

Wells Rural Electric Company

Wireless Internet Service

WIRELESS INTERNET SUBSCRIPTION AGREEMENT INCLUDING EQUIPMENT FOR MEMBER SITE ANTENNA AND COMPUTER INTERFACE EQUIPMENT

The undersigned Wells Rural Electric Company (WREC) Member hereby agrees for the provision of wireless Internet service provided by WREC and use the service in the manner herein set forth:

- 1. Provision of Service.** WREC will provide you with Internet access via Wireless Service provided that you, the member, comply at all times with the terms of this Agreement. WREC will provide you with high-speed, wireless Internet access as long as **acceptable physical conditions** exist between the Wells Access Points and the Subscriber's site, according to the Service Plan that you select.
- 2. Residential Service Plans.** Residential Service Plans are limited to connecting one personal computer to the Service. Free residential technical support regarding your Internet signal quality is available via telephone 24 hours per day, 7 days per week (24/7) to each subscriber of the Service by calling 888-276-8092. Residential technical support for networking personal computers is not supported by the Service.
- 3. Ownership.** WREC owns the Service and all rights to the Service, including certain equipment installed at the member's site that enables the Service. WREC owns all right, title, and interest in and to the Service, the Network, the Site, and **certain equipment** provided by WREC. Subscriber agrees to return WREC equipment within 5 days of Service termination.
- 4. Hardware Requirements.** You must have certain hardware in order to access and use the Service. Subscriber will be solely responsible for obtaining and maintaining the computer equipment necessary to access and use the Service, including wireless or standard network cards, computer hardware and software, and for ensuring that such equipment is compatible with WREC **Subscriber Computer Requirements**.
- 5. Acceptable Use Policy.** WREC Terms of Acceptable Use and other policies govern your use of the Service at all times. Your use of the Service is governed at all times by WREC's **Terms of Acceptable Use Policy**, as well as any other WREC policies applicable to Internet use. You agree to permit WREC or its representatives to access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Service. WREC will not disclose the existence or occurrence of such an investigation unless required by law, but WREC reserves the right to terminate your account immediately, with or without notice to you, and without liability to you, if WREC believes that you have violated this Agreement, any of the Terms of Acceptable Use or any other WREC policy, furnished WREC with false or misleading information, or interfered with use of the Service by other users. WREC further reserves the right to terminate any accounts that have been inactive for one hundred eighty (180) days or longer. WREC may modify, suspend or discontinue the Service at any time, with or without notice, and without liability to you, any other user or any third party.
- 6. Payment.** In exchange for your use of the Service, you agree to pay usage fees according to the **Subscription Plan** (identified below). Prorated charges, the normal installation charge, as well as all recurring monthly charges will appear as separate line items on your Electric Bill each month. Recurring charges for the Service are assessed for the current month. Payments are due in full 20 days after the billing date. Past due accounts will result in suspension and possible termination of the Service, and will be processed in accordance with applicable **WREC collections Rules & Policy**.
- 7. Privacy.** WREC respects your privacy and permits you to control the treatment of your personal information Under WREC's **Privacy Policy**, WREC will not disclose to any third party, your name, address, email address, telephone number, or any other personal information without your prior consent, except as may be required by law.
- 8. Disclaimer of Warranties (Please Read Carefully).** WREC is providing the Service to you "AS IS" without warranty of any kind. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WREC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE AND WREC'S PERFORMANCE OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. **WREC DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.** **INITIAL _____**
- 9. Limitation of Liability (Please Read this Carefully).** WREC's liability to you is limited in that the Service may contain errors, design flaws, or other problems, and that use of the Service may result in unpredictable damage or loss to you, including without limitation unexpected results or loss of data. YOU AGREE TO USE ALL OF WREC'S SERVICES AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WREC BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY WREC.
- 10. Indemnification (Please Read Carefully).** You agree to indemnify WREC for all of your acts and omissions. You agree to indemnify, defend and hold harmless WREC, its affiliates, officers, directors, employees, consultants, agents and

representatives from any and all third party claims, losses, liability, damages and/or costs (including reasonable attorneys' fees and costs) arising from your use of the Service, your violation of the Terms of Acceptable Use or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. WREC will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage or cost.

11. **Applicable Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada and applicable federal law without reference to its rules regarding conflicts of law. Venue for any legal action shall be in Elko County, Nevada.
12. **Terms of Agreement.** The term of this Agreement shall become effective on the date service first becomes available and shall remain in effect for three (3) consecutive months. Thereafter, this Agreement shall be automatically renewed indefinitely for one (1) month terms unless either party gives the other at least thirty days (30) notice that it is terminating this Agreement. ***In the case whereby the subscriber wishes to terminate the Agreement prior to the end of the third month, the Subscriber will be liable for the balance of the remaining monthly payments in full. A \$50 re-connect charge will be assessed for accounts that have been disconnected for non-payment.***
INITIAL _____
13. **Entire Agreement.** This Agreement constitutes the entire agreement between WREC and you with respect to the subject matter hereof, and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein. WREC may, in its sole discretion and without prior notice: (a) revise the terms and conditions of this Agreement (b) revise its billing rates and other fees; and (c) modify the Service at any time. WREC will post any such revision or modification to the WREC Website, and the revision or modification will be effective immediately upon such posting. You agree to review this Agreement and the online policies as posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use Service following notice of any revision, you agree to abide by any such revision.
14. **Attorney Fees.** Should any action be pursued to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
15. **Reservation of Rights.** WREC reserves the right to refuse service to anyone for any reason not prohibited by law. WREC further reserves the right to suspend or terminate Service to any subscriber for any reason not prohibited by law.
16. **Binding Effect.** This Agreement shall insure to the benefit of WREC's successors, assigns and licensees.

Standard Package for Residential or Small Business Use:

	<u>Download Speed*</u>	<u>Upload Speed*</u>	<u>Installation</u>	<u>Monthly Lease</u>	I Want this Plan
"Platinum" Plan	2500k	512k	\$ 0.00	\$ 54.95	<input type="checkbox"/>
"Gold" Plan	1500k	256k	\$ 49.00	\$ 39.95	<input type="checkbox"/>
"Silver" Plan	512k	256k	\$ 99.00	\$ 24.95	<input type="checkbox"/>

Subscriber:

WREC:

Subscriber's Printed Name

WREC Representative

Subscriber's Signature

Title

Legal Property Owner Signature

Date

Installation Paid Date

Address of Subscriber

Telephone #

E-Mail Address

Referral Name

* There are many things that affect the actual speeds of data transfer such as the speed of the Internet connection at the site being accessed and the number of users being served at that site.