

**McMinnville Access Company dba OnlineNW
Wireless Terms & Conditions**

- 1) McMinnville Access Company DBA OnlineNW ("OnlineNW") exercises no control whatsoever over the content of the information passing through OnlineNW. OnlineNW makes no warranties of any kind, whether expressed or implied, for the service it is providing. OnlineNW also disclaims any warranty of merchantability or fitness for a particular purpose. OnlineNW will not be responsible for any damage suffered by Customer. This includes a loss of data resulting from delays, non-deliveries or service interruptions caused by its own negligence or Customer's errors or omissions. Use of any information obtained via OnlineNW is at the Customer's own risk. Customer agrees to assume the full risk of use of this service. OnlineNW specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 2) OnlineNW Internet may only be used for lawful purposes and use of the service must be within OnlineNW Acceptable Use Policy. Transmission of any material in violation of any state or federal 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. Customer agrees to indemnify and hold OnlineNW harmless from any claim resulting from Customer's use of the service, which damages Customer or another party.
- 3) Any access to other networks connected to OnlineNW must comply with the rules appropriate for that other network.
- 4) Customer may not re-transmit, re-route, re-direct, or re-sell Internet access by any means, or for any reason. Internet access is for Customer use only. Customer is prohibited from re-directing or broadcasting Internet access whether via wire-line or wirelessly for any use other than Customer's own use. Wireless access points used by Customer must be locked down such that no other person or entity can gain Internet access through Customer's wireless access point. Customers not adhering to this policy will have their Internet account shut down immediately.
- 5) Wireless is a burstable technology and is distance sensitive. Actual throughputs data rates will vary.
- 6) Company shall not be responsible for any signal attenuation, signal loss, or packet loss. Additionally, Company shall have no obligation to remove or remedy obstructions such as trees, new construction, or any other transmission interference that impacts upon Customer's or Company's transmission equipment, interferes with signal transmission, or reduces the effectiveness of the wireless system.
- 7) Please be advised that the "always on" nature of broadband Internet connection makes Customer's equipment more susceptible to hacking activity. Company highly recommends that Customer purchase and install anti-virus and firewall protection to safeguard Customer's data and equipment against such activity.
- 8) Customer Notification - As a Wireless Customer you should be aware of the following:
 - a) Landlord permission is required for rented or leased locations. Landlord's written consent must be presented prior to or at install.
 - b) Trees, buildings, and terrain do have an affect on the quality and availability of the signal that provides the wireless connection.
 - c) Installation requires an outdoor antenna to be permanently attached to the Customer's structure for the term of service.
 - d) The final determination of service availability will be at the time of install. The installer will provide a detailed work plan of how the service will be installed. Before doing any actual work, the Customer must accept any indicated conditions. After the Customer has given the installer permission to proceed, Customer is bound to this contract and any non-recurring charges are non-refundable as long as the Internet throughput is at least 25KBps (200kbps) as measured from the transmitter to the Customer end wireless modem.
 - e) Prior to installation your computer must have an installed Ethernet connection.
 - f) If Customer wants wireless service to be connected to multiple computers upon installation, networking must be completed before installation date or internal networking will become the sole responsibility of the Customer.
 - g) OnlineNW is not responsible for networking or configuring routers upon install.
 - h) Equipment is property of OnlineNW and is on a loan to the Customer. It is further understood that the equipment shall remain the property of OnlineNW and that for the duration of this agreement the Customer agrees to maintain equipment in good and working order, and is liable for damage to said equipment. If Customer fails to keep equipment in good working order, Customer shall incur a charge equal to the replacement cost of said equipment.
- 9) Customer Relocation Provision: Where the Customer relocates to a different service address the following conditions shall apply. a) Where the Customer moves to a location where wireless service is available, Customer agrees to pay OnlineNW \$75.00 per hour for equipment relocation. b) Where Customer moves to a location where wireless service is not available Customer may terminate this agreement so far as; Customer account is paid in full, including any non-recurring fees, and the Customer provides a 30-day written notification of cancellation.
- 10) This wireless account is month to month with a 30-day written notification required for cancellation. The Wireless equipment associated with the wireless service is on loan to the customer. At time of service termination, the Customer must contact OnlineNW within 10 business days of notice to schedule an appointment to uninstall equipment. Should the Customer fail to schedule an uninstall or not be present on the uninstall date, Customer will then be billed for the entire amount of the equipment value. Wireless modems and all ancillary equipment not returned to OnlineNW within 30 days of cancellation will be billed for the entire amount of the equipment value.
- 11) Payment is due within 20 days after date of invoice. Accounts are in default if payment is not received 30 days after date of invoice. If your payment is returned to OnlineNW unpaid, you are immediately in default and subject to returned check charge of \$25.00. Accounts unpaid 45 days after date of invoice may have their service interrupted and may be subject to a \$25.00 re-activation fee. Such interruption does not relieve Customer from the obligation to pay the monthly charge. Only a written request to terminate Customer's service in accordance with this document relieves you of the obligation to pay the monthly account charge. Accounts in default are subject to a late payment charge. OnlineNW reserves the right to change the rates and otherwise modify these Terms and Conditions without notice.
- 12) Customer represents and warrants that Customer is over 18 years of age, that Customer has read this Agreement and Customer accepts and agrees to all of the terms and conditions of Service as set forth above.
- 13) Customer agrees to indemnify, defend, through attorneys reasonably acceptable to Company, and hold Company, its officers, agents, and employees harmless from and against any claim, damages, loss, proceeding, liability, judgment, settlement, costs, or expense (including reasonable attorneys' fees, fines, and penalties) of every kind and character suffered by Company, its officers, agents, and employees by reason of any breach or alleged breach or failure of any of the agreements, representations, duties, or obligations of Customer under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
- 14) 30-Day Money-Back Guarantee: OnlineNW offers a 30-day money-back guarantee for wireless service. Only initial activations of OnlineNW services are eligible for this offer. Service renewals, OnlineNW service plan changes, and hardware replacements and upgrades are not eligible for this offer. You may cancel your OnlineNW wireless service within 30 days of activation and schedule for return the wireless equipment for any reason for a full refund. However, if you fail to schedule return of your wireless equipment received as part of your OnlineNW wireless service within 10 days of your cancellation date, you will be charged the full retail value of the equipment.
- 16) Term; Termination: These terms and conditions are accepted by Customer upon use of OnlineNW Internet services. OnlineNW may modify these Terms and Conditions from time to time and such modification shall be effective upon posting by OnlineNW to the OnlineNW website. Customer agrees to be bound to any changes to this Agreement when Customer uses OnlineNW services after any such modification is posted. It is therefore important that you review these Terms and Conditions regularly to ensure you are updated as to any changes.

Printed Name: _____

Customer Signature: _____

Date: _____