

SkyFi WISPerNet Terms and Agreement

This Terms and Agreement is entered into by and between you the subscriber (Subscriber) and SKYFI WISPerNet (Provider) with offices at 2105 Malcolm Ave STE 105 Newport AR 72112, 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 the selected package of Wireless Internet Access Service agreed upon at time of installation.
- **TERM OF THE AGREEMENT.** This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Customer has the right to cancel subscription to service(s) at any time, and SKYFI WISPerNet owns all equipment, antennas, cables, and selects software and upon any termination all equipment must be returned to and SKYFI WISPerNet. Any unreturned equipment will be billed to the Subscriber in the amount of \$400.00 for equipment fees.
- **CHANGES TO SERVICE.** Subscriber may choose to change their Wireless Internet Access Service 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 \$65.00. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic \$35.00 equipment move fee. Early termination charges will not apply during the timeframe 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. Failure to pay monthly service charges by the 15th day of the month, 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 \$15.00 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 of \$35.00, and pre-payment of new installation charges may apply.
- **Late Payment Fees** – A late payment fee of \$15.00 per month may be added on accounts not paid within thirty (30) days of billing. Returned Check Charge – A \$25.00 processing fee will be charged on all returned checks.
- **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 \$45.00 will be charged for the first hour. 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.
- **SERVICE DELIVERY.** Wireless Internet Access connection speed (2 mbps to 100 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. Jitter is defined as the variation or difference in the end-to-end delay between received packets of an IP or packet stream. Jitter is usually caused by imperfections in hardware or software optimization and varying traffic conditions and loading. Excessive delay variation in packet streams usually results in additional packet loss, which affects quality.
- **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 cellular phone if you use the Voice Over IP services.
- **TV Over Streaming (Media).** Provider does support, but does not guarantee TV Over Streaming Platforms. Any number of factors can take down a TV Over Streaming Platforms. We suggest other TV service provider if you continue to have problems with TV over Streaming like Ex... Netflix, Sling tv, or Plex.
- **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, Jackson County, Newport 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 Arkansas.
- **Excessive Use Policy** As with all internet service providers, SKYFI WISPerNet does have an Excessive Use Policy. The vast majority of SKYFI WISPerNet customers use their connection in a manner that does not infringe on other SKYFI WISPerNet customers. An extremely small percentage of customers use their SKYFI WISPerNet connection excessively, or at such extreme high volumes, that they use more than their share of the overall SKYFI WISPerNet connection. Very rare does this happen (less than 1%), SKYFI WISPerNet reserves the right to throttle the network speed of any offending customer down to a lower sustained rate. SKYFI WISPerNet 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. SKYFI WISPerNet expects that almost all its customers will remain unaffected by this as they maintain their normal internet usage.
- **Commitment of Service** SKYFI WISPerNet LLC continually strives to be the premier Wireless Internet Service Provider in Newport. As part of this commitment, our Network Operations Center (NOC) Engineers proactively monitor performance on our network backbone to ensure SKYFI WISPerNet LLC has adequate backbone bandwidth to accommodate high-speed service for our entire customer base. SKYFI WISPerNet LLC offers products that range from dedicated backbone bandwidth (more expensive) to products that are shared backbone bandwidth (less expensive). You should work with your SKYFI WISPerNet LLC Sales department to determine which product offering best fits the needs of your business or residence.

Finally, SKYFI WISPerNet LLC 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 SKYFI WISPerNet LLC 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.

Signature _____

Date _____