

Wireless LINC of NH & VT, Inc.
Agreement for New Network Subscribers
Customer Name:



PERMITTED USE: Subject to the terms and conditions set forth herein, Wireless LINC of NH and VT, Inc. ("Wireless LINC") authorizes the undersigned subscriber ("Subscriber") to use its internet access service (the "Internet Access Service") for his/her ordinary personal purposes, in a lawful and rightful manner, as further described in the Acceptable Use Policy, a copy of which has been provided to Subscriber, and to which Subscriber agrees to comply. Subscriber hereby assumes all responsibility for use of the Internet Access Service using Subscriber's account.

SERVICES: Subscriber acknowledges that the capabilities and services available through the Internet, as a whole, regularly change and expand; and therefore in order to improve and adapt the Internet Access Service to these changing conditions, Wireless LINC may add, delete or change the Internet Access Service at its sole discretion. Actual speeds may vary based on the amount of traffic on the internet, content on a particular website, or on the overall use and configuration of your computer. Peak hours may cause speeds to be lower than usual. Stated speeds and uninterrupted use of service are not guaranteed. Service outages that result from circumstances outside the control of Wireless LINC are not refundable. Wireless LINC is not responsible for providing a router to subscribers, or to troubleshoot any routers that the subscriber has.

SUBSCRIPTION TERM: The minimum service term of the Subscription is twelve (12) months. Subscriber may terminate this Agreement by submitting a request for termination (email – requiring the confirmation of a return email from us; fax, US Mail, or telephonically) to the addresses or phone numbers listed in this Agreement. The early termination of the minimum service term will be subject to termination fees as outlined below. Wireless LINC may immediately terminate Subscriber's service and this Agreement if Subscriber or a user of Subscriber's account breaches this Agreement. Wireless LINC reserves the right in its sole discretion to terminate Subscriber's account and this Agreement at any time or to suspend (with or without notice) or terminate access to or use of the service, in whole or in part.

EQUIPMENT AND EQUIPMENT RETURN: Customer Premise Equipment ("CPE") required to receive services and installed at Subscriber's premises will remain the property of Wireless LINC. Subscriber shall have no right to pledge, sell, mortgage, otherwise encumber, give away, relocate, alter or tamper with the Equipment at any time. Subscriber agrees it shall not reverse engineer, disassemble, reverse compile, or otherwise translate hardware or software. Subscriber is responsible for preventing the loss or destruction of all Equipment provided pursuant to this Agreement. Subscriber agrees to allow access to the equipment with advanced notice for maintenance/repair issues as they arise. Subscriber shall pay for the full retail cost of equipment not returned within ten (10) days of the termination of this agreement.

FEES AND PAYMENTS:

Installation Fee. Subscriber agrees to pay an installation fee at the rates current at the time of professional installation. All charges for Vendor services, installation, and network hardware and software will be billed to your credit or debit card at the time an installation appointment is made. If an installation is not possible, the charges will be refunded.

Additional Equipment Fees. If the installation of the service requires additional equipment beyond the normal Customer Premise Equipment (CPE) such as a wireless router, a surge suppressor, or any other hardware or software, Subscriber will be required to provide that equipment.

Monthly Fees. A monthly fee is payable in advance for each and every month (or portion of a month) that internet service is provided hereunder. The monthly fee, as of the date hereof is \$_____. Credit or Debit cards are the only acceptable payment for residential accounts. Charges for monthly service will be made on each monthly service anniversary date.

Administrative Fees: If Wireless LINC is unable to process a credit or debit card payment or otherwise does not receive an electronic payment by Subscriber's monthly service anniversary date, an administrative fee may be charged. Subscriber acknowledges that these fees are not interest or finance charges and are reasonably related to the actual expense Wireless LINC will incur due to non-payment.

Customer Initials:_____

Suspended Service/Reactivation Fees: In addition to any Administrative Fees set forth above, if Wireless LINC is unable to process a credit card or debit card payment at any time or otherwise does not receive an electronic payment by Subscriber's monthly anniversary date, Subscriber's account may be immediately suspended and Subscriber will remain responsible for all amounts due Wireless LINC hereunder. To reactivate suspended service, Subscriber's account must be brought up-to-date by making payment in full of any outstanding balance, fees, and other applicable charges, including a twenty-five (\$25.00) dollar reactivation fee.

Termination Fees: If Subscriber terminates service prior to the expiration of the minimum 12-month service term, Subscriber will owe – and Subscriber's credit or debit card may be charged – termination fees that are equal to thirty-three (33%) of the value of the remaining contract.

Payment Authorization: Subscriber agrees that Wireless LINC can charge Subscriber's credit card or debit card for payment of all installation fees, service fees, termination fees or any other amounts payable under this Agreement. Additionally, Subscriber agrees that Wireless LINC will bill Subscriber's monthly service fees in advance, and such fees will automatically be collected through a card payment. Subscriber authorizes automatic card payments by Wireless LINC, and agrees that the charges described above will be billed to the credit or debit card provided by Subscriber when applying for the Internet Access Service. Subscriber must provide current, complete, and accurate information for Subscriber's billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date) and contact email address.

INDEMNIFICATION BY SUBSCRIBER: Wireless LINC shall not be liable for any damage that Subscriber may suffer from use, or inability to use, the Internet Access Service, equipment or software. Wireless LINC will not be liable for unauthorized access to Subscriber's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Subscriber's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Wireless LINC's negligence. Wireless LINC shall not be liable for indirect, consequential, incidental or special damages even if advised of the possibility in advance. Neither Wireless LINC nor its agents shall have any liability whatsoever for any losses resulting from installation, repair or other services, including without limitation damage to Subscriber's premises, loss of software, data or other information from Subscriber's computer.

Subscriber agrees to defend, indemnify and hold Wireless LINC harmless from and against any claim or demand asserted by any third party arising out of use by Subscriber of services provided hereunder.

Wireless LINC Representative: _____

Print Subscriber Name Here

Signature of Subscriber

Date

Street Address

CPE Serial Number

Mailing Address (if different)

GPS Coordinates

Telephone

Additional Telephone

Email (required)

Customer Initials:

Technical support questions, changes in credit or debit card status, changes in contact information and notice of termination shall be reported to the Vendor:

Wireless-LINC
customerservice@wireless-linc.com
1-866-553-7361