



WEST MICHIGAN COMMUNICATIONS

Terms of Service

3571 E Hasenbank Rd, Free Soil MI 49411

WIRELESS INTERNET ACCESS AGREEMENT

This online agreement is entered into by and between you the subscriber (Subscriber) and West Michigan Communications (Provider) with offices at 3571 E Hasenbank Rd, Free Soil MI 49411, for the purpose of establishing the terms and conditions under which Provider will furnish Wireless Internet Access Service.

SERVICE TO BE PROVIDED. Provider, under the terms of this agreement, will furnish to Subscriber Wireless Internet Access Service agreed upon at time of installation.

TERMINATION If service is terminated, either verbal or written confirmation must be provided to West Michigan Communications. West Michigan Communications owns all equipment, antennas, cables, and select software and upon any termination all equipment must be returned to West Michigan Communications. Any unreturned equipment will be billed to the Subscriber in the amount of up to \$1,200.00 for equipment fees. West Michigan Communications reserves the right to terminate service, for other business reasons such as poor quality of service, refusal to sign this agreement, or ACH/Credit Card Release forms. West Michigan Communications does not offer any refunds for unused service, or any refunds for equipment purchased or returned equipment. We do not offer any refunds of any kind. West Michigan Communications may refuse cash payments at its discretion.

CHANGES TO SERVICE. Subscriber may choose to change their Wireless Internet Access package/speed without violating the terms of this agreement. A change fee may be required to implement the change. A move of service will incur a minimum fee of \$150.00. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic \$150.00 equipment move fee. Early termination charges will not apply during the time frame in which a move of equipment occurs, and service is reestablished.

PAYMENT SCHEDULE. Subscriber will be billed installation charges, as well as the appropriate rates for the Wireless Internet Access Service speed selected at the time of the first bill. Provider reserves the right to request payment for any and all equipment associated with the initial installation for wireless Internet access in advance. Wireless Internet Access Service charges are due and payable monthly in advance. Failure to pay monthly service charges within 7 days of receipt of invoice, shall give Provider the right, without liability, to temporarily disconnect Wireless Internet Access Service. The Provider is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet account. A returned check will be

considered non-payment of the account. Restoration of service will require payment of any unpaid balance and a reconnect charge of

\$50 may be applied. If service is not reconnected within seven (7) calendar days, the Wireless Internet Access Service will be permanently disconnected. To restore service after a permanent disconnect, payment of the full unpaid balance, early termination charge, and pre-payment of new installation charges may apply.

Late Payment Fees – A late payment fee of \$15 per month may be added on accounts not paid within fifteen (15) days of billing (18% annum). Returned Check Charge – A \$35.00 processing fee will be charged on all returned checks.

Installation (including all custom fees, and first month of service) \$ _____

Un-Returned Equipment fee: (up to, may be less depending on customers equipment) \$1,200

I UNDERSTAND AND AGREE TO THESE CHARGES _____ (Customer initials)

CUSTOMER PROVIDED EQUIPMENT. Any equipment not purchased from Provider is customer provided equipment. Provider is not responsible for support of customer provided equipment and Subscriber will be liable for the expense of a service call if such equipment adversely affects Wireless Internet Access Service.

CUSTOMER INSTALLATION. The installation date and time will be determined by Provider and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Provider will determine if Subscriber's computer(s) are configured appropriately for the Wireless Internet Access Service connection. If not, Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Provider for a fee. In the event a Subscriber installs a network utilizing the provided Wireless Internet Access Service modem, it is with the clear understanding that Provider is not responsible for any problems that may occur. Provider will not dispatch a technician to Subscriber's location to resolve any computer and/or network-related problems without an associated fee. Provider will not perform work on any of Subscriber's computers without an associated fee.

SERVICE CALLS. If Provider is called to Subscriber's site and it is determined that the problem is other than the Wireless Internet Access Service and/or the Wireless Internet Access interface, a minimum service fee of \$125.00 will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply. The provided Wireless Internet Access Service hardware is warranted by its manufacturer for a period of one (1) year. During the one (1) year manufacturer's warranty period Provider will support the hardware for problems covered by the manufacturer's warranty. Service calls determined to be the result of an out of warranty Wireless Internet Access Service modem will be charged to Subscriber. Acts of God, or damage not deemed a manufacture defect are NOT covered.

SERVICE DELIVERY. Wireless Internet Access connection speed (3 Mbps to 35 Mbps, depending on package chosen) is measured between Subscriber's location and the Provider access point. Connection speeds may be lower under conditions of high Internet usage. Actual data transmission or throughput may be lower than the

connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Provider.

DELAY. Provider will not be liable for any delay in the delivery or installation of Wireless Internet Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Provider.

CONSEQUENTIAL DAMAGES. Provider is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Internet Access services.

Voice Over IP (VOIP). Provider does support, but does not guarantee Voice Over IP Protocol. Any number of factors can take down a Voice Over IP telephone line. We suggest either a backup land line or a cellular phone if you use the Voice Over IP services.

TV Over IP (IPTV). Provider does support, but does not guarantee TV Over IP Protocol. Any number of factors can take down a TV Over IP television line. We suggest either DirecTV, Dish Network, or other TV service provider if you continue to have problems with TV over IP Protocol.

ADDITIONAL TERMS. If either party commences an action against the other party to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing party. If any provisions of this Agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions hereof. This contract supersedes any previous agreements, verbal or written. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed here-under, Mason County, Michigan shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws for the State of Michigan.

Excessive Use Policy

As with all internet service providers, West Michigan Communications does have an Excessive Use Policy. The vast majority of WEST MICHIGAN COMMUNICATIONS customers use their connection in a manner that does not infringe on other WEST MICHIGAN COMMUNICATIONS customers. An extremely small percentage of customers use their WEST MICHIGAN COMMUNICATIONS connection excessively, or at such extreme high volumes, that they use more than their share of the overall WEST MICHIGAN COMMUNICATIONS connection. While this high-volume use among our customers is very rare (less than 1%), WEST MICHIGAN COMMUNICATIONS reserves the right to throttle the network speed of any offending customer down to a lower sustained rate, OR terminate service. WEST MICHIGAN COMMUNICATIONS would like to stress that this is an extremely rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out their connection. WEST MICHIGAN COMMUNICATIONS expects that almost all its customers will remain unaffected by this as they maintain their normal Internet usage. It is important to West Michigan Communications that our customers clearly understand the difference between purchased bandwidth and throughput. First, some background about the Internet. The Internet is a mesh network comprised of multiple independent Internet Service Providers, Enterprise Level Customers and Residential Customers located throughout the world. As such, there are various WAN routing protocols that make up the Internet including, but not limited to, Frame Relay, ATM, IP over Ethernet and IP over SONET. With these WAN routing protocols come various overhead

requirements that reduce the amount of throughput possible for all Internet customers. In addition, TCP is the primary transport layer protocol utilized throughout the Internet. HTTP (www sites), HTTPS, FTP, TELNET and many other applications utilize the TCP protocol suite as their transport layer protocol. TCP is a connection-oriented protocol thus also has overhead requirements. Most indepth testing and research shows that the average customer will get optimal throughput of 90% to 99% of their purchased bandwidth. This (90% to 99%) is considered the best possible throughput results and can degrade beyond that should there be congestion on the Internet (whether the congestion be with the source ISP, destination ISP or Internet backbone, including access points or peering points). Keeping the network overhead described above in mind, an example of optimal “throughput speed”• versus “purchased bandwidth”•. Remember that other congestion factors could come in play that reduce this speed but this would be your optimal (best possible) throughput speed.

Finally, West Michigan Communications takes great pride in our high-speed network. We also recognize that unexpected traffic on our network and/or the Internet can at times impact our customers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that West Michigan Communications will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver state-of-the-art products to our customers.

Customer Name:

Service Address:

Phone Number:

Customer Signature:

Date Signed:

West Michigan Communications:

Date Signed:
