

Wireless Internet Connection



Customer Internet Agreement

THIS AGREEMENT is made and entered into on _____, by and between 4SIWI, LLC, ("4SIWI") and _____ the ("Customer").

WHEREAS, 4SIWI will be providing internet service to the customer in the state of Illinois.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Statement of Authorization: The Customer authorizes and grants permission to 4SIWI to install Wireless Equipment and Internet services to be placed at the customer location below:

"Service Location":

(Physical Street Address)

(City, State, Zip)

(Phone Number)

(Intention of Use – Personal or Business)

Charges: Customer agrees to pay charges as specified below to 4SIWI on a monthly billing cycle. Any Activation Fee shall be one-time, non-recurring charges. In some cases an Equipment Deposit may be applicable, and shall be a one-time event chosen by the Customer with terms specified in the Billing section IV of this agreement. There is an Installation Fee that will be designated by the Customer as being either a one time non-recurring payment or a recurring monthly payment for the term of the first year specified below. These prices are for the Internet access charges, to include general and unlimited Internet access, such as browsing of the internet, downloading, email, personal website space, and any other internet functionality that pertains to general internet access. These charges do not include services that may be applicable to hosting of servers, additional IP address allocation, or any other form of Internet access that may conflict with services rendered by 4SIWI. In the event that a Customer decides to terminate this agreement after initial service installation, the Customer agrees to return all 4SIWI's Equipment.

Monthly

(Billing Cycle – Monthly, Quarterly, etc)

(Package/Billing Amount) – Customer Initials

\$89.99

(Activation Fee) – Customer Initials

\$10 a Month for the first Yr of Service
or

\$100.00 One Time Payment

(Installation Fee) – Customer Initials

\$150 Cash Deposit or **Valid Credit Card Information**

(Equipment Deposit) – Customer Initials

- I. Good Faith Order: 4SIWI and Customer do hereby agree to exchange service request information in good faith for the purpose of provisioning Internet services at the Service Location, in the state listed above. Customer agrees that the information in the Service Location is, to the best of their knowledge, accurate and complete, and that the Customer listed above does have the authority to add/change/remove services at the Service Location.

The Customer agrees to hold harmless any agent of 4SIWI and 4SIWI, LLC performing duties on customer premises, for any damage to the Customer's property or person. The installation fee described above will provide the customer with one Ethernet connection to a structured wiring system, internal building networking system, or a direct internet connection to a computer. This Ethernet Connection is to be provided by the Customer at the time of installation in good working condition. It is also the responsibility of the Customer to make sure the Ethernet connection remains in good working condition.

Proof of internet connectivity will be shown to the customer at the location of the Ethernet connection at the time of installation, which is further considered to be the Activation Date. Any Internet connectivity that is not accepted as high quality, by the standard's set forth by 4SIWI, the connection will not be allowed to remain on 4SIWI's infrastructure. In the event that the connectivity is determined to not be of high quality, by the standard's set forth by 4SIWI, an agent of 4SIWI will contact the customer to determine what the problem is and the best possible solutions for both the Customer and 4SIWI including equipment adjustments and modifications.

- II. Limitation of Authority: 4SIWI authority shall be exclusively limited to the activation/de-activation of Internet services on said service listed above, and shall in no way be granted authority to add, change, or modify the voice/phone services of Customer, unless otherwise granted by the Customer.
- III. Service Agreement: 4SIWI does agree to provide Internet services to the Customer, upon receipt of signed agreement, in the form of Internet Access to the Site Location. The Customer assumes sole liability for any network traffic, data traffic and any other activity coming from and going to the Site Location. The Customer agrees to use the Internet Service in a manner consistent with any and all applicable local, state, and national, and/or international laws, and including, but not limited to, the following guidelines:
 - A) Use of the 4SIWI Network mail server for spamming is prohibited and shall be cause for immediate account termination.
 - B) The use of programs such as packet sniffers, host and/or service monitoring, and other similar programs is forbidden. 4SIWI monitors all network services around the clock.
 - C) For purpose of network use, 4SIWI hereby distinguishes Business Accounts to be any account held by a Sole Proprietor, Partnership, Corporation, or any other entity engaged in an ongoing "Business Enterprise" and Personal Accounts as an account held by an individual for personal use, research, and recreation. All account activations require the disclosure of intended use, be it business, home business, or personal, and any account contract, the resale, transfer, redistribution, or trade of any 4SIWI Account and/or Services is strictly prohibited. Inquires regarding "Accounts for Resale" should be directed to the 4SIWI Sales Manager.
 - D) The hosting of Web Servers, Mail Servers, and DNS Servers is strictly prohibited on Personal Accounts. Business Accounts wishing to place such servers on the network need to contact the 4SIWI sales department prior to such activity. Any and all point-of-sale services that 4SIWI currently delivers, or plans to deliver in the future, are strictly forbidden to sell by the Customer. There will be absolutely no re-selling or redistributing of Internet Services from the Customer, without the consent of 4SIWI. In the circumstance that this is breached, 4SIWI retains the right to charge the Customer according to the current pricing structure of 4SIWI, those charges for which services

were rendered from the Customer, to the third party, at the normal 4SIWI current rate, and termination of the Customer account will be at the discretion of 4SIWI.

- E) Personal Use Accounts receiving storage space for a Personal Web Page are subject to certain use restrictions for said personal page. A Personal page may be used for personal Internet distribution of subscriber's personal information such as: bio, resume, privately owned items for sale, hyperlinks to favorite Web locations, and information to let the world know who you are and what you think. A Personal Page, other than for personal recommendations, may not be used for any business related activities such as: advertising, sales, marketing, promotions, posting information for other individuals or businesses, software FTP site, any illegal activity, and any other activities prohibited by the 4SIWI Network's terms and conditions.
- F) Customer is responsible for use of account(s) and confidentiality of password(s). 4SIWI does not and will not make available any account information to a third party without the written consent of the Customer. Any modifications to and information contained in, a Customer account, may be modified only by the person named on the account.

In the event of any of the above mentioned activities, irregularities, or presumed illegal activities in or coming from the Customer's internet connection, 4SIWI reserves the right to inspect the Customer's connection to 4SIWI's infrastructure, halt service to the Site Location, and/or terminate the connection to the Site Location due to breach of contract.

IV. Billing:

Customer agrees to pay 4SIWI all charges relating to use of Customer's Account(s). Customer acknowledges that there is a 2 year minimum subscription period, which means no full or partial refund of any month's service fee and activation fee will be given if service is canceled within the initial 2nd year subscription period. If service is cancelled before the end of the 2nd year, there is also an additional Early Cancellation charge of Eighty-five Dollars and No Cents (\$85.00).

The equipment at the Site Location is property of 4SIWI. At the end of this contract, the equipment at the customer's location must be returned to 4SIWI within 3 business days. In the event that the customer chose the cash deposit for the Equipment Deposit and the equipment is returned in good working condition; the full deposit amount of One Hundred Fifty Dollars, (\$150.00), will be mailed to the billing address within 7 business days of the equipment's return to 4SIWI. In the event that the customer chose to leave valid credit card information and the equipment is returned in good working condition; there will be no additional charges incurred to the customer excluding any fees, charges or prior billing balances. But in the event that the customer chose to leave valid credit card information and the equipment is NOT returned in good working condition, the customer will be billed for One Hundred Fifty Dollars, (\$150.00), within 7 business days of the equipment's return to 4SIWI. Additionally, all cancellations become effective at the end of the current billing period. There shall be no refunds issued for advance payments, unless otherwise granted by 4SIWI on a case-by-case basis.

In the event that Debris, ice, or other Acts of God, may damage or destroy 4SIWI's equipment located on the Site Location and the equipment cannot be returned to 4SIWI in good working condition the Customer or Customer's insurance policy shall be held liable for the Customer's equipment cost at the Site Location. In the event that the Customer does not have an insurance policy the Customer shall be held liable for the cost of the equipment.

4SIWI reserves the right to change its rates and/or services by notifying the Customer 30 days in advance of the effective date of change.

Customer service activation date will be listed as the first day of Customer billing cycle, as appropriate. Customers will be invoiced for the *next* billing cycle, *on or before the end* of their current billing cycle, for all standard base service rates, and payment will be *due* not later than

ten days of issue of invoice. Customers electing to make payment by automated process (i.e. credit card, bank draft, etc.) will have their account of record charged on the first day of the next billing cycle for all services rendered for that billing cycle.

If your payment instrument is returned unpaid for any reason, including but not limited to exhaustion of funds, expiration, or otherwise not available to make payment, you will be notified of such by telephone and email. Checks and/or money orders that are returned by the bank for any reason will incur a \$25 returned check fee. It is the sole responsibility of the customer to insure their payment instrument information is maintained current and available for payment of incurred fees.

4SIWI reserves the right to ask for information concerning Customer credit card, bank draft, or any other means of automatic payment process, prior the Customer account being established, as a means of payment for over-due charges. Customer electing to make payment by automated means on a recurring basis will be charged on the first day of each billing cycle. Customer electing to make payment through any means other than those provided through automated process, and failing to make the payment in the manner described above, will automatically be debited from the automated payment method on the Customer file, the amount equal to that which is owed for the current billing cycle. Customer authorizes 4SIWI permission to debit the on-file automated payment method, without complaint, and shall hold 4SIWI harmless of any action in this instance. 4SIWI will first make every attempt to contact Customer prior to charging the account in this manner.

4SIWI reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit problems including delinquent payments. A reconnection charge equivalent to applicable activation fees will apply after payment of any outstanding balance for accounts over thirty (30) days past due.

If Customer defaults, Customer agrees to pay 4SIWI its reasonable expenses, including attorney and collection-agency fees, incurred in enforcing its rights under these Terms and Conditions.

V. Operation:

4SIWI reserves the right to change its services to the Customer without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered. Notice of modifications to these Terms and Conditions will be posted to the 4SIWI Network Web page. Customers are encouraged to review the current Terms and Conditions of Use on a regular basis. Customer's use of 4SIWI network after such notice shall constitute Customer acceptance of such modifications.

Customer understands that 4SIWI network services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement, or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Scheduled outages will be sent via email to all of our customers. 4SIWI shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause that similarly impedes the providing of service.

The Customer acknowledges that wireless internet equipment requires direct line of sight to operate properly. In the event of obstruction, degradation of signal, or loss of signal, the Customer will not hold 4SIWI liable for loss of service or any other functionality problems due to the loss of signal. 4SIWI will come out and evaluate the service problem after being notified and will attempt to realign the dish for optimal signal. If this does not fix the problem 4SIWI will try to determine to best action that need to be taken to rectify the problem and will present it to the customer.

There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration. At its sole discretion, 4SIWI may elect to provide a pro rata or additional/extension of service refund for service interruptions of greater than 24 hours.

Customer hereby agrees that any material submitted for distribution on 4SIWI network through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous. Upon breach, Customer shall hold 4SIWI harmless of any wrongful damage caused by such breach, and Customer accepts the responsibility of their action to the limit of the law.

4SIWI at its sole discretion and judgment may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior.

4SIWI reserves the right at its sole discretion to delete any information entered into 4SIWI network computer systems by Customer. 4SIWI and its authorized representatives shall retain the right, but shall not be obligated, to review/accept/reject publicly viewable information.

4SIWI reserves the right to terminate access to service for any Customer Account(s) which has been inactive for six (6) months or longer.

4SIWI reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice.

VI. Indemnification:

The Customer agrees to indemnify and hold the ISP harmless from and against any and all claims, proceedings, actions, damages, costs, expenses, and other liabilities incurred by, or threatened, imposed or filed against, (including, without limitation, court costs and reasonable attorney fees) resulting from the ISP's submission of an improperly prepared or incorrect Internet service order.

VII. Compliance with Law:

Each Party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state municipal or otherwise) for the services rendered at the Service Location.

VIII. Term:

The term of the Agreement shall be for two year from the Execution Date unless earlier terminated. Upon expiration, the Agreement shall automatically renew for additional one year terms unless and until one of the Parties provides written notice of termination to the other.

IX. Mutual Right to Terminate:

Either Party may terminate the Agreement if:

- (a) There is a material breach of the Agreement by the other Party which is not cured within thirty (30) days after receipt of written notice to the breaching Party,
- (b) Without cause upon 90 days written notice.

WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

4SIWI, LLC

(4SIWI)

(Customer – Print Name)

(Authorized Personnel – Print Name)

(Customer – Sign)

(Authorized Personnel - Sign)

(Date)

(Date)