



WIRELESS INTERNET SERVICE

Terms of Service Agreement

The following terms and conditions shall apply to all customers subscribing to Tri-County Wireless Internet Service. In utilizing Tri-County Wireless Internet Service, Customer agrees to adhere to these terms and conditions as Tri-County Wireless may modify it from time to time.

Payment Policy: Subscriber shall be billed monthly for service one month in advance. A five dollar (\$5.00) late payment fee will be assessed on accounts not paid within thirty (30) days from the date of invoice. Accounts shall be deemed delinquent if unpaid within forty-five (45) days. Delinquent accounts will have service suspended and incur a \$49.95 reconnection fee. A twenty-five dollar (\$25.00) fee will be assessed to accounts with returned checks.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically). Request received prior to close of business shall have a termination date of the next business day without prior notice, Tri-County Wireless may terminate this Agreement, your password, your account, or your use of the services, for any reason, including, without limitation, if Tri-County Wireless, in its sole discretion, believes you have violated this Agreement, or any of the applicable user policies, or if you fail to pay any charges when due. Tri-County Wireless may provide termination notice to you by email, fax, phone, or mail.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment, will at all times remain the property of Tri-County Wireless. 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 Tri-County Wireless in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Tri-County Wireless to retrieve from Subscriber's premises equipment that is owned by Tri-County Wireless.

Standard Maintenance: Tri-County Wireless's connection point ends at the Subscriber Module. 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 Tri-County Wireless network and backbone connectivity.

Disclaimer: Tri-County Wireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Tri-County Wireless services. Tri-County Wireless discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Tri-County Wireless 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 Tri-County Wireless that its use of Tri-County Wireless Service is to access information, content or other services is at its own risk.

Permitting and Landlord Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner associations approval for the placement of the antenna on the Subscribers building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Tri-County Wireless's services. Authorized Signature of landlord/owner Date _____

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 Subscribers computer and/or peripheral equipment not installed by Tri-County Wireless, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as tree, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies may be billed to the Subscriber at standard hourly rate.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Tri-County Wireless, 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 Tri-County Wireless's services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Tri-County Wireless's service from any source or to any recipient.

Acceptable Use Policy: Tri-County Wireless agrees to provide high speed wireless internet to the subscriber subject to the following terms and conditions: This service is for single family residence or home-office or business use only. Internet sharing is allowed only within the boundaries of the service. Allowing other 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. However, businesses may set up a WiFi hotspot with permission from Tri-County Wireless, but this is only allowed on a case by case basis. Using a personal account for high volume or commercial use (e.g., revenue generation advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at Tri-County's discretion, be transferred to a compressed temporary file or storage. Tri-County may delete the temporary file from the server 30 days after notifying you.

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. 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 use of Tri-County services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter-router protocol by subscriber is a violation of this Agreement. Any Subscriber deemed by Tri-County Wireless to be in violation of this section is subject to immediate termination by Tri-County Wireless. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services: Tri-County Wireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Tri-County Wireless, 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 interest. Tri-County Wireless may immediately remove your material or information from Tri-County's servers, in whole or in part, which Tri-County Wireless, in its sole and absolute discretion, determines to infringe another's property rights to violate or Acceptable Use Policy.

Additional Clarifications, Terms and Conditions: Usernames, passwords and email addresses are Tri-County Wireless's property and Tri-County Wireless may alter or replace them at any time.

Tri-County Wireless 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 2 working days, your account will be credited for the outage.

Tri-County Wireless 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.

Tri-County Wireless reserves the right to shape and control network traffic.

Governing Law and Venue: The laws of the state of Michigan 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 Genesee County, Michigan.

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.

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