



Wireless Etc., Inc.  
P.O. Box 2600 Hot Springs AR 71914  
501-318-1300 FAX: 501-609-0901  
E-Mail: billing@wletc.com

The undersigned understands this is a legally binding agreement. Please provide the following information accurately and complete ALL FIELDS.

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

Spouse (Name of Contact if Business): \_\_\_\_\_

Driver License # (or Tax ID#): \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Physical Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Mailing Address: Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #s: \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_ Work Email Address: \_\_\_\_\_

Install:	Monthly Fee \$
Public	
Terms: 24 Months Service Agreement. Your Service Agreement will automatically renew.	

ACCEPTABLE USE POLICY "EXHIBIT A"

Wireless Etc. agrees to provide high-speed internet to the subscriber subject to the following terms and conditions. This service is for residential and business only. Internet sharing is acceptable only within the boundaries of the residence/business. Allowing others to use this connection via wired, wireless (Wi-Fi or other technology) will result in immediate disconnection. However, businesses may set up a Wi-Fi hotspot only with prior written permission from Wireless etc., but this is only allowed on a case-by-case basis.

Using a personal account for a high volume of commercial use (e.g., revenue generation, advertising, etc.) is prohibited.

Abuse of Services

Any use of the system that disrupts the normal use of other Subscribers is 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 violates this Agreement. The use of Wireless Etc.'s services by subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form violates this Agreement. The failure of any subscriber running IPX (Internet Package Exchange) to use an IP tunneling protocol violates this Agreement. Any subscriber deemed by Wireless Etc. to violate this section is subject to immediate termination by Wireless Etc. If Wireless Etc. terminates service under this section, it shall have no liability to refund any prepaid service fees nor shall it be liable for any direct, indirect, incidental, or consequential damage to the subscriber or anyone else.

### Monitoring Services

Wireless Etc. has no obligation to monitor the Services but may do so and disclose information regarding the use of the Services for any reason if Wireless Etc., 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 to protect itself interests.

### Additional Clarifications, Terms, and Conditions

Username and passwords are Wireless Etc.'s property, and Wireless Etc. may alter or replace them anytime.

Wireless Etc. 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.

Wireless Etc. cannot be held liable for any type of loss, whether actual or perceived, due to lack of service.

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

## 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 is attached hereto and made a part hereof. In utilizing Wireless Etc. Internet Service, the 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.

**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 eleven (11) days from the date of the invoice. **A Twenty-five Dollar (\$25.00)** late payment fee shall be assessed on any account not paid within fifteen (15) days from the date on the invoice. Accounts remaining unpaid for thirty (30) or more days shall be 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 is on suspended service, there shall be a **Twenty-five Dollar (\$25.00)** reconnection charge to reactivate the 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 charged to the subscriber account in the event of any bank returned check.** If more than one check is returned, we will only accept cash, credit card, or certified funds for the payment on the account.

**1. 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 before the close of business shall have a termination date of the next business day.

**2. Additional Fees:** If 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 due to inflation.

**3. 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. Subscribers 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, the subscriber authorizes Wireless Etc. to retrieve all equipment from the subscriber's premises that Wireless Etc. owns.

If your connection ceases to function properly, a technician will be sent to troubleshoot during normal business hours (9:00 am-4:30 pm, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" the customer will be invoiced for a service call.

**4. Standard Maintenance:** Wireless Etc.'s Connection point ends at the Wireless Etc., installed equipment. 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.

**5. 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. Re-Alignment or relocation due to obstructions such as trees, vegetation 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 that are not covered by standard maintenance.

**6. 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, or confidentiality of any information available by or through Wireless Etc.'s systems and/or the wireless network. The 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 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.

**7. 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 and may not be in compliance with local, state, or federal laws, rules, or regulations—including but not limited to pornographic, or otherwise inappropriate sexually explicit or offensive content. The 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.

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

**9. Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statements 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 shall remain in full force and effect.

**10. Your agreement will automatically be renewed for 24 months at the current rate you are now paying.** If you decline to renew your contract, please notify us in writing within **10 business days** by post or e-mail. If you choose to continue without a service agreement, please know you will be charged for any service calls or repairs to your network. We cannot guarantee your current subscription rate.

**11. Early Termination:** if the customer chooses to end the agreement before the agreed term, they are responsible for paying for the remainder of said term.

**12. Monthly Charges.** Your monthly subscription begins on the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THEREARE NO REFUNDS OR CREDITS FOR PARTIALLY USED

SUBSCRIPTION PERIOD(S) You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to

cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Wireless Etc. served area.

(subject to any installation charges).

**Both signature lines must be signed to process this agreement. We must have the property owner's signature and the subscriber's signature, even if they are the same person.**

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any permits, home-owner association's approvals, mortgage grantor permission, or to grant or gain landlord approval for the placement of the antenna on the Subscriber's building. Property Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Wireless Etc.'s services.

**My signature below indicates that I have read, understand, and agree with the content of all 4 pages of this agreement.**

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Name of the person who referred you) \_\_\_\_\_

**Ask us about our referral program to earn a free month of service!**