

**WAVELINC  
P.O. Box 126  
Bucyrus, OH 44820  
419-562-6405  
Wireless Internet Service Agreement**

By establishing an account or using the Services of WAVELINC, 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 WAVELINC Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing WAVELINC Internet Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as WAVELINC 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.

**Payment Policies and Terms:**

Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to WAVELINC within fifteen (15) days from the date of the invoice. A **Ten Dollar (\$10.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for twenty one (21) or more days shall be deemed delinquent. Delinquent accounts shall accrue interest at **21.5% APR** on all outstanding principle amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscribers account that has been placed on suspended service there shall be due a **Twenty Five Dollar (\$25.00) reconnection** charge to reactivate Subscribers Services after the arrearage has been paid. **A Twenty Dollar (\$20.00) 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 or certified funds for payment on the account. NOT RECEIVING A STATEMENT IS NO EXCUSE FOR LATE OR NON-PAYMENT. PAYMENTS ARE DUE EACH MONTH BY THE 5<sup>th</sup>.

**Termination:** Subscriber may terminate this Agreement by submitting a request for termination (email, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. No refunds will be issued for accounts paid in advance.

Without prior notice, WAVELINC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if WAVELINC, 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. WAVELINC may provide termination notice to you by Registered U.S. Mail or courier service to the address you provided for the Services. Termination by WAVELINC for violation of WAVELINC's Acceptable Use Policy shall be subject to the termination fee as described above.

**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 billed at \$40.00/hr.

**Equipment and Scope of Work:** All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of WAVELINC. 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 WAVELINC in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes WAVELINC to retrieve from Subscriber's premises equipment that is owned by WAVELINC. Receipts will be written for all returned/removed equipment.

**Standard Maintenance:** WAVELINC'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 WAVELINC's network and backbone connectivity. If your connection ceases to function properly but WAVELINC's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9AM-5:00PM, 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 hourly rates apply.

**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 Subscribers computer and/or peripheral equipment not installed by WAVELINC, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release WAVELINC, 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 WAVELINC's services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using WAVELINC's service from any source or to any recipient. Subscriber further releases WAVELINC from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through WAVELINC's systems and/or the wireless network. Subscriber's release of WAVELINC includes any actions or inaction by WAVELINC which amount to negligence. Subscriber further agrees to indemnify and hold harmless WAVELINC 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, WAVELINC's services herein.

**Disclaimer:** WAVELINC assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via WAVELINC's services. WAVELINC discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by WAVELINC 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 WAVELINC that its use of WAVELINC's service to access information, content or other services is at its own risk.

**Governing Law and Venue:** The laws of the State of Ohio shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Crawford County, Ohio.

**Customer Agreement:** The customer agrees that they have read and understood the checklist, FAQ and "Won't Do" sections of the WAVELINC website. **The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.**

**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.

**The undersigned understands this is a legally binding contract.**

Subscriber Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

**New Service Details:** (initial one)

Speed (kbps) down/up	Startup Fee	Monthly Fee	Term Length	Initial
750/128	\$99.95	\$34.95	month to month	
1500/256	\$99.95	\$54.95	month to month	

**Service Type** (check one)

**Residential** \_\_\_\_\_

**Business** \_\_\_\_\_ (monthly service taxable for business)

**Subscriber Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

My signature above indicates that I have read and I agree to all 4 pages of this contract.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

WAVELINC

### **Acceptable Use Policy**

WAVELINC agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence. Traffic consisting of email and web browsing is allotted the highest priority with respect to speed and bandwidth. All other types of traffic may, at times, may be impaired. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. Businesses may set up a WiFi hotspot with prior permission from WAVELINC, but this is only allowed on a case by case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at WAVELINC's discretion, be placed on hold.

### **Abuse of Services**

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of WAVELINC's services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP), Open Shortest Path First (OSPF), or any other inter router protocol by Subscriber is a violation of this Agreement. **The use of any peer to peer service is not supported and may be impaired or blocked at our discretion.** The use the network to transfer copyrighted materials without license is prohibited and will cause an immediate disconnection. Any Subscriber deemed by WAVELINC to be in violation of this section is subject to immediate termination by WAVELINC. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

### **Monitoring the Services**

WAVELINC has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if WAVELINC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests.

WAVELINC may immediately remove your material or information from WAVELINC's servers, in whole or in part, which WAVELINC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

### **Additional Clarifications, Terms and Conditions**

Username, passwords and email addresses are WAVELINC's property and WAVELINC may alter or replace them at any time.

WAVELINC has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 3 working days, your account will be credited for the outage. WAVELINC cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.