminated before you have paid the entire fee or charge, you agree to pay any outstanding balances at the time of cancellation or termination.

Any Customer that desires to terminate service must i) Notify M2ngage 60 days prior to termination. ii) If a Customer terminates prior to the end of their contract, payment in full for the remaining term must be paid in full upon termination.

Customer Service

M2Ngage Telecommunications II Corp provides Customer Service via multiple channels.

To speak on the phone with a M2Ngage Telecommunications II Corp representative, you can call us toll-free on (877) 928-3292.

To contact a representative via email, you can email customerservice@M2Ngage2.com

Alternatively, you may submit a ticket via the www.M2Ngage2.com Customer Portal.

Limited Liability

We strive to provide reliable services using an industry standard, commercially reasonable level of skill and care. That said, there are certain things we do not promise:

Our equipment, products, and services are not guaranteed to work, to be error or virus-free, or to be compatible with any services, equipment or software not provided to you by M2Ngage Telecommunications II Corp or our licensors or suppliers (including customer owned equipment). Our services are provided on an “as is” and “as available” basis. Neither we, nor our licensors or suppliers make any warranties of any kind with respect to these services. This includes so-called “implied warranties” (such as those of merchantability or fitness for a particular purpose). To the extent permitted by law, we exclude all warranties.

Neither we, nor our employees, agents, licensors, or suppliers will be liable to you for any losses or damages of any kind based directly or indirectly on your relationship with us, or our provision of the services, whether based on breach contract, tort, violation of law or any other legal theory.

The services and the communications you make using them may not be secure. You are responsible for securing your data and communications. M2Ngage Telecommunications II Corp will not be responsible if any third party gains access to the services, the equipment provided to you, your own equipment, or your data.

The services may inherently result in damage or loss to your own services, equipment, software, or data. We are not responsible for any such damage or loss. This includes damage or loss resulting from software downloaded or other changes that are made to your own equipment.

Choice of Law & Venue

Any claim arising hereunder shall be construed in accordance with the substantive and procedural laws of the State of New York, without regard to principles of conflict of laws. You agree that any dispute arising from or relating to the subject matter of these Terms of Service

shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

Dispute Resolution Procedure

We want to resolve any dispute quickly, fairly, and professionally. You and M2Ngage Telecommunications II Corp agree to the following dispute resolution procedure.

In the event of any controversy, claim, action, or dispute arising from or related to: 1. our website; 2. our agreements; 3. our services; 4. the breach, enforcement, interpretation, or validity of our agreements; 5. any other dispute between you and M2Ngage Telecommunications II Corp, the party asserting the dispute shall first try in good faith to settle such dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the dispute and allowing the receiving party 30 days in which to respond to or settle the dispute. Notice shall be sent to (1) if to M2Ngage Telecommunications II Corp or it's subsidiaries at: 433 Hackensack Avenue, Hackensack, NJ 07601 or (2) if to you at: your last-used billing address.

Both you and M2Ngage Telecommunications II Corp agree that this dispute resolution procedure is a condition precedent that must be satisfied prior to initiating any arbitration or filing any claim against the other party.

Mandatory Arbitration & No Class Action

Both you and M2Ngage Telecommunications II Corp agree that any dispute or claim, including without limitation, statutory, contract or tort claims, relating to or arising out of this Agreement or the alleged breach of this Agreement, shall, upon timely written request of either party, be submitted to binding arbitration. The party asserting the claim may elect to have the arbitration be in-person, telephonic or decided based only on written submissions.

The arbitration shall be conducted in the city in which the Subscriber is billed. The arbitration shall proceed in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") in effect at the time the claim or dispute arose. The arbitration shall be conducted by one arbitrator from AAA or a comparable arbitration service who is selected pursuant to the applicable rules of the AAA. The arbitrator shall issue a reasoned award with findings of fact and conclusions of law, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Either you or M2Ngage Telecommunications II Corp may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, or to enforce or vacate an arbitration award. M2Ngage Telecommunications II Corp will pay the fee for the arbitrator and your filing fee, to the extent that it is more than a court filing fee. M2Ngage

Telecommunications II Corp agrees that it will not seek reimbursement of its fees and expenses if the arbitrator rules in its favor.

You and M2Ngage Telecommunications II Corp waive any right to a trial by jury, so that disputes will be resolved through arbitration. No claim subject to this provision may be brought as a class or collective action, nor may you assert such a claim as a member of a class or collective action that is brought by another claimant.

Furthermore, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.