



**Wireless Internet
Service Agreement**

**8550 W. Main St., P.O. Box 310
French Lick, IN 47432
(877) 849-2875**

By establishing an account or using the Services of NetsurfUSA, Inc. you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to all customers subscribing to NetsurfUSA Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing the Internet 100Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as NetsurfUSA may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern.

Payment Policies and Terms: Subscriber shall be billed monthly for service one month in advance. Payment by Subscriber shall be due to NetsurfUSA within fifteen (15) days from the date of the invoice. A **Twenty Dollar (\$20.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the date of invoice. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent. Any delinquent account(s) shall accrue interest at **21.5% APR** on all outstanding principal amounts until paid and shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber account that has been placed on suspended service there shall be due a **Fifty Dollar (\$50.00) reconnection** charge to reactivate Subscribers Services after the arrearage has been paid. **If equipment must be reinstalled because it was removed after an account termination the customer will incur a \$99.00 fee along with the other fees mentioned herein. A Thirty Five Dollar (\$35.00) fee will be added to the subscriber account in the event of any bank returned check.** In the event that more than one check is returned, we will only accept cash, credit card or certified funds for payment on the account.

Termination: Subscriber may terminate this Agreement by submitting a request for termination (email, fax, U.S. Mail or telephonically) to the addresses or phone numbers listed in this agreement. Requests received prior to the end of contract term will be honored, but will be charged a **One Hundred and Fifty Dollar (\$150.00) termination fee** and return of the equipment.

Without prior notice, NetsurfUSA may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if NetsurfUSA, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. NetsurfUSA may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. Termination by NetsurfUSA for violation of the NetsurfUSA Acceptable Use Policy shall be subject to the termination fee as described above.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, a wireless router, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment, materials and any additional labor not included in the standard install which will be billed at \$60.00/hr.

Equipment and Scope of Work: All equipment, modems, subscriber modules, antennas and standard mounting equipment will at all times remain the property of NetsurfUSA. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full

retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by NetsurfUSA in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber will return the premises equipment to a NetsurfUSA authorized agent. If the equipment is not returned the customer authorizes NetsurfUSA to retrieve all equipment from the Subscriber's premises that is owned by NetsurfUSA.

Standard Maintenance: NetsurfUSA connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to the NetsurfUSA network and backbone connectivity.

If your connection ceases to function properly but NetsurfUSA's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (8:30AM-4:30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

Not Covered by Standard Maintenance: Maintenance, repair or replacement of parts or property damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by NetsurfUSA, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Performance: If customer is not satisfied with any service provided by NetsurfUSA under the Agreement, Customer shall provide written or verbal notice specifying the performance deficiency in the Service and allow NetsurfUSA (30) business days ("Notice Period") to bring the deficient performance to customarily acceptable industry performance standards ("Cure"), or if not capable of Cure within such notice period, make reasonable progress toward such Cure during the Notice Period. Should the parties agree that NetsurfUSA failed to Cure or make progress toward such Cure within the Notice Period, NetsurfUSA will terminate the applicable Service upon request of Customer and waive any termination fee.

Voice-Over-IP (VOIP) Usage Information: VOIP services are not offered in all areas covered by NetsurfUSA broadband services. VOIP services are reliant on available Internet connectivity and subject to the limitations outlined for broadband services in this agreement. Using VOIP equipment with any other VOIP provider may result in a billable service call at current standard rates and may possibly hinder your ability to access features and emergency services such as e-9-1-1

CallUSA (VOIP) Billing Information: VOIP services are subject to the terms and conditions of your broadband service including any contractual obligation and termination fees. Certain additional fees may apply if termination of service is requested such as reverse-porting and re-wiring for previous configurations.

Equipment Protection Plan: All NetsurfUSA customers can apply for this insurance program. In the event that your antenna and/or cable are damaged due to lightning, wind, hail or other acts of Nature, NetsurfUSA will replace the equipment at no charge. This coverage does not include customer property or customer owned equipment such as routers, bridges, network cards or the like. This plan requires a monthly subscription fee of \$4.99 plus applicable tax.

Disclaimer: NetsurfUSA assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via NetsurfUSA's services. NetsurfUSA discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by NetsurfUSA which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations. Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to NetsurfUSA that their use of the NetsurfUSA service to access information, content or other services is at

their own risk.

Disclaimer of Emergency 9-1-1 Services: IF CUSTOMER USES VoIP (VOICE over INTERNET PROTOCOL)-BASED PHONES, CUSTOMER IS ADVISED THAT EMERGENCY 9-1-1 SERVICE MAY NOT FUNCTION OR BE AVAILABLE TO CUSTOMER WITH THE LOSS OF ELECTRICAL POWER OR IF THE BROADBAND CONNECTION IS NOT OPERATIONAL. EMERGENCY 9-1-1 SERVICE WILL NOT BE AVAILABLE AT ANY REMOTE LOCATION IF INTERNAL USERS USE THEIR VoIP-BASED PHONES REMOTELY. CUSTOMER'S SIGNATURE ON THIS AGREEMENT WILL BE CUSTOMER'S ACKNOWLEDGMENT THAT NETSURFUSA, INC. HAS ADVISED CUSTOMER OF THESE LIMITATIONS AND THAT CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS. NETSURFUSA, INC. WILL ALSO PROVIDE LABELS TO CUSTOMER THAT ALERT USERS TO THE LIMITATIONS. THE FEDERAL COMMUNICATIONS COMMISSION RECOMMENDS THAT CUSTOMER PLACE THESE LABELS ON OR NEAR THE TELEPHONE AND OTHER EQUIPMENT ASSOCIATED WITH CUSTOMER'S VoIP-BASED PHONES.

Governing Law and Venue: The laws of the State of Indiana shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Orange County, Indiana.

Customer Agreement: The customer agrees that they have read and understood the Contract, Acceptable Use Policy, FAQ and Checklist sections of the NetsurfUSA website. **The customer assumes all liability of providing a computer or device capable of using IP over Ethernet.**

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release NetsurfUSA, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of the NetsurfUSA services hereunder including but not limited to, Subscriber's access to content uploaded or down loaded using the NetsurfUSA service from any source or to any recipient. The Subscriber further releases NetsurfUSA from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through NetsurfUSA' systems and/or the wireless network. Subscriber's release of NetsurfUSA includes any actions or inaction by NetsurfUSA which amount to negligence. Subscriber further agrees to indemnify and hold harmless NetsurfUSA Inc. from and against any and all claims, actions, causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of the NetsurfUSA services herein described.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statement will be binding upon the parties. If any part of the Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

The undersigned understands this is a legally binding contract.

Please provide the following information accurately.

Acceptable Use Policy

NetsurfUSA agrees to provide high speed wireless internet to the subscriber listed below subject to the following terms and conditions:

This service is for single family residence/home or business or office use only. Internet sharing is allowed only within the boundaries of the terminating location. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means may result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a WiFi hotspot with permission from NetsurfUSA, but this is only allowed on a case by case basis.

Abuse of Services

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to their computational, information, or communication devices or resources of others is a violation of this agreement. The use of NetsurfUSA services by Subscribers to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Any Subscriber deemed by NetsurfUSA to be in violation of this section is subject to immediate termination by NetsurfUSA. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Monitoring the Services

NetsurfUSA has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if NetsurfUSA, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its interests. NetsurfUSA may immediately remove your material or information from NetsurfUSA servers, in whole or in part, which NetsurfUSA, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

Additional Clarifications, Terms and Conditions

Username, passwords & email addresses are property of NetsurfUSA and it may alter or replace them at any time. NetsurfUSA cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service. Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some of the outages.

Contact Information:

support@netsurfusa.net,

www.netsurfusa.net,

NetsurfUSA, Inc.,

8550 W. Main St., P.O. Box 310,

French Lick, IN 47432,

877-849-2875 - Office,

812-936-2006 - Fax

Subscriber Name: _____

Social Security or Drivers License #: _____ Phone Number: _____ -- _____ -- _____

Physical Address: _____, _____, _____

Mailing Address: _____, _____, _____

Credit Card No.: _____ Auto Pay: Yes No

Exp Date: ____ / ____ Type: V / M / D CCV: _____ Subscriber Unit MAC: ____ : ____ : ____ : ____ : ____

Equipment Protection Plan (\$4.99/mo.): Yes No Referred by: _____

Equipment move? Yes No Initially installed on: _____ (Date)

Previous contract period left _____ (mos.) **Total contract period _____ (mos. - includes previous)**

Static IP Address (\$9.99/mo.) per IP: Yes No CallUSA - VOIP (\$22.99/mo.): Yes No

VOIP Equipment Type: _____ VOIP Phone Number: _____

****Residential Service Details**

Download Speed	Upload Speed	Monthly Rate	No Contract Month to Month	Contract Term	Initial
1.5 Mbps	512 Kbps	\$26.95	\$36.95	2 years	
2 Mbps	1 Mbps	\$39.95	\$49.95	1 Year	
5 Mbps	2 Mbps	\$59.95	\$69.95	1 year	

****Commercial Service Details - 24hr monitoring system, support services**

Download Speed	Upload Speed	Monthly Rate	No Contract Month to Month	Contract Term	Initial
1.5 Mbps	512 Kbps	\$36.95	\$46.95	2 Years	
2 Mbps	1 Mbps	\$49.95	\$59.95	1 Year	
5 Mbps	2 Mbps	\$69.95	\$79.95	1 Year	
15 Mbps	10 Mbps	\$500.00		1 Year	

** - All speeds are considered "Up To". Some speeds are not available in all areas. Package price includes a \$3.45 equipment rental fee. An additional \$1.65 fee for postage, paper and processing will be added to all packages; to avoid this fee please sign up for e-statements and Auto Pay, or pay online at www.netsurfusa.net.

Subscriber Signature:

My signature indicates _____ I have read and I agree to all 4 pages of this contract. Date: _____

Accepted by NetsurfUSA: _____ Date: _____

Permitting and Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association(s) approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscriber's building. Owner/Landlord/Leaseholder consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive NetsurfUSA services.

Date

Authorized Signature of Owner / Landlord



Online Payment Instructions

Please contact us with your e-mail address of choice to set up
on-line bill payment in one of the following ways:

1. Send us an e-mail to office@netsurfusa.net
2. Call our Mitchell Office 812-849-2070 or toll free 1-866-574-1287.
3. Go to www.netsurfusa.net and click on “*contact us,*” then choose the option to “*contact our billing department.*” Fill out the form with your request.

Once your e-mail address has been added:

- ≡ Go to www.netsurfusa.net and click on “*pay my bill*”
- ≡ Click on “*forgot username or password*”
- ≡ Fill-in the short form and click the *submit* button
- ≡ Your username and a newly generated password will be sent to your e-mail.

When you have your assigned username and auto-generated password:

- ≡ Go back to www.netsurfusa.net and click on “*pay my bill*” again
- ≡ You will be prompted to change your password at the initial sign-in
- ≡ Now you can log into your account to make changes and pay on-line

Billing (866) 574-1287 Mitchell Office (812) 849-2070
Phone (877) 849-2875 FAX (812) 849-2090 www.netsurfusa.net
NetsurfUSA, Inc., P.O. Box 310, French Lick, IN 47432, 877-849-2875 , www.netsurfusa.net

Subscriber Name: _____

Social Security or Drivers License #: _____ Phone Number: _____ -- _____ -- _____

Physical Address: _____, _____

Mailing Address: _____, _____

Credit Card No.: _____ Auto Pay: Yes No

Exp Date: ____/____ Type: V / M / D CCV: _____ Subscriber Unit MAC: ____:____:____:____:____:____

Equipment Protection Plan (\$4.99/mo.): Yes No Referred by: _____

Equipment move? Yes <input type="checkbox"/> No <input type="checkbox"/>	Initially installed on: _____ (Date)
Previous contract period left _____ (mos.)	Total contract period _____ (mos. - includes previous)

Static IP Address (\$9.99/mo.) per IP: Yes No CallUSA - VOIP (\$22.99/mo.): Yes No

VOIP Equipment Type: _____ VOIP Phone Number: _____

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****Commercial Service Details - 24hr monitoring system, support services**

Download Speed	Upload Speed	Monthly Rate	No Contract Month to Month	Contract Term	Initial
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5 Mbps	2 Mbps	\$69.95	\$79.95	1 Year	
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** - All speeds are considered "Up To". Some speeds are not available in all areas. Package price includes a \$3.45 equipment rental fee. An additional \$1.65 fee for postage, paper and processing will be added to all packages; to avoid this fee please sign up for e-statements and Auto Pay, or pay online at www.netsurfusa.net.

Subscriber Signature:

My signature indicates _____ I have read and I agree to all 4 pages of this contract. Date: _____

Accepted by NetsurfUSA: _____ Date: _____

Permitting and Approval: It is the Subscriber's responsibility to obtain any required permits, homeowner association(s) approvals, mortgage grantors permission, or to grant or gain landlord approval for the placement of the antenna on the Subscriber's building. Owner/Landlord/Leaseholder consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive NetsurfUSA services.

Date

Authorized Signature of Owner / Landlord