

WIRELESS INTERNET SERVICE AGREEMENT

This is an agreement between you (the "Customer") and SpeedConnect ("SpeedConnect"), for wireless Internet service (the "Service").

- 1. Term of Agreement.** This Agreement will commence upon activation of service and continue until Customer or SpeedConnect terminates the Service. SpeedConnect may terminate the Service and this Agreement by giving notice to Customer at any time. Customer may terminate the Service and this Agreement by giving notice to SpeedConnect at any time after the end of the initial term, which shall extend from the activation date for the number of months indicated below. During the initial term, Customer may terminate the Service and this Agreement by giving notice and paying an early termination fee of \$250.00
- 2. Fees.** Customer shall pay a monthly service fee to SpeedConnect. The service fee will be billed to Customer in advance on a monthly basis. The initial amount of the monthly service fee is set forth below. After the end of the initial term, SpeedConnect may change the monthly service fee by giving not less than 30 days advance written notice to Customer. Non-recurring charges such as installation and maintenance charges will be billed to Customer as soon as practicable after the services have been provided. If Customer authorizes SpeedConnect to charge monthly installments to a credit card, no additional notice or consent will be required for billings to the credit card. All monthly service fees and other charges billed to Customer shall be paid by the due date shown on the invoice, which shall be not less than ten (10) days after the date of the invoice. In the event that any payment is not received within ten (10) days of its due date, SpeedConnect will charge and Customer will pay a delinquency and collection charge of Ten Dollars (\$10.00). In the event that any check tendered by Customer is returned for insufficient funds or any credit card transaction is declined, SpeedConnect may assess a fee of Twenty-Five Dollars (\$25.00) to Customer.
- 3. Expenses of Collection.** In the event that Customer fails to pay any service fee or other charge when due or otherwise breaches this Agreement, SpeedConnect shall be entitled to recover any expenses of collection or enforcement, including without limitation attorney fees.
- 4. Availability of Service.** The Service is available to Customer's Customer Premise Equipment ("CPE") only when the CPE is within the operating range of SpeedConnect's Internet system. Service availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the CPE; acts of God; strikes; riots; wars; and other causes beyond the control of SpeedConnect. Service availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of the Service. Customer hereby waives any claim for consequential or incidental damages related to or arising from an interruption, limitation or other unavailability of the Service and agrees that SpeedConnect's liability for any such event shall be limited to the service fee attributable to the affected period. This Section 4 shall survive termination of this Agreement.
- 5. Use of Service.** Customer agrees not to use the Service for any unlawful or abusive purpose. Customer agrees to abide by the SpeedConnect Acceptable Use Policy, as it exists from time to time. The SpeedConnect Acceptable Use Policy may be found at www.speedconnect.com. Customer acknowledges that Customer has no vested right in or to the email address assigned to Customer by SpeedConnect and agrees that SpeedConnect may change that address at any time.
- 6. Assignment.** Customer's rights under this Agreement may not be assigned to any third party.
- 7. Notices.** Written notices shall be effective when properly addressed to the parties at their respective addresses set forth below and deposited with the United States Postal Service, postage prepaid. Verbal notices from Customer to SpeedConnect shall be effective when reflected in SpeedConnect's customer service system.
- 8. Complete Understanding.** The parties hereto acknowledge that this Agreement constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.
- 9. Modifications.** No purported modification hereof shall be effective unless made in writing and signed by Customer and SpeedConnect.
- 10. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State in which the Customer resides (Michigan or Iowa).
- 11. Parties Bound.** This Agreement shall bind and run to the benefit of the parties' respective successors and assigns, subject to any limitation or prohibition on assignment.
- 12. Non-Waiver.** SpeedConnect's delay in exercising or its failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same or any other right at any time thereafter.
- 13. Severability.** If any provision hereof shall be adjudicated to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. Such invalid or unenforceable provision shall be severed from this Contract.



Go To: speedconnect.com to fill out a Refer-A-Friend form.

Refer a friend or family member to SpeedConnect by going to www.speedconnect.com. Fill out the online Refer-A-Friend Form and when your referral becomes a SpeedConnect customer you receive a check for \$50.00. Offer is unlimited so refer as many family and friends as you would like! *Some restrictions apply: new customers only, after start of promotion, no other promotional discounts, dealers exempt.*

- Email: speedconnect@speedconnect.com
- Customer Service: 866-297-2900
- Technical Support: 866-297-2900

SPEEDConnect
HIGH-SPEED WIRELESS INTERNET & TELEPHONE