



SpeedNet, LLC  
2288 US 23 South  
Alpena, MI 49707  
866-297-2900

## WIRELESS INTERNET SERVICE AGREEMENT

This is an agreement between you (the "Customer") and SpeedNet, LLC, a Michigan limited liability company ("SpeedNet"), for wireless Internet service (the "Service").

1. **Term of Agreement.** This Agreement will commence upon activation of service and continue until Customer or SpeedNet terminates the Service. SpeedNet may terminate the Service and this Agreement by giving notice to Customer at any time. Customer may terminate the Service and this Agreement by giving notice to SpeedNet at any time after the end of the initial term, which shall extend from the activation date for the number of months indicated below. During the initial term, Customer may terminate the Service and this Agreement by giving notice and paying an early termination fee of [ \$ \_\_\_\_\_ ].

2. **Fees.** Customer shall pay a monthly service fee to SpeedNet. The service fee will be billed to Customer in advance on a monthly basis. The initial amount of the monthly service fee is set forth below. After the end of the initial term, SpeedNet may change the monthly service fee by giving not less than 30 days advance written notice to Customer. Non-recurring charges such as installation and maintenance charges will be billed to Customer as soon as practicable after the services have been provided. If Customer authorizes SpeedNet to charge monthly installments to a credit card, no additional notice or consent will be required for billings to the credit card. All monthly service fees and other charges billed to Customer shall be paid by the due date shown on the invoice, which shall be not less than ten (10) days after the date of the invoice. In the event that any payment is not received within ten (10) days of its due date, SpeedNet will charge and Customer will pay a delinquency and collection charge of Ten Dollars (\$10.00). In the event that any check tendered by Customer is returned for insufficient funds or any credit card transaction is declined, SpeedNet may assess a fee of Twenty-Five Dollars (\$25.00) to Customer.

3. **Expenses of Collection.** In the event that Customer fails to pay any service fee or other charge when due or otherwise breaches this Agreement, SpeedNet shall be entitled to recover any expenses of collection or enforcement, including without limitation attorney fees.

4. **Availability of Service.** The Service is available to Customer's Customer Premise Equipment ("CPE") only when the CPE is within the operating range of SpeedNet's Internet system. Service availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the CPE; acts of God; strikes; riots; wars; and other causes beyond the control of SpeedNet. Service availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of the Service. Customer hereby waives any claim for consequential or incidental damages related to or arising from an interruption, limitation or other unavailability of the Service and agrees that SpeedNet's liability for any such event shall be limited to the service fee attributable to the affected period. This Section 4 shall survive termination of this Agreement.

5. **Use of Service.** Customer agrees not use the Service for any unlawful or abusive purpose. Customer agrees to abide by the SpeedNet Acceptable Use Policy as it exists from time to time. The SpeedNet Acceptable Use Policy may be found at [www.speednetllc.com](http://www.speednetllc.com). Customer acknowledges that Customer has no vested right in or to the email address assigned to Customer by SpeedNet and agrees that SpeedNet may change that address at any time.

6. **Assignment.** Customer's rights under this Agreement may not be assigned to any third party.

7. **Notices.** Written notices shall be effective when properly addressed to the parties at their respective addresses set forth below and deposited with the United States Postal Service, postage prepaid. Verbal notices from Customer to SpeedNet shall be effective when reflected in SpeedNet's customer service system.

8. **Complete Understanding.** The parties hereto acknowledge that this Agreement constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.

9. **Modifications.** No purported modification hereof shall be effective unless made in writing and signed by Customer and SpeedNet.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

11. **Parties Bound.** This Agreement shall bind and run to the benefit of the parties' respective successors and assigns, subject to any limitation or prohibition on assignment.

12. **Non-Waiver.** SpeedNet's delay in exercising or its failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same or any other right at any time thereafter.

13. **Severability.** If any provision hereof shall be adjudicated to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. Such invalid or unenforceable provision shall be severed from this Contract.

You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction (the date you sign this Contract). See the attached notice of cancellation form for an explanation of this right. Additionally, the seller is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel this transaction.

By signing below, Customer agrees to all of the terms and provisions set forth herein and acknowledges receipt of two (2) copies of the attached notice of cancellation form.

**Term of Service Plan:** \_\_\_\_\_ months

**Monthly Service Fee:** \$ \_\_\_\_\_

**Other charges:**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

(Customer Signature)

\_\_\_\_\_

(Print Name)

(Address)

\_\_\_\_\_

\_\_\_\_\_

(Telephone)