



Precision Wireless Internet



TERMS AND AGREEMENTS

Terms of Agreement

1. **Installation Fee.** Subscriber shall pay a one-time non-refundable installation fee upon execution of this contract, together with the fee for the first month of service. Installation will provide the Subscriber with a single point hard-wired connection, and the equipment used to establish such hardwired connection, including a receive radio, associated mount, cable into Subscriber's home, power adaptor for the radio, and a jack for a single computer (hereafter, "PWI's Installation Equipment"). Precision Wireless Internet installers will mount the receive equipment in a professional manner with the least impact to the subscriber's property. Any modifications to the property, including roof mounted installations, will be weather sealed in accordance with best common practices at the time of the installation and PWI assumes no responsibility for the long term effectiveness of any weatherproofing or resulting effects.

2. **Monthly Fee.** Subscriber shall pay a monthly fee to Precision Wireless Internet according to the fee and due date outlined on the reverse side of this contract. Such monthly fee shall be due and payable on the same day of each successive month until this agreement is terminated pursuant to the terms hereof. Payments may be through automatic withdrawal or by mailing such payment to PWI.

3. **Term.** The term of this agreement shall be twenty-four (24) months from the date of installation. Subscriber shall have five (5) days from the date of installation to cancel the service. If Subscriber cancels within such five (5) day period, Subscriber's sole responsibility shall be \$75, to be retained by Precision Wireless for installation and removal labor costs. In the event Subscriber fails to cancel within such five day period, Subscriber shall be deemed to have accepted the Precision Wireless Internet service and shall be bound for the entire term, pursuant to the terms hereof. The term of this agreement shall renew for consecutive twenty-four month terms unless (i) the Subscriber provides written notice to Precision Wireless Internet at least thirty (30) days prior to the end of the initial term or any renewal term of Subscriber's intent to cancel this agreement, or (ii) this agreement is otherwise cancelled pursuant to the terms hereof.

4. **Late Fees, Reconnection Fees, and Cancellation Fees.** Subscriber shall be entitled to voluntarily cancel this agreement at any time during the term hereof or any renewal term upon payment of all amounts then due and owing together with a cancellation fee of \$250. If Subscriber fails to pay any amount due hereunder within fourteen (14) days of the due date, Subscriber shall be assessed a late charge of \$20. In the event any amounts remain outstanding for thirty days, Subscriber's service will be cancelled. If Subscriber reconnects within fourteen (14) days of cancellation for non-payment, Subscriber shall be responsible for a reconnection fee of \$75. If Subscriber fails to reconnect within such time period, Subscriber shall be deemed to have canceled this contract and be responsible for a cancellation fee of \$250. If this agreement is cancelled for any reason, PWI personnel will have access to the Subscriber's site to remove all PWI equipment.

5. **Equipment.** All PWI Installation Equipment shall remain the sole property of Precision Wireless Internet. Subscriber shall be responsible for damage to the PWI Installation Equipment during the term hereof unless such damage is attributable to mechanical failure of the PWI Installation Equipment during normal use. The PWI Installation Equipment provided to Subscriber will allow Subscriber to access the Internet on one terminal. If Subscriber wishes to access the Internet on more than one terminal or seek any other equipment or service, Precision Wireless Internet will sell, program, and install the requested additional equipment and services at Precision Wireless Internet's standard rates. Subscriber will thereafter own such additional equipment and be solely responsible for the repair, maintenance, or replacement of such additional equipment at no cost to Precision Wireless Internet.

6. **Compliance with Laws.** Subscriber may not use the Precision Wireless System and services provided in any way that violates federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of Subscriber which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, or which result in the spread of computer viruses or other damaging programs or data files.

7. **No Interference.** Subscriber shall not probe, monitor, breach the security of, or otherwise interfere with any host, network, or system without the explicit authorization of the administrators of the host, network, or system.

8. **Prohibition against Bulk Emails.** Subscriber shall not send unsolicited bulk e-mails. As a guideline, mailing more than twenty messages simultaneously or in close proximity to individual recipients with whom the sender has no pre-existing relationship or who have not otherwise consented to receiving such email will be considered an unacceptable transmission which may result in termination of Subscriber's account.

9. **Adoption or Modification of Rules.** Precision Wireless Internet reserves the right to establish or modify rules concerning use of the subject system by sending notice (by email or other means) to each Subscriber. Precision Wireless Internet reserves the right, to be exercised in its sole discretion, to restrict, suspend, or cancel Subscriber's account upon violation of any of Precision Wireless Internet's published rules or the terms of this agreement.

10. **Modification of Service.** Precision Wireless Internet reserves the right to modify, add, or remove all services and features of the system at any time. Current subscribers will receive adequate notice of each change.

11. **Disclaimer of Warranties.** PRECISION WIRELESS INTERNET DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

12. **Disavowal of Liability.** Under no circumstances shall Precision Wireless Internet, its officers, directors, employees, agents, shareholders, or anyone else involved in administering, distributing, or providing Precision Wireless Internet services, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of revenues or lost profits, or damages which result from the use of or inability to use the services provided hereunder, mistakes, omissions, interruptions, deletion of files, emails, or other data, email errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access, even if Precision Wireless Internet has been advised of the possibility of such losses. In no event shall Precision Wireless Internet's liability to subscriber exceed the aggregate amounts paid by Subscriber to Precision Wireless Internet for services during the previous six months.

13. **READ CAREFULLY AND INITIAL HERE** Use of the Internet from any service provider has an inherent risk of viruses and other attacks. The Subscriber and immediate family, including minors, may unknowingly download or view information, which results in damage to Subscriber's hardware, software, files, data, or peripherals. Precision Wireless Internet shall have no liability whatsoever for any damage to or loss or destruction of Subscriber's hardware, software, files, data, or peripherals resulting from viruses or other attacks. In the event Precision Wireless Internet receives notice of a virus or other attack on Subscriber's system, Precision Wireless Internet reserves the right to discontinue service to Subscriber upon five (5) days notice until Subscriber is able to remedy and remove such virus or other attack.

14. **Indemnification.** Subscriber agrees that it shall indemnify, defend, and hold harmless Precision Wireless Internet, and its officers, directors, employees, agents, and shareholders from and against any costs, expenses, losses, damages, suits, claims, or liabilities incurred and arising from or relating to Subscriber's use of the subject services.

15. **Fair Access Policy.** To insure equal access for all Precision Wireless Internet subscribers, Subscriber must adhere to a Fair Access Policy. The Fair Access Policy establishes an equitable balance in Internet access for all subscribers. Access is not limited to a specific number of hours per month. However, if Subscriber downloads or uploads more than 9,000 MB in any one month, Precision Wireless Internet may (1) charge Subscriber an additional fee for such month, not to exceed \$40, and/or (2) modify the speed in which Subscriber is able to utilize the services provided by Precision Wireless Internet. Subscriber is extremely likely to avoid any additional usage fees if your use is typical of the majority of the Internet users and consists primarily of web surfing and a reasonable amount of up or downloading. The above-referenced Fair Access Policy shall only apply to consumer accounts, and shall not apply to commercial or business accounts operated outside of the home.

16. **Service Calls.** Precision Wireless Internet will be solely responsible for repair or replacement of any equipment it provides resulting from mechanical malfunction experienced during ordinary use. If Subscriber initiates a service call and the problem is for any reason other than Precision Wireless Internet supplied equipment failure resulting from ordinary use, Subscriber shall pay for such service call based upon Precision Wireless Internet's most recent service call rates.

17. **Termination of Precision Wireless Internet Service.** Precision reserves the right to immediately modify, suspend, or terminate Subscriber's service upon (1) non-payment of any amount due and owing within thirty (30) days of the original due date, or (2) any other breach of the terms hereof.

18. **Attorney Fees, Costs, and Expenses.** In the event Subscriber breaches this agreement for any reason, Subscriber shall be responsible for all attorney fees, expenses, and costs incurred by Precision Wireless Internet in enforcing the terms hereof.

19. **Governing Law.** This agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma. Subscriber irrevocably consents to the jurisdiction and venue of the District Court of Delaware County, Oklahoma.

20. **Subscriber Property Access.** The subscriber or someone designated by him should be on site during the entire installation process, as PWI assumes no liability for the subscriber's personal property.