



Wireless Inet  
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Palisade, NE 69040  
308-285-3312 office  
308-883-1014 emergency contact  
[www.wirelessinet.net](http://www.wirelessinet.net)

## 1. General

This agreement governs the provision of wireless internet access equipment and services to the customer by Wireless Inet. In order to provide the service, Wireless Inet installs radio equipment and an antenna at the customer site for connection with the customer's computer. Wireless Inet will provide services to individual customers in exchange for payment of fees and compliance with the terms and conditions of this agreement. Wireless Inet services are defined as the use by customer of computing, telecommunications, software, and information services provided by Wireless Inet.

The radio transceivers and any modems, antenna and standard mounting equipment will be provided by and remain the property of Wireless Inet. Customer may not sell, transfer, lease, encumber, or assign all or part of the equipment to any third party. Customer 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 Inet in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of the Agreement, customer will provide permission to Wireless Inet to retrieve from customer's premises equipment that is owned by Wireless Inet.

This signed agreement represents the complete agreement and understanding between Wireless Inet and customer and supersedes any other written or oral agreement.

## 2. Acceptable Use

Wireless Inet agrees to provide high speed wireless internet to the customer subject to the following.

- A. This service is for business, single family residence, or home-office use only. Internet sharing is allowed only within the boundaries of the residence, unless prior approval is obtained from Wireless Inet. 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.
- B. Abuse of services in any use of the system that disrupts the normal use of the system for other customers, the propagation of computer worms or viruses or the use of the network to make unauthorized access to the information or resources of others is a violation of this agreement. Any customer deemed Wireless Inet to be in violation of this section may have their account subject to immediate suspension or termination and will be held responsible for any damages resulting in such violation.
- C. Wireless Inet has no obligation to monitor the Services, but may do so and disclose information regarding use of the services for any reason if Wireless Inet believes that it is reasonable to do so to: satisfy laws, regulations, or governmental or legal requests; operate the services properly; or protect itself and its interests.
- D. Wireless Inet can not be held liable for any type of loss, whether actual or perceived, due to a lack of service. Customers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades, weather and power outages. There will be no warning for some of the outages.
- E. The customer assumes the entire risk of any harm that might occur through the use of any downloaded information or data from the service.

## 3. Account and agreement term

The term of this agreement is for 24 months, thereafter month to month, unless terminated by either party.

If account is suspended for reasons other than non-payment customer will be notified of the reasons by certified mail. Customer then has ten business days to respond in writing. If customer does not respond within ten business days,

customer's account will be terminated. Customer will receive a pro-rated refund for any prepaid but unused time, and will be subject to any fees outlined in paragraph 6, and to the early termination fee.

4. Payment Policies and Terms

Customer shall be billed monthly for service one month in advance. Payment by customer shall be due to Wireless Inet within ten days from the date of the invoice. Accounts remaining unpaid for thirty or more days shall be considered delinquent. For any customers account that has been placed on suspended service there shall be a fifteen dollar (\$15) reconnection charge to reactivate customers services after payment has been made in full. A thirty dollar (\$30) fee will be added to the customers account in the event of any bank returned check.

5. Additional Fees

In the event that special construction, or additional equipment including but not limited to, long cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be charged for said equipment and any additional labor not included in the standard install fee. Labor rates for additional labor are included in the current rate schedule.

6. Termination

Customer may terminate this agreement by submitting a request for termination (email, U.S mail, or telephone) to Wireless Inet. Customers who discontinue the service for any reason, prior to the end of contract will be charged an early termination fee as listed in the current rate schedule, and will return antennas and associated equipment belonging to Wireless Inet. If customer fails to return Wireless Inet owned antennas in undamaged, working condition, an equipment charge will be assessed at current market value.

7. Standard Maintenance

Wireless Inet's connection point ends at the radio transceiver or modem. Any trouble beyond Wireless Inet's network or equipment is the customers responsibility. If the customers connection ceases to function but the Wireless Inet

wireless network is still working properly, a technician may be sent to troubleshoot during normal business hours (8AM-4PM, Monday-Friday). If the problem is due to any of the following conditions, standard hourly rates for maintenance, repair or replacement of parts will apply:

Catastrophe, accident, lighting, neglect, misuse, relocation of equipment, theft, fault or negligence of customer, faulty electrical power, malfunction of customers computer or from any cause related to or other than the intended and ordinary use. The initial antenna placement is included with the normal installation. Labor fees will apply for subsequent antenna re-aiming or relocation.

8. Jurisdiction

The laws of the state of Nebraska shall govern the terms of this agreement.

9. Permitting and Landlord Approval

It is the customers responsibility to obtain any required permits, homeowner association approval, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the customers building. This must be done prior to installation.

10. Installation Checklist

The customer agrees that they have read and understood this agreement. Wireless Inet will provide a one time site survey to verify adequate signal strength at customers location, and to verify that customer has a computer capable of accessing the internet.

11. 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.

Accepted by:

Customers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Wireless Inet signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CURRENT RATE SCHEDULE

### Wireless Inet's Rate of Service

Initial desired plan	Bandwidth	Price per month
	2mb down / 1mb up	50.00
	3m down / 1m up	60.00
	4mb down / 1m up	70.00
	5mb down / 1.5m up	80.00
	7mb down / 1.5mb up	99.00

Commercial rates will be based on terms of usage and bandwidth needs. (case by case basis)

\*monthly fee is for provision of service, not for purchase of the customer premises radios and associated equipment and hardware.

Standard installation Fee: \$100

Early Termination Fee: \$250

Labor Fee: \$55 (hourly)

Bandwidth delivery is best effort, as it can be limited by the overall level of internet activity per site at any given time, which is outside the control of Wireless Inet, and in fact outside control of any internet service provider.

## Customer Information Sheet

Printed first name: \_\_\_\_\_

Printed last name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Password: \_\_\_\_\_

Any specific instruction or directions to customers location and where antenna is  
to be mounted.