



*Wireless Internet Connection
Terms of Service*

- I. **Charges:** Customer agrees to pay charges as specified below to SIFIBE on an elective billing cycle. Any Activation Fee shall be one-time, non-recurring charges. In some cases an Additional Equipment Fee may be applicable, and shall be a one-time event with terms specified in the Site Survey Section XII of this agreement. There is a one-time non-refundable Installation Fee of **\$99** that will be collected prior to install. In the event services are unable to be installed at Customer location, this fee will be returned to the Customer within 7 days. These prices are for the Internet access charges, to include general and unlimited Internet access, such as browsing of the internet, downloading, email, personal website space, and any other internet functionality that pertains to general internet access. These charges do not include services that may be applicable to hosting of servers, additional IP address allocation, or any other form of Internet access that may conflict with services rendered by SIFIBE. In the event that a Customer decides to terminate this agreement after initial service installation, the Customer agrees to return all of SIFIBE's Equipment.
- II. **Technical Support:** SiFibe will provide technical support during normal Customer hours, in the event that an in-home trouble call is needed. An employee of SiFibe will contact the Customer and arrange a time that is best for both parties. **Technical Support Number 618-751-4200.** If there is no answer, please leave a message describing your problem to the best of your ability and a member of our team will contact you within 24hrs.
- III. **Good Faith Order:** SIFIBE and Customer do hereby agree to exchange service request information in good faith for the purpose of provisioning Internet services at the Service Location, in the state listed above. Customer agrees that the information in the Service Location is, to the best of their knowledge, accurate and complete, and that the Customer listed above does have the authority to add/change/remove services at the Service Location. The Customer agrees to hold harmless any agent of SIFIBE, LLC performing duties on Customer premises, for any damage to the Customer's property or person. The installation fee described above will provide the Customer with Wireless Internet Access. This Wireless Connection is to be provided by the Customer at the time of installation in good working condition. It is also the responsibility of the Customer to make sure the Wireless Connection remains in good working condition. Proof of internet connectivity will be shown to the Customer at the location of the Internet connection at the time of installation, which is further considered to be the Activation Date. Any Internet connectivity that is not accepted by the standard's set forth by SIFIBE, will not be allowed to remain on SIFIBE's infrastructure. In the event that the connectivity is determined to not be of high quality, by the standard's set forth by SIFIBE, an agent of SIFIBE will contact the Customer to determine what the problem is and the best possible solutions for both the Customer and SIFIBE including equipment adjustments and modifications.
- IV. **Limitation of Authority:** SIFIBE authority shall be exclusively limited to the activation/de-activation of Internet services on said service listed above, and shall in no way be granted authority to add, change, or modify the voice/phone services of Customer, unless otherwise granted by the Customer.
- V. **Service Agreement:** SIFIBE does agree to provide Internet services to the Customer, upon receipt of signed agreement, in the form of Internet Access to the Site Location. The Customer assumes sole liability for any network traffic, data traffic and any other activity coming from and

going to the Site Location. The Customer agrees to use the Internet Service in a manner consistent with any and all applicable local, state, and national, and/or international laws, and including, but not limited to, the following guidelines: A) Use of the SIFIBE Network mail server for spamming is prohibited and shall be cause for immediate account termination. B) The use of programs such as packet sniffers, host and/or service monitoring, and other similar programs is forbidden. SIFIBE monitors all network services around the clock. C) For purpose of network use, SIFIBE hereby distinguishes Business Accounts to be any account held by a Sole Proprietor, Partnership, Corporation, LLC or any other entity engaged in an ongoing "Customer Enterprise" and Personal Accounts as an account held by an individual for personal use, research, and recreation. All account activations require the disclosure of intended use, be it Business, home Customer, or personal, and any account contract, the resale, transfer, redistribution, or trade of any SIFIBE Account and/or Services is strictly prohibited. Inquiries regarding "Accounts for Resale" should be directed to the SIFIBE Sales Manager. D) The hosting of Web Servers, Mail Servers, and DNS Servers is strictly prohibited on Residential Accounts. Residential Accounts wishing to place such servers on the network need to contact the SIFIBE sales department prior to such activity. Any and all point-of sale services that SIFIBE currently delivers, or plans to deliver in the future, are strictly forbidden to sell by the Customer. There will be absolutely no re-selling or redistributing of Internet Services from the Customer, without the consent of SIFIBE. In the circumstance that this is breached, SIFIBE retains the right to charge the Customer according to the current pricing structure of SIFIBE, those charges for which services were rendered from the Customer, to the third party, at the normal SIFIBE current rate, and termination of the Customer account will be at the discretion of SIFIBE. E) Residential Use Accounts receiving storage space for a Personal Web Page are subject to certain use restrictions for said personal page. A Personal page may be used for personal Internet distribution of subscriber's personal information such as: bio, resume, privately owned items for sale, hyperlinks to favorite Web locations, and information to let the world know who you are and what you think. A Personal Page, other than for personal recommendations, may not be used for any Customer related activities such as: advertising, sales, marketing, promotions, posting information for other individuals or Customers, software FTP site, any illegal activity, and any other activities prohibited by the SIFIBE Network's terms and conditions. F) Customer is responsible for use of account(s) and confidentiality of password(s). SIFIBE does not and will not make available any account information to a third party without the written consent of the Customer. Any modifications to and information contained in, a Customer account, may be modified only by the person named on the account. In the event of any of the above mentioned activities, irregularities, or presumed illegal activities in or coming from the Customer's internet connection, SIFIBE reserves the right to inspect the Customer's connection to SIFIBE's infrastructure, halt service to the Site Location, and/or terminate the connection to the Site Location due to breach of contract.

- VI. **Billing:** Customer agrees to pay SIFIBE all charges relating to use of Customer's Account(s) on time and in full. Customer will be charged a late fee of \$7.50 if account becomes past due more than 5 days, unless prior arrangements are made. Customer will be charged monthly for applicable taxes associated with their service. Customer acknowledges that the equipment at the Site Location is the sole property of SIFIBE. At the end of Customer's service, the equipment at the Customer's location must be made available to SIFIBE within 7 Business days. In the event that the Customer chose to leave valid credit card information and the equipment is returned in good working condition; there will be no additional charges incurred to the Customer excluding

any fees, charges or prior billing balances. But in the event that the Customer chose to leave valid credit card information and the equipment is NOT returned in good working condition, the Customer will be billed One Hundred Forty Nine Dollars, (\$149.00). Additionally, all cancellations become effective at the end of the current billing period. There shall be no refunds issued for advance payments, unless otherwise granted by SIFIBE on a case-by-case basis. In the event that Debris, Ice, or other Acts of God, may damage or destroy SIFIBE's equipment located on the Site Location and the equipment cannot be returned to SIFIBE in good working condition the Customer must contact SIFIBE as soon as possible and request a technician. SIFIBE reserves the right to change its rates and/or services by notifying the Customer 30 days in advance of the effective date of change. Customers will be prorated for the remaining days of the month of install and the first bill will include the next month's bill, for all standard base service rates, and monthly payment will be due on the 15th of the following month and each month thereafter. If your payment instrument is returned unpaid for any reason, including but not limited to exhaustion of funds, expiration, or otherwise not available to make payment, you will be notified of such by telephone and email. Checks and/or money orders that are returned by the bank for any reason will incur a \$25 returned check fee. It is the sole responsibility of the Customer to insure their payment instrument information is maintained current and available for payment of incurred fees. SIFIBE reserves the right to ask for information concerning Customer credit card, bank draft, or any other means of automatic payment process, prior the Customer account being established, as a means of payment for over-due charges. Customer electing to make payment by automated means on a recurring basis will be charged on the due date of each billing cycle. Customer electing to make payment through any means other than those provided through automated process, and failing to make the payment in the manner described above, will automatically be debited from the automated payment method on the Customer file, the amount equal to that which is owed for the current billing cycle. Customer authorizes SIFIBE permission to debit the on-file automated payment method, without complaint, and shall hold SIFIBE harmless of any action in this instance. SIFIBE will first make every attempt to contact Customer prior to charging the account in this manner. SIFIBE reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit problems including delinquent payments. A reconnection charge equivalent to \$75 will apply after payment of any outstanding balance for accounts over thirty (30) days past due. If Customer defaults, Customer agrees to pay SIFIBE its reasonable expenses, including attorney and collection-agency fees, incurred in enforcing its rights under these Terms and Conditions.

- VII. **Installation:** On the installation date SIFIBE will install 1. A CPE device 2. Ethernet Cable from CPE to Power Adapter. 3. Power Adapter, used to power equipment at Customer Location.
- VIII. **Indemnification:** The Customer agrees to indemnify and hold the ISP harmless from and against any and all claims, proceedings, actions, damages, costs, expenses, and other liabilities incurred by, or threatened, imposed or filed against, (including, without limitation, court costs and reasonable attorney fees) resulting from the ISP's submission of an improperly prepared or incorrect Internet service order.
- IX. **Compliance with Law:** Each Party shall comply with all applicable governmental statutes, laws, rules, regulations, ordinances, codes, directives, and orders (whether federal, state municipal or otherwise) for the services rendered at the Service Location.

- X. **Performance and Speeds:** Service level specifications, such as download and upload speeds, are estimations and may fluctuate depending a number of factors or circumstances. Connection speed estimations are expressed based on optimal circumstances and are expected to be within a reasonable margin for error of plus or minus 30%. If a User has agreed to and paid for a service level that is later determined to be unachievable, the User may be reduced to a lower service level within their operational range and may be eligible for a credit toward their bill.
- XI. **Operation:** SIFIBE reserves the right to change its services to the Customer without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered. Notice of modifications to these Terms and Conditions will be posted to the SIFIBE website and facebook page. Customers are encouraged to review the current Terms and Conditions of Use on a regular basis. Customer's use of SIFIBE network after such notice shall constitute Customer acceptance of such modifications. Customer understands that SIFIBE network services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement, or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Scheduled outages will be sent via email to all of our Customers. SIFIBE shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause that similarly impedes the providing of service. The Customer acknowledges that wireless internet equipment requires direct line of sight to operate properly. In the event of obstruction, degradation of signal, or loss of signal, the Customer will not hold SIFIBE liable for loss of service or any other functionality problems due to the loss of signal. SIFIBE will come out and evaluation the service problem after being notified and will attempt to realign the dish for optimal signal. If this does not fix the problem SIFIBE will try to determine to best action that need to be taken to rectify the problem and will present it to the Customer. There will be no refunds for scheduled or unscheduled service interruptions of less than 24 hours duration. At its sole discretion, SIFIBE may elect to provide a pro rate or additional/extension of service refund for service interruptions of greater than 24 hours. Customer hereby agrees that any material submitted for distribution on SIFIBE network through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous. Upon breach, Customer shall hold SIFIBE harmless of any wrongful damage caused by such breach, and Customer accepts the responsibility of their action to the limit of the law. SIFIBE at its sole discretion and judgment may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior. SIFIBE reserves the right at its sole discretion to delete any information entered into SIFIBE network computer systems by Customer. SIFIBE and its authorized representatives shall retain the right, but shall not be obligated, to review/accept/reject publicly viewable information. SIFIBE reserves the right to terminate access to service for any Customer Account(s) which has been inactive for six (6) months or longer. SIFIBE reserves the right to refuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice.
- XII. **In-Home Trouble Call:** In the event an In-Home Trouble Call is necessary, Customer agrees and grants SiFibe, access to the property to troubleshoot, repair, or replace any and all equipment

necessary to continue the use of SiFibe Services. In the event a replacement piece of equipment is needed, SiFibe may need to schedule a return date to install the new equipment. If equipment is deemed faulty, equipment will be replaced with no cost. If equipment has visible signs of damage other than normal wear and tear, Customer will be responsible for the replacement costs.

- XIII. Site Survey:** Prior to installation a Site Survey will be conducted. A member from SIFIBE will perform tests at Customers Location to determine available connectivity, speed, and additional equipment cost (if applicable). Some Customer locations may need additional equipment in order to acquire service connectivity with SIFIBE. Additional equipment will be at the sole expense of the Customer, and paid for in advance. Service cannot be guaranteed until a Site Survey is completed.