

# WIRELESS INTERNET SERVICE AGREEMENT

This Wireless Internet **Service Agreement** ("Agreement") is made and entered into as of \_\_\_\_\_ by and between: \_\_\_\_\_ ("Subscriber") and **Genesis Technology Communication LLC** ("Provider"), doing business as **Genesis Wireless**, a Minnesota company.

Witnesseth:

Provider will provide Wireless Internet Access Service ("Internet") to Subscriber, consisting of services and access to data communications equipment that provides "Full Access" to the global computer network known as the Internet via a wireless transmission signal. This signal is sent to client equipment located on Subscriber's premises, which has a street address of:

"FULL ACCESS" is further defined by the terms of this Agreement, which will constitute the entire Agreement between Provider and the Subscriber.

- 1 Full Access means access via a wireless connection to Subscriber:

Monthly Subscription			
	512Kb	\$	29.95
	1Mb	\$	49.95
	1.5Mb	\$	69.95
	2.5Mb*	\$	99.95

OR

Annual Subscription			
	768Kb	\$	359.40
	1.5Mb	\$	599.40
	2Mb	\$	839.40
	3Mb*	\$	1,199.40

\*\$29.95 per month, per Mb thereafter where available

Subscriber's access will be limited by routine maintenance, use of Internet by other subscribers, weather conditions, acts of GOD and other unforeseen circumstances. Further, access may be limited by conditions affecting the Internet at locations not owned or controlled by this Provider.

- 2 Internet may only be used for lawful purposes. Transmission of any material in violation of any U.S., state, or local regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.
- 3 It is agreed by both parties that Provider has no ability to regulate any types of information, content, material or data ("content") sent or transmitted by Subscriber, nor regulate any types of content Subscriber may view, receive or otherwise download. Consequently Subscriber agrees to indemnify and hold harmless Provider from any claims resulting from Subscriber's use of the service that damages Subscriber or another party. In part, this means Subscriber is responsible for the use of the Internet by all parties accessing the Internet through Subscriber, such as employees, agents, and non-employees and non-agents otherwise allowed access.
- 4 The Subscriber agrees to indemnify Provider against liability for the actions of each person to whom it allows to use the services provided by this Agreement. Any access to other networks connected to provider must comply with the rules appropriate for that other network. Use of the Internet itself may only be for any lawful purpose.
- 5 Connectivity is provided for Subscriber only. Resale or use of the connection by another user or organization is prohibited. This includes, but is not limited to, providing website hosting services by Subscriber.
- 6 Hardware: The Subscriber is responsible for providing all communications equipment and software necessary to access the Internet. Provider, at its discretion, may assist the Subscriber in obtaining the proper communications equipment and software. **All Subscriber hardware purchased through Provider is guaranteed by manufacturer's warranty; service call, labor fees, and replacement hardware charges will be billed accordingly.**
- 7 Obligations to service: Genesis is responsible for providing the installed site with Internet service. Connectivity issues related to router, computer or other peripheral devices using the Internet are not the responsibility of Genesis Wireless; the Subscriber is solely responsible for the care and maintenance of such. Genesis will not troubleshoot devices beyond the the radio system.
- 8 Installation: Genesis or its authorized contractor will install the Equipment at Subscriber's premises for the charges indicated on the estimation form; if Subscriber is in a rental property, it is the responsibility of Subscriber to obtain permission from Landlord. If 'Self-Install' method is chosen, no installation fee will be assessed unless Subscriber requests assistance with Installation.
- 9 Provider's Internet services are for Subscriber's use only. Subscriber may have as many terminals accessing the Internet as Subscriber desires, as long as said terminals are located on Subscriber's premises.
- 10 **Internet Security: It is the sole responsibility of each Subscriber to protect their computer(s), data and network accessibility (such as file sharing).** Firewalls are a must to protecting your "always on" connection. Connections such as Dial-Up will automatically assign an IP each time you access the Internet. With an "always on" connection you will be assigned an IP, which makes it easier for an attacker to find you. Firewalls (software or hardware) protect your computer by reading incoming data. Software firewalls run off your operating system (some available for free) allow you to give authorization to requests being made from outside sources. Hardware firewalls are independent of computer operating systems and resources, are able to connect more than one computer at a time and are generally more reliable.
- 11 Genesis Wireless reserves the right to change the rates and otherwise modify these Terms and Conditions at its discretion. Such changes will be posted to genesiswireless.com or igenesis.us under "User Agreement".

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- 12 GENESIS WIRELESS MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE QUALITY OF THE INTERNET ACCESS TO BE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO: THE CONDITION, MERCHANTABILITY, FITNESS, ADAPTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INTERNET ACCESS SERVICE. THE INTERNET ACCESS SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER GENESIS WIRELESS NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE INTERNET ACCESS SERVICE SHALL BE CONSEQUENTIAL TO DAMAGES ARISING OUT OF THE USE OF THE INTERNET ACCESS SERVICE OR INABILITY TO USE THE INTERNET ACCESS SERVICE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, YOUR OWN ERRORS OR OMISSION. USE OF ANY INFORMATION OBTAINED VIA GENESIS WIRELESS IS AT YOUR OWN RISK. GENESIS WIRELESS SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.
13 Internet shall cost Subscriber: \$ per month/year. Internet will begin to be provided on: . Initial price of customer equipment shall be: \$ plus all applicable tax. The installation fee will be: \$ Subscriber chooses to accept payment plan of monthly or annually.
14 Equipment and/or Installation charges and first month of service are due upon receipt, recurring service charges are due as stated on invoice, and are payable to: GENESIS WIRELESS, 205 SW 2nd St., P. O. Box 362, Braham, MN 55006
15 A \$2.00 fee will be applied to all invoices mailed USPS. There is no charge for e-mailed invoices. Please provide your e-mail address to receive e-mailed invoices. Invoices may be viewed and paid at genesiswireless.freshbooks.com
16 Accounts with outstanding balances will be assessed a late charge of one dollar or one and one-half percent (1 1/2%) of the balance, whichever is greater. Accounts over thirty (30) days outstanding will be subject to suspension of services; a thirty-five (\$35) dollar reconnect fee will be due plus account balance to restore service. No credit will be given for time service was suspended. Payments to Genesis Wireless are non-refundable. No refunds will be given for cancelled accounts unless the account is clearly defective and non-working. Cancellation of accounts can be made to Genesis Wirless by phone, fax or postal mail or email and will terminate at the end of the account period.
17 Provider may, in addition, and at its sole discretion, and without notice to Subscriber (a) suspend its performance under this Agreement and Subscriber's access to use of the Internet or (b) terminate this Agreement and Subscriber's access to and use of Internet, in which case the remainder of this Agreement shall be deemed void. Genesis Wireless reserves the right to change the rates and otherwise modify these Terms and Conditions by posting notice under the "User Agreement" portion of genesiswireless.com or igenesis.us. It is the Subscriber's responsibility to regularly familiarize themselves with this Agreement. Violation of the Terms of this Agreement by Subscriber may cause suspension or termination of Internet services by Genesis Wireless.
18 The laws of the state of Minnesota will govern this Agreement. Any claims or cause of action related to this Agreement must be instituted within one year after the claim or cause of action has arisen or be considered forever barred. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of any such as provision or the remaining provisions of this Agreement.
19 Any actions or claims arising under this Agreement shall be venued in Isanti County, Minnesota.
20 Both parties are responsible for their own attorney's fees and costs associated with the creation, negotiation and execution of this Agreement. Each party shall be responsible to the other for any attorney's fees and costs associated with enforcing that parties rights under this Lease, if successful in any court action or arbitration associated with enforcing said rights.
21 Notices under this Agreement shall be given to:

Subscriber (Printed Name)

Genesis Wireless
Provider

Dated

Dated

Acceptance Signature

On Behalf of Genesis Wireless