



Internet Access User Agreement:

LINK GLOBALLY, BUY LOCALLY. IT MATTERS.

1. INSTALLATION AND SERVICES.

1. You hereby authorize **Black Mountain Communications** (the "Service Provider") and/or its authorized contractors to install an antenna & radio, or multiple antennas, routers, radios software, wiring and any other equipment (the "Equipment") needed at your home (the "Premises") to provide Internet and
2. Any custom installation work that you request beyond one Radio mount, up to 100' of cable and one wall penetration, including placing cable under carpet, through cabinets, through interior walls or inside molding, attics or basements will require additional charges at \$75.00 per hour.
3. Service Provider will not be liable for any alterations to the Premises that result from the installation or removal of the Equipment, including, but not limited to, holes in walls, cable wiring or antenna mounting brackets.
4. You warrant that you are at least 18 years of age and that you own the Premises, or have received permission from the owner of the Premises to make any changes to the Premises needed to install the Equipment and receive the Services. Additionally, it is your obligation to confirm that the placement of the antenna on the Premises is not in violation of any restrictive covenants, conditions or homeowners restrictions.
5. You agree to allow Service Provider or its contractor's access to the Premises to perform installation, repair or maintenance services in support of the Services.
6. You agree not to re-sell, distribute, relay or allow the re-use of the Services for any commercial or any other purpose.
7. Service Provider assumes no responsibility or liability for interruption of the Services.
8. Service Provider may revise, modify or discontinue any or all aspects of the Services, including but not limited to Internet access, prices, any applicable tariffs, and any terms of this Agreement. Client's continued use of service shall constitute Client's acceptance of the modification of this Agreement.

Initial ----- Date -----

9. Notice to you of any revisions or modifications will consist of updating the terms on the Service Providers web site, making adjustments to your bill or sending you an email.

2. PAYMENT TERMS.

1. Service Provider will provide the Services to you subject to this Agreement, and you agree to pay for the Services when due by Visa, MasterCard or American Express via electronic automatic recurring monthly charges (ARB).
2. Your first month's internet access charge, Installation and equipment lease fees are due upon completion of installation.
3. If you fail to pay all valid charges for the Services and other fees when due, Service Provider may charge you interest and \$10.00 fee for declined ARBs.
4. If you fail to pay any amounts owing to Service Provider within 30 days, Service Provider will have the absolute right to disconnect the Services without notice. Upon disconnect, you agree to immediately pay all amounts owing to Service Provider.
5. Service Provider has the right to charge you the full retail price of the Equipment (\$650.00) and a \$50 recovery fee for:
 - a) Any damage to the Equipment resulting from your abuse or negligence as determined solely by Service Provider; or
 - b) Your unwillingness to allow us to recover the equipment upon termination.

3. TERM AND TERMINATION:

1. This Agreement will have a one (1) month Initial Term.
2. At the end of the Initial Term, this Agreement will automatically renew for a new one (1) month period ("Renewal Term") until you advise Service Provider that you wish to terminate the Services or services are terminated by provider.
3. If you terminate this Agreement before the end of the Initial Term, you agree to pay Service Provider any outstanding balance owed for usage on the account and to return all equipment in like new condition. Your \$49.00 Equipment lease fee will be returned.
4. Service Provider has the right to recover all Equipment provided by Service Provider, but is under no obligation to do so. You will cooperate fully with Service Provider to allow them to recover any and all Equipment related to the Services during regular business hours.

Initial ----- Date -----

5. If you move out of the Premises prior to the conclusion of the initial Term, Service Provider may terminate this Agreement, disconnect the Services, and recover all Equipment related to the Services.

6. Upon occurrence of a breach by Client of any provision hereunder, Service Provider reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client hereunder. Client agrees to pay all costs incurred by Service Provider in enforcing the terms of this Agreement, including, but not limited to collection agency fees, not to exceed 50% of any past due balances, and reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.

4. LIMITED WARRANTY. SERVICE AND REPAIRS.

1. Service Provider will replace faulty Equipment originally provided and owned by Service Provider at no charge.

2. This warranty excludes any damage to Equipment resulting from abuse or negligence on your part as determined solely by Service Provider. A service call charge of \$75.00 and a \$75.00 hourly rate may apply.

3. This warranty is in lieu of all other warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

4. If Service Provider damages the Premises during the Services installation or maintenance, Service Provider will compensate the owner of the Premises for reasonable, actual and documented costs of necessary repair.

5. Service Provider may hire subcontractors and independent contractors to perform some aspects of installation and repairs of the wireless broadband system. Service Provider is not liable for any death, injury or damages which may or does result from the work performed by these subcontractors and independent contractors.

Initial ----- Date -----

5. INTERNET ACCESS.

- 1. You hereby agree to abide by Service Provider's Acceptable Use Policy. The Policy is set forth in full on Black Mountain Communications website at www.broadbandfortheboonies.com/acceptableusepolicy/
- 2. You access the materials on the Internet at your own risk.
- 3. Service Provider may deny you access to all or part of the Services without notice if you breach this Agreement, including, but not limited to, **Service Provider's Acceptable Use Policy.**
- 4. You agree to comply with any usage or other limitations on the Services set by Service Provider in its sole discretion. .
- 5. Service Provider's network gathers information about Internet usage including but not limited to the number of bytes passed. Service Provider uses this information in the aggregate. Service Provider collects and uses personally identifiable information obtained from you and from other sources for billing purposes, to provide and change of service, to anticipate and resolve problems with your service, or to identify, create and inform you of products and services that better meet your needs. Service Provider will not use or disclose any personally identifiable information regarding Internet usage unless compelled by a court order or subpoena; you consent to the use or disclosure, and to protect Service Provider's broadband services and facilities.

6. LIMITATION OF LIABILITY.

- 1. NEITHER SERVICE PROVIDER NOR ITS SUBCONTRACTORS WILL BE LIABLE FOR ANY LOSS OF DATA OR DAMAGE TO HARDWARE THAT OCCURS DURING INSTALLATION OF OR ANY SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF SERVICE PROVIDER'S BROADBAND SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO COMPLETELY BACKUP YOUR COMPUTER PRIOR TO INSTALLATION. YOU FURTHER AGREE THAT SERVICE PROVIDER AND/OR ITS SUBCONTRACTORS ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH YOUR COMPUTER FOLLOWING THE INSTALLATION OF OR ANY SUBSEQUENT SERVICE PERFORMED ON YOUR COMPUTER IN SUPPORT OF SERVICE PROVIDER'S SERVICE.
- 2. YOUR EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES RESULTING FROM THE INSTALLATION OF EQUIPMENT AND YOUR USE OF THE SERVICES, INCLUDING SERVICE PROVIDER'S OR ITS SUBCONTRACTOR'S NEGLIGENCE, WILL BE LIMITED TO FEES PAID TO SERVICE PROVIDER UP TO THE TIME THE DAMAGE IS DISCOVERED.

Initial ----- Date -----

3. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SERVICE PROVIDER NOR ITS AFFILIATES WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

4. YOU ARE RESPONSIBLE FOR ALL SECURITY FOR YOUR COMPUTERS, FILES, PROGRAMS, TRANSMISSIONS, ETC. SERVICE PROVIDER, ITS AFFILIATES AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY SECURITY BREACHES ON YOUR SYSTEMS.

5. SERVICE PROVIDER, ITS AFFILIATES AND ITS SUBCONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING PERSONAL INJURIES, PROPERTY DAMAGE OR LOSS OF BUSINESS, THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICES OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF OFFERS, CLAIMS, REPRESENTATIONS, PROMOTIONS AND TRANSACTIONS, INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE INTERNET OR THE SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION OR ANY FAILURE OF PERFORMANCE.

6. You agree to indemnify, defend and hold Service Provider, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or the Services by you or any authorized user of your account, including the placement or transmission of any message, information, software or other materials on the Internet.

7. These limitations on liability and indemnification provisions inure to the benefit of and apply to: (1) any successor to Service Provider's business by way of merger, purchase of assets, or operation of law; and (2) any subcontractor performing work on behalf of Service Provider.

Initial ----- Date -----

7. SERVICE FEES AND DESCRIPTION.

1. Please circle the desired service listed below:

Burstable Speeds measured in kilobits per second

Residential:

- \$49.95/month - Up to 384 Kbps
- \$59.95/month- Up to 512 Kbps
- \$69.95/month – Up to 1,000 Kbps
- \$79.95/month – Up to 1,500 Kbps
- \$89.95/month- Up to 2 Mbps

Business:

- \$150.00/month- Up to 1,500 Kbps Point To Point with 1- static ip

2. Service includes up to five email accounts through Google gmail with the [usernames@bftb.net](mailto:username@bftb.net) or username@theboonies.net

3. Service is limited to Service Provider's coverage area and may change at any time. Many factors affect speeds. **Speeds may vary and are not guaranteed.**

4. Installation costs are \$199.00 for a standard installation and a one time \$49.00 equipment lease fee.

Signed by: ----- Date -----

Print Name: ----- Drivers License # -----

Email: -----

SM: ----- Antenna: ----- Freq: -----

ESN: ----- IP: -----

PPPoE User:----- PPPoE PW: -----