

HSL Provisioned Services Form

Customer Name _____

Customer SSN: _____

Service Address _____

City _____ State VA Zip Code _____

Billing Address _____

City _____ State VA Zip Code _____

Payment Type Monthly CC _____

Phone # _____

Email Contact
(use a non-HSL email
if possible) _____

Installer Section

5mbs - \$15/mo 10mbs - \$30/mo 25mbs - \$40/mo

Service Plan _____

Additional Notes _____

Customer Initial _____

Installer Initial _____

RBNS BROADBAND WIRELESS INTERNET SERVICE CONTRACT
a limited liability company

This signifies a contract between Rural Broadband Network Services, LLC (“RBNS”) and the Customer as defined in the “HSL Provisioned Services Form”.

The Customer is contracting RBNS to provide _____ **mbs** (“Service”) as outlined in the Terms & Conditions and Acceptable Use Policy for a month to month period at the location specified in the customer data sheet for a rate of **\$_____ /mo.**

The customer certifies that they have read and understood the Terms & Conditions, and Acceptable Use Policy of the Service.

Customer Initial _____

The customer certifies that the information contained in the HSL Provisioned Services form to be accurate to the full extent of their knowledge and that the Provisioned Service was installed to their satisfaction.

Accepted by Customer

Name: _____
Title: _____
Date: _____

Signature: _____

Rural Broadband Network Services, LLC
Main Office: 130 University Blvd. Suite C. Harrisonburg, VA 22801
Phone: 800-385-9794
Fax: 775-593-1668

<http://www.highspeedlink.net/>

ACCEPTABLE USE POLICY – RBNS's BROADBAND WIRELESS INTERNET SERVICE

As a customer of RBNS, you will have to abide by some simple rules and regulations in order to maintain and continue to use our service. Violations of any section of the Acceptable Use Policy or Terms of Service can result in termination of your account with no warning.

No one owns the 'Internet' and there is no one contact point for it. RBNS cannot control the information that you might receive while using your RBNS's service and we do not monitor the data that is transmitted to you.

Because we do not own or control the Internet, RBNS cannot and does not accept any responsibility for injury to you that results from inaccurate, unsuitable or offensive Internet communications. It is up to you to control your use of this service and to make appropriate use of monitoring software that is available from many third party vendors that can provide filtering and parental control for offensive material.

RBNS will not permit you or others using your RBNS's service to use this service for any of the following purposes.

Doing so violates the terms of your agreement with RBNS:

- Spam: Unsolicited, commercial mass e-mailing to others.
- Copyright Violations: Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability. If you use your RBNS's service to distribute information, you should be aware of and abide by the laws involving copyrights
- Obscene Material: RBNS will not allow the use of our network for the distribution of obscene, or indecent material. RBNS reserves the right to make the judgment in our sole discretion as to what constitutes obscene or indecent material.
- Illegal Activity: Any activity that is of an illegal or unlawful nature under the laws of the United States of America or State of Virginia.
- Other: Any other activity that RBNS determines, in our sole discretion, is unethical, or damaging to our other customers, users of the Internet in general, or to our corporate reputation.

RBNS regularly monitors our network and its use. If we become aware of any violations of the above conditions, we may cancel your account immediately and without notice. All fees outlined herein will apply.

By placing an order with RBNS and using our services, you are presumed to have accepted this Acceptable Use Policy.

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**TERMS & CONDITIONS
BROADBAND WIRELESS INTERNET SERVICE**

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY.

BY USING RBNSs SERVICE, (i) YOU ACKNOWLEDGE THAT YOU ARE AN ADULT (18 YEARS AND OLDER) AND (ii) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS IN EFFECT AND AS UPDATED BY RBNS, LLC FROM TIME TO TIME. IN ADDITION, BY PLACING AN ORDER FOR RBNS WIRELESS INTERNET SERVICE, YOU ACKNOWLEDGE THAT RBNS, LLC WILL COMMENCE PROCESSING SUCH ORDER AND WILL INCUR EXPENSES AND OBLIGATIONS IMMEDIATELY.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, YOU MAY NOT USE RBNS WIRELESS INTERNET SERVICE AND SHOULD IMMEDIATELY CANCEL YOUR ORDER. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS, RBNS, LLC WILL BE UNDER NO OBLIGATION TO PROVIDE YOU WITH SERVICES.

THE TERMS AND CONDITIONS ARE SUBJECT TO REVISION FROM TIME TO TIME AS MAY BE REQUIRED BY CHANGES LAWS GOVERNING THE USE OF THIS SERVICE. ACCEPT IONS TO THESE TERMS AND CONDITIONS CAN ONLY BE MADE BY AUTHORIZED PERSONNEL OF RBNS AND WILL BE NOTED ON ANY AND ALL CONTRACTS MADE CONTRARY TO THE HEREIN TERMS. THE LATEST VERSION OF THE TERMS AND CONDITIONS CAN BE FOUND AT [HTTP://WWW.HIGHSPEEDLINK.NET](http://www.highspeedlink.net). FOR PURPOSES OF THE TERMS AND CONDITIONS, YOU WILL BE REFERRED TO AS THE "CUSTOMER."

Terms and Conditions

1. Definitions: This Services Order Confirmation and Acknowledgment of Terms and Conditions shall serve as confirmation of your Wireless service order with Rural Broadband Network Services, LLC, a Virginia Limited Liability Corporation ("RBNS") and your acceptance of such order, including acceptance of all of the terms and conditions ("Terms and Conditions") set forth below, and will authorize RBNS to provide you with the Services (as defined below) for period agreed to by you ("Customer") upon placing an order for the Services.

2. Service: Customer agrees to purchase wireless and/or network access services ("Services") from RBNS. Unless otherwise stated, all installed equipment remains the property of RBNS. RBNS does not warrant any tampering with such equipment. Services provided by RBNS are for the sole use of you, the customer, and not for resale of any kind without the prior written consent of RBNS, which may be given in its sole discretion. In the event the Customer attempts to resell the Services, RBNS may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.

3. Term of Agreement: This agreement has an initial term as stated in the letter of intent (the "Initial Term") and will automatically renew at the end of the Initial Term unless the customer notifies us in writing 60 days prior to the end of the Initial and subsequent Term. The Initial Term begins the day your wireless connection is successfully installed by RBNS (the "Installation Date"), as recorded in its database. RBNS will allow the cancellation of the agreement within ten (10) business days following the Installation Date with no penalties. If RBNS cannot successfully deliver the Service, this contract is implicitly terminated without penalty or cost.

4. Rates and Payment Terms: The Rates will be in effect for the Initial Term, and may be changed by us after the end of the Initial Term by giving you written or e-mailed notice of the new Rates at least thirty (30) days before their effective date. In addition to the Rates, we will bill you for all federal, state, county, and local taxes, surcharges, fees, and universal service contribution on the Service. Charges for the Services will begin when the Services are installed. Payments for Services will be made through monthly charges to your credit card, unless you have been approved for monthly invoicing. You may pre-pay by check or money order if you prefer not to pay via credit card or billed monthly, but a credit card number is required in all cases to secure your account with RBNS. You must keep us informed of any changes in your credit card information, or you will be in default under this agreement.

5. **Default and Remedies:** You will be considered in Default of the Agreement if 1) payment for any Service has not been made within ten (10) days after we have sent you a notice via e-mail that such payment is overdue and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach, or for any breach of our Acceptable Use Policy for our Internet Access Service. If you are in Default of this Agreement, we may terminate all Services under this Agreement without further notice to you and you will be charged an early termination fee of \$100. You also to cover court costs and attorney's fees associated with any collection efforts required to remedy a debt to you.

6. **Early Termination Charges:** You must notify us in writing of your intention of termination no less than 60 days prior to termination date to avoid additional monthly charges. You will be responsible for the early termination fee of \$100.00 or the remaining balance on the provisioned service contract. If you terminate this Agreement before the end of the Initial Term without a 60 day written notice, you will also be responsible for all service charges that would have been incurred for the next 90 days of your billing cycle and \$100.00 early termination fee.

7. **Limited Warranty – Wireless Service:** We warrant that, subject to the limitations set forth below, the Wireless service will operate in substantial accordance with the terms of this Agreement. The limitations include:

7.1 **NO 911 SERVICE.** You are hereby notified that Wireless Service provides only point-to-point communication services, and does not provide 911, E911, or other emergency, operator or ancillary services that are usually available through local telephone services.

7.2 **Quality of Service:** You understand and acknowledge that the actual transmission speeds may vary from the transmission speeds that you might otherwise expect. Speeds may vary due to conditions including, but not limited to, inside wiring on premises, computer and other equipment limitations, Internet or network congestion, and the speed of the websites you connect to on the Internet.

7.3 **Limitations:** The limited warranty shall not apply if: 1) Your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes; 2) The Wireless Service or related equipment has been installed, repaired or altered by any one other than our technical support or its subcontractors or affiliates, without prior written approval; or 3) the Wireless Service or related equipment is used in violation of applicable law or in violation of instruction furnished by us, if any.

7.4 **Warranties** The foregoing limited warranties shall be in lieu of and shall exclude all other express or implied warranties, including without limitation, warranties of merchantability, and fitness for a particular use or purpose.

8. **Use of Services:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to RBNS's Acceptable Use Policy ("AUP") as set forth on RBNS's web site at <http://www.RBNS.net>. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.

9. **Restrictions:** Wireless Customers agree not to resale services of any nature from their Wireless connection to RBNS. In the event any Wireless Customer attempts to resale services on the network, RBNS may, at its sole discretion, increase the fees associated with the Services, or terminate the Services.

10. **Limitation of Liability:**

10.1 ANY LIABILITY OF RBNS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES, LOSS OF USE, BUSINESS INTERRUPTIONS, AND LOSS OF PROFITS) IRRESPECTIVE OF WHETHER THE PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES.

10.2 NOTWITHSTANDING THE FOREGOING, RBNS'S TOTAL LIABILITY TO ANYONE UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT

THAT YOU WOULD HAVE PAID RBNS UNDER THIS AGREEMENT DURING THE PERIOD OF TIME THAT SUCH LIABILITY WAS INCURRED, OR FIVE HUNDRED DOLLARS (\$500.00) WHICHEVER IS LESS.

10.3 YOU ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING THE PRICES FOR SERVICE UNDER THIS AGREEMENT.

11. **Force Majeure:** We will not be responsible for any failure to perform any obligation or provide any Services hereunder because of any Act of God or nature, strikes, work stoppage, equipment or facilities shortages, governmental acts, directives or abuse, war, riot or civil commotion, or any other force beyond our immediate and reasonable control.

12. **Entire Agreement; Amendments in Writing; Severability:** This Agreement, which includes all Attachments and Schedules referenced herein, if any, constitutes the entire Agreement between us concerning the subject matter hereof and supersedes all prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein. Any changes to this Agreement, or any amendment or supplement to the Agreement must be in writing and signed by RBNS to be enforceable. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the original intent of the parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13. **Arbitration:** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be held in Harrisonburg, Virginia by a single arbitrator who has special knowledge of the industry or technology involved in the dispute.

14. **Renewal:** This contract will automatically renew based on the herein terms if not terminated within 30 days of the end of the term.