

# Refunds, Internet Speed Disclaimers & Other Disclaimers

## General

Limited time offers. Standard rates apply after the promotional period expires & vary depending on location. Offer limited to the advertised level of services. Additional services provided at additional cost. Customer must subscribe to & maintain all applicable services through promotional period to receive the stated price. Service availability, equipment needed & pricing may vary. Installation fees may apply. Offer subject to change. Other restrictions apply. \*Price excludes taxes, fees, & surcharges, including a broadcast station surcharge. ©Synergy Internet 2021.

## Buyout Offer

Offer for new Synergy Internet customers who are active customers of a competitor internet service. Former Synergy Internet accounts previously not in good standing or, who have disconnected service within past 30 days not eligible. Must provide copy of bill from competing internet provider, in same name and at same address, showing early termination fee amount and that you were an active customer at time of sale without a past due balance.

Bill may be submitted by email to [switchup@synergyinternet.us](mailto:switchup@synergyinternet.us) or by mail to Synergy Communications, Attn: DBB Program, PO Box 16546, Encino, CA 91416. Credit will be applied to account at the end of 90 days of services if all services are maintained and account is in good standing. Credit amount will match early termination fee shown on submitted bill up to max of \$500 (\$350 for Internet only customers).

## New/Refurbished Laptop Offer

For new residential customers only. Must have Internet service with an approved internet provider. Hotspots do not qualify. Must sign up for qualifying packages. Must have been an active customer within the last 45 days with the previous approved provider and have been in good standing on their bill. Previous provider bill must be in the same name as the name on the Synergy Internet account. Service availability, equipment needed, and pricing may vary. Offer subject to change and other restrictions may apply.

## Internet speeds & Router Requirements

Download & upload speeds are maximum speeds, which are approximate estimations only; they may vary, especially in rural areas & are not guaranteed. A cable modem, or wireless modem (depending on the device sold at that moment) in most cases is required at installation or activation. Teltonika modems are what we currently certify with our services. No other device may be used. A monthly data plan is required. Routers may be purchased or leased. Leased routers are only leased to customers who sign a 1-year agreement and who put down the required deposit. The deposit is returned only at the end of the agreement. Customers who end the agreement before the end of any signed commitment will forfeit all deposits and may still be required to pay an early termination fee.

## SUPERBOX

SUPERBOX is offered with a set-top box only and customer must purchase the set-top box from our online store. The customer only has the option to purchase a set top box which can be used to view SUPERBOX on a HDMI enabled TV. The customer will need to purchase 1 set top box, for each TV for the SUPERBOX to operate. We do not provide any warranties or guarantees regarding the service, or the devices sold.

## Authorization, credits and refunds:

### **REFUNDS:**

We offer no refunds of any kind on our pre-pay internet services. Your service will automatically renew at the end of the service period, and you hereby authorize Synergy Internet to charge the then-current renewal fees to the credit card associated with your account. If you cancel your Internet Service, we are not obligated to refund charges already paid, regardless of what method you have used to pay for services. If we terminate or suspend your access to the service, you agree that we shall have no liability or responsibility to you and we will not refund amounts that you have already paid to the fullest extent permitted under applicable law. Cancellation will take effect at the end of the then current Service period or signed agreement. On service calls refunds are issued on a case-by-case basis and only when the outtake form has not been signed. No refunds are provided once the outtake form is signed by the customer. For questions regarding refunds please email: [accounting@synergyinternet.us](mailto:accounting@synergyinternet.us)

### **CREDITS:**

At times customer service credits are offered to customers. These credits can be used towards internet service bills or service calls. Service credits will not be refunded in the form of cash. A customer will have up to 1 year to use any credits on the customer's account. After 1 year the credits are forfeited and expire. Credits are given at the discretion of management and supervisors. Credits for internet service are given as a

courtesy. Credits for internet service outages are given for a maximum of 2 weeks and/or a maximum of \$150 for service calls or internet service. We figure out the number of credits by taking your total monthly bill and dividing it by the number of total days in the current month. The credits are then worked out by multiplying the per day figure by the number of days the credit is being given not to exceed 14 days. For questions regarding credits to your account please email: [credits@synergyinternet.us](mailto:credits@synergyinternet.us)

**Regarding devices purchased through our website:** When a customer experiences an issue with a device, the customer must contact our support department immediately at 855-779-6374, option 2 or by way of chat on our website. Support will attempt to troubleshoot the technical issue. If the technical issue cannot be resolved support will exchange only the device purchased for a new or equal value device. If a new or equal device is unavailable for exchange, the customer will receive an account credit, which may be used towards a reoccurring bill or towards purchasing other products listed in our shop.

## Data Recovery Disclaimer

You grant permission to Synergy Communications LLC to perform any action they deem necessary to attempt to repair your media. You understand that this procedure is a final attempt towards the recovery of data from the media you provide and could result in loss of part, loss of warranty, or all of the data stored thereon and that Synergy Communications LLC makes no warranty or guarantee as to the success of its attempts. Furthermore, you release Synergy Communications LLC from any liability for any data loss which may occur during, or as a result of, this procedure. You also release Synergy Communications LLC from any liability for any theft, damage, or destruction to the media and any other hardware sent, picked up or delivered to Synergy Communications LLC in connection with this waiver, and agree that the sole liability of Synergy Communications LLC for the foregoing shall be the fair market value of such hardware, as reasonably determined by Synergy Communications LLC. You agree to pay the applicable fee for these services by Synergy Communications LLC including but not limited to shipping, courier service, or expedited service charges. You also agree that no refund for any reason will be provided. You understand that until such fees are paid the data and/or media will not be returned to you. Synergy Communications LLC will not be responsible for damages incurred during the shipping process and any loss or claim against such agents shall be solely by and on the behalf of the customer.

## Speed Comparisons

Speed comparisons are dependent on the High-Speed Internet Service tier selected & are based on information provided to us by the under carrier.