

Southeast MN WiFi
314 Vermillion St.
Suite 105
Hastings, MN 55003



SERVICE AGREEMENT

This agreement is entered into by and between you (customer) and Southeast MN WiFi (provider) with offices at 314 Vermillion Ave, Suite 105, Hastings, MN, for the purpose of establishing the terms and conditions under which the provider will furnish wireless internet access service.

INTRODUCTION

Southeast MN WiFi provides its customers a high-speed wireless internet connection, which we refer to as the "SERVICE." The terms and conditions are intended to provide protection for our customers and the internet community, while also allowing Southeast MN WiFi to fairly share its network to all customers. Southeast MN WiFi may modify the terms and conditions of this agreement at any time. The most current terms and conditions can be found on the Southeast MN WiFi website at www.semnwifi.com or www.southeastmnwifi.com. Your continued use of the service after changes are posted constitutes your acceptance of this agreement as modified by the posted changes. The prices for the service are subject to change. Current prices can be found on the website. Customer refers to any paying, contracted (under a service agreement) individual, organization, or business using the Southeast MN WiFi service.

TERM OF THE AGREEMENT

This agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Customer has the right to cancel subscription to service(s) at any time. Southeast MN WiFi owns all equipment, antennas, cables, and select software and upon any termination all equipment must be returned to Southeast MN WiFi. Any unreturned equipment will be billed to the customer in the amount of \$250 for equipment fees.

30-DAY MONEY BACK GUARANTEE

In the first 30 days, if you are not satisfied with the performance of the service, we will give a full refund on the equipment, subscriber unit (must be in original condition), and initial monthly fee for service; except for any custom installation fees charged by our contractor(s). Service and service agreement will be immediately terminated upon notice of dissatisfaction. There will be no refunds on prepaid services after 30 days. If you are moving, please email nick@semnwifi.com to arrange cancellation.

USE OF SERVICE AT YOUR OWN RISK

The customer is solely responsible for the content of communications on the internet. The service provided by Southeast MN WiFi is "as is" and at your own risk. Southeast MN WiFi denies any responsibility for the accuracy of information obtained through the service. The transmission of data over an internet connection is subject to errors, delays, and interruptions. Southeast MN WiFi 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

Southeast MN WiFi does not guarantee uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of God, Southeast MN WiFi equipment malfunction, or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. Southeast MN WiFi does not guarantee any loss of service time, transmission errors, connectivity or quality of service. The customer acknowledges and agrees that the service is not intended to be, and will not be used as, your primary or "life-line" telecommunications service.

INSTALLATION

The installation date and time will be determined by Southeast MN WiFi and communicated to the customer as early as possible. The customer authorizes Southeast MN WiFi or its contractor(s) to install the necessary wiring and customer equipment 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 customer equipment, 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 additional costs in equipment and wiring. Any requests for custom installation work will require additional charges by our contractor(s). Southeast MN WiFi and its contractor(s) will not be liable for any alterations to customer's premises that result from the installation or removal of the customer equipment 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.

SERVICE CALLS

If Southeast MN WiFi is called to customer's site and it is determined that the problem is other than the wireless internet access service and/or the wireless internet access interface, a minimum service fee of \$100 will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply. The provided wireless internet access service hardware is warranted by its manufacturer for a period of 1 year. During the 1-year manufacturer's warranty period, Southeast MN WiFi will support the hardware for problems covered by the manufacturer's warranty. Service calls determined to be the result of an out of warranty modem will be charged to the customer.

SERVICE DELIVERY

Wireless internet access connection speed (depending on package chosen) is measured between customer's location and the provider access point. Connection speeds may be lower under conditions of high internet usage. Actual data transmission or throughput may be lower than the connection speed due to internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Southeast MN WiFi.

CHANGES TO SERVICE

Customer may choose to change their wireless internet service package/speed without violating the terms of this agreement. A change fee may be required to implement the change. A move of service will

incur a minimum fee of \$125. Excess cabling and multiple workstation moves will incur normal hourly labor rates beyond the basic \$100 equipment move fee. Early termination charges will not apply during the timeframe in which a move of equipment occurs, and service is reestablished.

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). Southeast MN WiFi 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. Southeast MN WiFi will make every reasonable effort to relocate or realign the SU. However Southeast MN WiFi cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

PAYMENT POLICY

Southeast MN WiFi customers will be billed installation charges, as well as the appropriate rates for the wireless internet access service speed selected at the time of the first bill. Southeast MN WiFi reserves the right to request payment for all equipment associated with the initial installation for wireless internet access in advance. The invoice balance may be paid with cash, check, or money order payable to Southeast MN WiFi. The payment is due, and payable in advance, on the first day of the month. Any account not paid by the 15th day of the month will have their service interrupted. Southeast MN WiFi is not liable for any loss of business, loss of phone service, or any style of internet services from a deactivated internet account. A returned check will be considered non-payment of the account. Restoration of service will require payment of any unpaid balance and a reconnect charge of \$25 may be applied. AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELLED. The balance due plus a \$100 administration fee must be paid in full to reactivate account. A late payment fee of \$15 per month may be added on accounts not paid within 30 days of billing. A \$25 processing fee will be charged on all returned checks.

UNACCEPTABLE USE

Southeast MN WiFi 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 Southeast MN WiFi 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 emailed known as "spamming"; F. Any violation of local, state, federal, or international law or that of any sovereign nation.

EXCESSIVE BANDWIDTH CONSUMERS

Customer activities that consume unusually large amounts of bandwidth can be multiple computers on the same connection, programs or servers which provide services to others via the Southeast MN WiFi network, streaming movies and music, and some types of gaming software. Should this occur, Southeast MN WiFi reserves the right to throttle the network speed of any offending customer down to a lower sustained rate. It is stressed that this is a rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out their connection.

SERVICE SHARING

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

INDEMNIFICATION

Customer agrees to indemnify and hold harmless Southeast MN WiFi, it’s owner(s), partner(s), and contractor(s) against all losses, liabilities, judgements, 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

Southeast MN WiFi is not responsible for maintaining or supporting any equipment owned by the customer (Customer Provided Equipment/CPE) and is not liable for any damages to the CPE, computer(s), or other equipment.

SPAMMING

Spamming is the sending of unsolicited e-mails. Southeast MN WiFi 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.

CANCELLATION

All customers are bound by a signed written service agreement. A customer wishing to cancel service must submit a cancellation request in writing. Southeast MN WiFi will not refund any set-up or installation fees after the first 30 days. Any discounted rates shall be forfeited on early cancellations. The customer will continue to be liable under these terms and conditions as well as the service agreement for all fees and charges until the service agreement has been properly terminated or we have acknowledged such termination in writing.

By signing this document, I agree and fully understand everything in this document.

CUSTOMER PRINTED NAME:

CUSTOMER SIGNATURE

Date
