

**Wavelinc Communications L.L.C.**  
**1675 S. Sandusky Ave.**  
**Bucyrus, OH 44820**  
**419-562-6405**

**Revision date 2/5/17**

**Wireless Internet Service Agreement**

By establishing an account or using the Services of Wavelinc Communications L.L.C. (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. The most current form of this agreement will be located at <http://www.wavelinc.com/terms.pdf> and available at any time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

**Term Length and Cancellation:** This agreement has no initial term and is understood to continue on a month-to-month basis. At any time, either party may terminate this Agreement, effective at the end of any monthly term upon written notice. No refunds will be issued for accounts paid in advance.

**Payment Policies and Terms:**

Subscriber shall be billed for a monthly service period for service one month in advance. Payment by Subscriber shall be due to WAVELINC on the 1st of every month. Any account not paid by the 1st of the month will be restricted and a \$10 late fee will be applied to your account balance. Restricted accounts will continue to be billed monthly service charges until you cancel service in writing to the address above. Accounts remaining unpaid for thirty (30) or more days shall be put into collections. Accounts in collection status shall accrue interest at **2% per month (24% APR)** on all outstanding principle amounts until paid. **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 or credit card for payment on the account. NOT RECEIVING A STATEMENT IS NO EXCUSE FOR LATE OR NON-PAYMENT. PAYMENTS ARE DUE EACH MONTH BY THE 1st.

**Credit Card Policy:**

Accounts signed up for credit card auto-pay and paperless billing will be charged their monthly rate when invoices are generated which is 13 days prior to the due date. You must keep a valid credit card on file in the customer portal and have it set to "automatic" and not "manual" pay. In the event that your account becomes delinquent for non-payment, you authorize WAVELINC to charge your credit card for any owed service, late fees, interest, or un-returned equipment fees. There is a NO REFUND policy for services provided by WAVELINC and accounts paid in advance.

**Equipment and Scope of Work:** All radio equipment, modems, subscriber modules, routers, antennas, 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. Mounting brackets, cabling and power supplies are purchased at time of installation by customer when they pay for a standard installation fee and will remain property of customer. Receipts will be written for all returned/removed equipment.

**Standard Maintenance:** WAVELINC's connection point ends at the Subscriber Module or in the case of a WIFI router provided by WAVELINC at the router itself. 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, "Acts of God," 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, "Acts of God," 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 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 WAVEINC's service to access information, content or other services is at it's 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.

**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.

### **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 small business use only. Internet sharing is allowed only within the boundaries of the property. Allowing others to use this connection via wired, wireless (WIFI or other technology) or by other means will result in immediate disconnection. Commercially Reselling this service will result in immediate disconnection.

### **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. This includes excessive usage of downstream or upstream bandwidth. 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 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..

### **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.

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

WAVELINC has no control over certain types of interference and signal blockage. We do not guarantee any speed, level, or quality of service. All speeds are considered up-to and burstable. If the service becomes unusable and cannot be restored within 3 working days since you first notified WAVELINC of the outage, 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.

### **FCC Open Internet Disclosure**

We reserve the right to shape network traffic for the purpose of "reasonable network management." WAVELINC does not un-lawfully discriminate or shape traffic from one company or do paid prioritization which benefits a single company over another. Any of our traffic shaping methods are vendor neutral and will shape all kinds of the same traffic equally. This includes but is not limited to: streaming video services, file transfer services, software updates, VOIP services. Multiple users share upstream and downstream bandwidth on our network. We use automated practices that change traffic based on congestion. We monitor capacity on a regular basis. In many cases, the end user's experience is unaffected by network congestion, although in some instances customers may experience longer times to download/upload files, slower response during web surfing, lags in playing games online and other effects.