East Texas WiFi Services Wireless Broadband Agreement

This agreement defines the subscription agreement and the equipment necessary for the customers to receive high-speed wireless broadband. The East Texas WiFi customer hereby agrees by use of our service for the provision of wireless Internet Service provided by East Texas WiFi and use of the service herein set forth:

1. East Texas WiFi owns the Service and all rights to the Service, including certain equipment installed at the customers' location that is needed to receive the Internet, unless customer has purchased the equipment at time of subscription. East Texas WiFi will supply a panel internet receiver with its associated wiring and attach it in a convenient location on the customers home, business, etc. East Texas WiFi will require the return of said equipment within 3 days of the termination service if applicable.

2. East Texas WiFi will provide the customer with high-speed wireless Internet access as long as the customer complies with the provision set herein and as long as acceptable physical conditions exist between East Texas WiFi's Access Points and the customers' site.

3. The customer must have certain equipment/hardware to access and use this Service. This could be computers equipped with necessary NIC cards and a useable operating system capable of handling the Service. The customer will have the responsibility for obtaining and maintaining said equipment. East Texas WiFi is not responsible for damage to customer computer equipment as a result of lightning, electrical surges or other Acts of God. We highly recommend that the customer either have protective systems (Uninterruptible Power Systems) connected to the customers computer equipment (including the POE device which connects your computer to the wireless radio). We also recommend shutting the computer system down and disconnecting our connection to the computer during any period of damaging weather (lightning storms, tornado alerts, etc.). Your radio equipment warranties extend only to manufacturer defect – all other items such as electrical strike, destruction, all other acts of God are not covered unless you are subscribed to our radio insurance program offered at $ 7.00 per month.

4. Acceptable Use Policy: East Texas WiFi's acceptable use and other policies will govern your use of the Service at all times. You agree to let East Texas WiFi or one of its representatives to access your account and records on a case by case basis to investigate complaints or allegations of abuse or unauthorized use of the service. East Texas WiFi can terminate anyone's service at anytime (without notice) for any infraction of the service.

5. Residential Plans: Residential Services plans are limited to connecting only the subscriber's computers to the Service. Allowing anyone else to connect to our service via wireless routers or other such equipment with an open connection shall be deemed grounds

for immediate disconnection from the service. This is not intended to be a shared connection except for the customer's own computers located on their property. Technical support for the quality of service will be available Monday through Friday. Advanced networking support will also be available at the cost of $ 55.00 per hour for these services.

6. Business Plans: In the event that multiple computers are connected to the Service, a qualified representative will advise the customer as to what equipment will best suit the customers' needs. East Texas WiFi will guarantee the quality of service and signal to suitable hub/switch/routers or any other acceptable piece of computer hardware. Allowing anyone else to connect to our service via wireless routers or other such equipment with an open connection shall be deemed grounds for immediate disconnection from the service. This is not intended to be a shared connection except for the customer's own computers located at their place of business. Technical support for the quality of service will be available Monday through Friday. Advanced networking support will also be available at the cost of $ 55.00 per hour for these services.

7. Payments & Billing: In exchange for the use of the Service the customer will pay the predetermined rate for the plan of choice. Non-payment will result in the immediate disconnection from the service. Invoicing for service occurs on the 25th of each month (unless the 25th falls on a weekend or holiday – in which case the invoice will be created and sent the next business day). Monthly billing is in advance for the next month's service. All invoicing is sent via e-mail – if you require a paper copy via U.S. Mail there will be an additional $ .75 cent charge for handling and mailing costs. Payments are due by the 15th day of the service month. Any payment not received by the last business day of the service month by 12:00pm will be subject to disconnection.

8. Privacy: East Texas WiFi respects its' customers privacy and permits you to control the handling of its content. East Texas WiFi will not disclose any information to any third party about phone numbers, names, e-mail addresses or any private information without prior consent as may be required by law.

9. Disclaimer: East Texas WiFi is supplying this Service to you "AS IS". You assume the responsibility for any loss or damage resulting from its use. East Texas WiFi also does not warrant that the Service will meet your requirements or needs. It also does not warrant that the Service can be uninterrupted or error free. You will use this Service at your own risk.

10. Indemnification: You agree to indemnify East Texas WiFi for all of your acts and omissions. You agree to indemnify, defend and hold harmless East Texas WiFi, its affiliates, officers, and employees from any and all of any third party claims.

11. This agreement shall be in accordance and governed by the State of Texas – Van Zandt County and applicable federal law without reference to it rules regarding conflicts of law.

12. Terms of Agreement: The term of this Agreement shall become effective on the date service become available. After such time the contract will be in force for either 1 month or 12 Month (based on your service plan) increments until at such time the user submits in writing, or email 3 days in advance that the Service will be terminated. In the event that the customer needs to terminate this agreement then the remainder of monies will be paid to fulfill the agreement. We bill for monthly service and do not refund for partial months. There will also be a $ 30.00 re-connect fee for those accounts that have been terminated for non-payment or for returning customers that had previously discontinued the service.

13. Attorney's Fees: Should any action be pursued to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

14. East Texas WiFi reserves the right to refuse Service to anyone for any reason not restricted by law. It also reserves the right to terminate or suspend anyone for any reason not restricted by law.

Customers Initials: _____

East Texas WiFi Representative Initial: _____