



RADIOWIRE.NET AGREEMENT

MASTER ACCOUNT INFORMATION

The Master Email account information will be used for the following:

- Technical support & Information
- Post installation communications.

Full Name: _____

E-mail Address: _____ @ radiowire.net
(Choose one (1) account from the included accounts)

E-mail Password: _____
(6 to 8 Characters)

PAYMENT INFORMATION SUMMARY OF CHARGES

MONTHLY RECURRING CHARGES

RadioWire Service Package _____
 Additional POP email boxes _____
 Other Charges _____
 Total Monthly Charges _____

NON-RECURRING CHARGES

Installation Fee - _____
 Other Charges _____
 Promotions (_____) _____
 Estimated Total _____
 Adjustments _____
 Estimated Initial Balance Due _____

This estimate does not include taxes, or other nonstandard fees that may be applicable. I have read and agree to the terms and conditions to use RadioWire.net services or facilities, and agree to be bound by them. I understand I may copy them from RadioWire.net web site if I need a file copy.

This is a Two(2) _____/Three Year _____ Contract. (Customer Initials Required)
(Students – Minimum of 6 months service required)

CUSTOMER
Representative (Signature) _____

Date: _____

CREDIT CARD AUTHORIZATION

I authorize RadioWire.net to charge the estimated balance due and the subsequent monthly charges to my credit card account listed below:

Credit Card: MasterCard Visa

Issuing Bank: _____

Card Number: _____

Expiration Date: _____ Sec Pin _____

Name on Card: _____

Billing Address: _____

City, State, Zip: _____

Authorized Signature: _____

Print Name: _____

TERMS AND CONDITIONS

This RadioWire.net Services Agreement (the "Agreement") is made between the provider of RadioWire services, RadioWire.net and the Customer identified herein. RadioWire.net services and facilities are provided on the terms and conditions specified on RadioWire.net web site. Responsibility lies with the Customer and any person using any Radiowire.net services or facilities to read and accept these terms and conditions and agree to be bound by them.

1. **Acknowledgement:** Customer acknowledges and understands RadioWire.net service includes access to the Internet at speed up to those purchased and does not include firewall services, gaming, high speed video streaming or net-meeting services. Internet Customers are responsible for any firewall they require.
2. **Installation:** Service installation is complete once RadioWire.net verifies Internet connectivity to Customer location via a RadioWire.net wireless circuit connection to RadioWire.net equipment.
3. **Billing and Payment:** RadioWire.net shall bill Customer for services rendered at the rates stated herein. Invoices shall include all applicable taxes, service charges, fees and surcharges. RadioWire.net shall commence billing upon completion of installation. First and second month payments are billed upon service installation and are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of service will be pro-rated. Authorized monthly credit card payments are charged to Customer's credit card on the first business day of the month.
4. **Terms and Conditions** printed on reverse of this sheet.
5. I have read and understand the Terms and Conditions of service. Initials: _____



RADIOWIRE.NET AGREEMENT

Terms and Conditions

1. RadioWire.net exercises no control whatsoever over the content of the information passing through our internal network or over the Internet. RadioWire.net makes no warranties of any kind, whether expressed or implied, for the service it is providing. RADIOWIRE.NET ALSO DISCLAIMS ALL WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. RadioWire.net will not be responsible for any damages customer suffers. Use of any information obtained via the Internet or RadioWire.net's internal network is at customer's own risk, and RadioWire.net specifically denies any responsibility for the accuracy or quality of information obtained through its services. IN NO EVENT SHALL RADIOWIRE.NET BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATING TO THIS ARRANGEMENT, THE PERFORMANCE OR BREACH THEREOF, OR THE CONTENT OF THE INFORMATION PASSING THROUGH RADIOWIRE.NET'S INTERNAL NETWORK OR THE INTERNET. RADIOWIRE.NET'S LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO RADIOWIRE.NET HEREUNDER.

2. The Internet access may only be used for lawful purposes. Transmission of any material in violation of any International, U.S., or state law or 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 laws or as a trade secret. Customer agrees to indemnify, defend, and hold harmless RadioWire.net from any claims resulting from customer's use of the service or breach of these Terms and Conditions or RadioWire.net's Acceptable Use Policy which results in damage to customer or another party.

3. Any access to other networks connected to RadioWire.net's internal network must comply with the rules appropriate for that other network. Use of the Internet through RadioWire.net for lawful commercial purposes is permitted and encouraged. Connectivity is provided for named client only (refer to associated contract). Resale, sharing, redistributing or any other use of the connection by another person, business entity, or organization is prohibited and subject to immediate termination and named client will be subject to 100% of the charges due under the contract.

Initials: _____

4. Service is invoiced monthly. Payment is due the first of every month. Accounts are in default if payment is not received within 10 days after date of invoice. If customer's payment is returned to RadioWire.net, unpaid customer is immediately in default and subject to a return check charge from RadioWire.net. Accounts unpaid 20 days after date of invoice may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If customer's state law does not allow an interest rate of 1.5% per month, the maximum allowable rate of customer's state will be charged. If customer defaults, customer agrees to pay RadioWire.net its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. Pre-authorization payment by Visa/MasterCard, or cash is preferred. Personal check, or NET term payment or other payment type is subject to credit approval.

5. The term of this agreement is for the period stated on the front page. The term of this agreement commences upon installation of the monthly recurring service. First month service, equipment and installation, or activation fee cost will be invoiced at the time of delivery. At the end of the contract term, this agreement will convert automatically to a contract for month-to-month service, cancelable upon 60 days written notice. If the customer cancels prior to the expiration of the contract term, the customer is liable for 100% of the charges due under the contract, unless it is determined by RadioWire.net that RadioWire.net has not provided an acceptable level of service (uptime) or showed a lack of responsiveness to repair outages in a timely manner. RadioWire.net shall not be held responsible for local Telco, or electrical power provider related outages. RadioWire.net reserves the right to change or modify these Terms and Conditions by notifying customer 60 days in advance of the effective date of the change.

Initials: _____

6. Customer Premise Equipment for optional services requires a signed purchase order for the equipment before it can be ordered. Cancelled orders are subject to a 20% restocking fee.

7. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. The signed contract constitutes acceptance of the Terms and Conditions. Upon any breach of this Agreement or of RadioWire.net's Acceptable Use Policy by customer, RadioWire.net reserves the right to terminate the service and this Agreement immediately. Such termination does not relieve the customer of its obligation to pay all charges under the contract for the remainder of the contract term.