

## Wireless Internet Service Agreement

By establishing an account or using the Services of Wireless Etc., Inc. (hereinafter referred to as Wireless Etc.) you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to Wireless Etc. Internet Service. The Acceptable Use Policy, Exhibit "A", is attached hereto and made a part hereof. In utilizing Wireless Etc. Internet Service, customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Wireless Etc. may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

**1. Payment Policies and Terms:** Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to Wireless Etc. within fifteen (15) days from the date of the invoice. A **Fifteen Dollar (\$15.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date on invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Delinquent accounts may be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service there shall be due a **Fifty Dollar (\$50.00) reconnection charge** to reactivate Subscriber's Services after the arrearage has been paid. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees. A **Twenty-Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any bank returned check.** In the event that more than one check is returned, we will only accept cash, credit card or certified funds for the payment on the account.

**2. Termination:** Subscriber may terminate this Agreement upon term completion by submitting a written request for termination (email, facsimile transmission, or U.S. Mail) to the email address, fax number or mailing address shown at the top of this agreement. Requests received prior to close of business shall have a termination date of the next business day.

Without prior notice, Wireless Etc. may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Wireless Etc. in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Wireless Etc. may provide termination notice to you by: email addressed to your email account or by U.S. Mail or courier service to the address you provided for the Services. Termination by Wireless Etc. for violation of Wireless Etc.'s Acceptable Use Policy shall be subject to the termination fees as described above.

**3. Additional Fees:** In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install. **Additional labor is currently billed at Seventy Dollars (\$70.00) per hour**, but may be adjusted from time to time to include inflation.

**4. Equipment and Scope of Work:** All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of Wireless Etc.. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by Wireless Etc. in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Wireless Etc. to retrieve from Subscriber's premises all equipment that is owned by Wireless Etc..

**5. Standard Maintenance:** Wireless Etc.'s Connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Wireless Etc.'s network and backbone connectivity.

If your connection ceases to function properly but Wireless Etc.'s network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9:00am–4:30pm, Monday–Friday). If the problem is due to subscriber negligence, or any of those items listed in the “Not covered by Standard Maintenance” section, standard rates apply.

**6. Not Covered by Standard Maintenance:** Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of or faulty electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by Wireless Etc., or from any cause related to or other than the intended and ordinary use is not covered by standard maintenance. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage is not covered by standard maintenance. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates are not covered by standard maintenance.

**7. Indemnification/Release:** Subscriber, its agents, successors and/or assigns expressly agree to indemnify and release Wireless Etc., its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Wireless Etc.'s services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Wireless Etc.'s service from any source or to any recipient. Subscriber further releases Wireless Etc. from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Wireless Etc.'s systems and/or the wireless network. Subscriber's release of Wireless Etc. includes any actions or inaction by Wireless Etc. which amount to negligence. Subscriber further agrees to indemnify and hold harmless Wireless Etc. from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of, Wireless Etc. services herein.

**8. Disclaimer:** Wireless Etc. assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Wireless Etc.'s services. Wireless Etc. discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Wireless Etc. which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Wireless Etc. that its use of Wireless Etc.'s service to access information, content or other services is at its own risk.

**9. Customer Agreement:** The customer assumes all liability of providing a computer or device capable of using IP (Internet Protocol) over Ethernet.

**10. Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.