

HiCountryNet

PLANS AVAILABLE

See the options below

PLAN A (initially only plan available):

35-100+ Mbps down / 10-15 Mbps up \$100.00/month – 1 year contract

IF number of Hi-Country 2 users reaches 30+ an optional plan becomes available

PLAN B (contingent upon 30+ users)

20 Mbps down / 5 Mbps up \$75.00/month – 1 year contract

Select which plan options you would like to participate in. By selecting both you are indicating you can accept the \$100/month plan, but if the \$75/month plan becomes available you would like to switch to that.

Circle your selection:

PLAN A (\$100/month)
1 year contract required

PLAN B (\$75/month)
1 year contract required

INSTALLATION COSTS

The installation costs \$150. For more info see installation section in **Terms and Conditions** on the next page. The 1 year contract starts the day of installation.

CONTRACT INFORMATION

Customer Name: _____

Service Address: _____

City: _____ ZIP: _____

Phone: (____) _____

Email address (required for billing): _____

Signature _____ Date _____

Terms and Conditions

INTRODUCTION HiCountryNet (HCN) provides its members a high-speed wireless Internet connection, which I refer to as the "SERVICE". HCN may modify the Terms and Conditions of this agreement at any time. The most current Terms and Conditions can be found on the HCN web site at www.hicountry.net. The prices for service are subject to change. Current prices can be found on our website at www.hicountry.net. Customer refers to any paying, contracted (under a Service Agreement) individual, organization or business using the HCN service.

USE OF SERVICE AT YOUR OWN RISK The customer is solely responsible for the content of communications on the Internet. The service provided by HCN is "as is" and at your own risk. HCN cannot be responsible for the accuracy of information obtained through the service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. HCN is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

SERVICE DISRUPTION HCN cannot guarantee uninterrupted service. In a perfect world everything will work as planned and service can be quite stable, but unfortunately we do not live in a perfect world and there may be some problems. The nature of the network that is being setup in hi-country 2 necessitates that it be solar powered as there are no power meters anywhere near where the access points need to be. Great effort and engineering has gone into the design of these solar powered points of presence (POP) to ensure long runtimes in the absence of sun (our winters here can really be brutal. ☺). Spare batteries will be kept on hand in the case of emergency, and expediency will be placed on the restoring of power in case power is lost. I just want everyone to know I will do my best to keep everything running smoothly and to please have patience when problems occur.

INSTALLATION The customer authorizes to install the necessary wiring and customer premise equipment (CPE) required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation includes the mounting of an antenna and/or CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the customer's premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the customer's premises may require addition costs in equipment and wiring. Any requests for custom installation work will require additional charges – but they will never be a surprise. HCN will not be liable for any alterations to customer's premises that result from the installation or removal of the CPE and/or wiring including any holes in walls, cable wiring or antenna mounting brackets; although great care will be used to make the installations reasonably appealing.

OBSTRUCTIONS Wireless Internet communications is dependent on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). HCN will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. HCN will make every reasonable effort to relocate or realign the CPE. However HCN cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

PAYMENT POLICY HCN will invoice its customers monthly by email only, with the exception of the first invoice which will be prorated for the remainder of the existing month and will include equipment and set up fee, and is due at the time of installation. The invoice balance may be paid with cash, check or money order payable to Paul Murdock. The payment is due on the first day of the month. . Any account not paid by the 15th day of the month will have their service interrupted. A \$5.00 Administration Fee will be required to enable service. AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED. The balance due, plus a \$30.00 administration fee, must be paid in full to reactivate account. A deposit or full annual payment may be required.

UNACCEPTABLE USE HCN may, at its discretion, immediately terminate or reduce service to the customer upon any single or multiple incidents of the following conditions: **A.** Failure to pay service fees in a timely manner; **B.** Interfering with the distribution of Internet service to other customers and/or their equipment on the HCN wireless network; **C.** Propagation of computer viruses and/or spyware; **D.** Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information; **E.** Unsolicited blanket emailing known as "spamming"; **F.** Any violation of local, state, federal or international law or that of any Sovereign Nation; and **G.** Forgetting to send your Mom a card on Mother's day.

SERVICE SHARING If at any time HCN discovers that the customer is sharing their service or has networked to others outside of the premises, without the express written consent of HCN, service will be immediately terminated to the customer with no refunds of any kind.

INDEMNIFICATION Customer agrees to indemnify and hold harmless HCN, it's owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of service, equipment, materials or supplies in connection with the performance of this agreement, to any and all customers and/or any other person, firm, organization or corporation.

CUSTOMER EQUIPMENT HCN is not responsible for maintaining or supporting any equipment owned by the customer, and is not liable for any damages to the customer's CPE, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their CPE while on the HCN network.

SPAMMING Spamming is the sending of unsolicited e-mails. HCN will not tolerate any type of spamming. Internet service of a spamming customer will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of service due to spamming.

I do swear that I have read, understand and agree to these TERMS AND CONDITIONS:

CUSTOMERS Printed Name

Signature

Date