

# TheGEO.net CUSTOMER SERVICE AGREEMENT

THIS AGREEMENT constitutes the entire Agreement between the undersigned Customer/Suscriber and theGEO.net (Provider / "theGEO" or TheGeo LLC). Except as provided herein, no other terms, warranties or representations (implied or express) shall be binding on the Customer or theGeo. In accordance with the following provisions, the parties agree that theGeo shall provide internet access service to the Customer and the Customer shall pay TheGEO the fees, rates and charges established by TheGEO for the service provided.

## 1. Rates for Service and Service Selections.

I understand that I have the opportunity to select by service speed and do so as follows:

- 1. Streamer - 25Mbps down 3 Mbps up \$69/month
- 2. Gamer - 35Mbps down 5 Mbps up \$99/month
- 3. Elite - 50Mbps down 5 Mbps up \$129/month

## 2. CONTRACT PERIOD/INSTALLATION FEES

I understand that I can commit to a month-to-month lease or for a two-year term. I further understand that the installation and set up costs are different depending on which selection I make. I choose the following:

- Month to Month service / \$250.00 Installation fee.
- 2-Year contract / \$150.00 installation fee

**2.1 Refund of setup fee** Subscriber understands that the installation/set up fee is nonrefundable if the wireless connection is operable and service termination is not requested by the Subscriber within 14 days of installation. The installation fee is also refundable if the wireless connection is deemed by Provider to not be operating at an acceptable level within 14 days of installation. The wireless radio and firewall/router (if router not already provided by or purchased by Subscriber), are the property of Provider and will be returned to Provider at the termination or cancellation of service. Subscriber agrees to allow Provider to remove any such equipment from Subscriber's premises after termination of service.

**2.2 Optional Insurance** We provide the option for each Subscriber to obtain insurance on their equipment lease. The insurance is to indemnify Subscriber for any damage to their leased equipment, subject to the Subscriber's requirement to keep and maintain a 2000 Joule surge suppressor or UPS attached to their leased equipment at all times.

- Yes, I choose to have RADIO INSURANCE for 5.00 per month.
- Yes, I choose to have ROUTER INSURANCE for 3.00 per month.
- No, I choose to assume the risk and will be responsible for replacement cost of the RADIO, including labor costs.
- No, I choose to assume the risk and will be responsible for replacement cost of the ROUTER, including labor costs.

**3. Extended Service Terms** Subscribers who elect the reduced set up fee of \$150.00 commits to a minimum 2-year service agreement. If Subscriber elects to terminate their service for any reason before the expiration of their two-year commitment, they agree to an early termination fee. The early termination fee that the Subscriber agrees to pay, shall be equal to 50% of the Subscriber's total monthly recurring charge multiplied by the number of full and partial months remaining under the Service Agreement, or \$500, whichever is less. The entire early termination charge shall be immediately due and payable upon notice to Provider of the Subscriber's election to terminate service. Subscribers who choose a 2-year term, and who travel away from their premises for extended periods of time, may elect to temporarily suspend the service, during which time they shall not be charged. Subscriber may contact Provider to request for a temporary suspension. Suspensions are valid during each month's billing cycle. Beginning and ending service suspensions dates are not pro-rated within each billing cycle. 2-year term Subscribers must pay for a minimum of six months per annum starting from the beginning contract start date.

**3.1** Provider offers access to the Internet using shared bandwidth. Subscriber hereby acknowledges that the Internet is not owned, operated, managed by or in any way affiliated with the Provider, and that it is a separate network of computers independent of Provider. Subscriber's use of the Internet is solely at Subscriber's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond the control and/or authority of Provider. Furthermore,

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Subscriber acknowledges that the Internet is being used by hundreds of millions of people at any time, not all of whom are benevolent. Subscriber is strongly encouraged to maintain proper security including the installation of anti-virus anti-malware software.

**4. Agreement Modification.** This service agreement is subject to modification, including modification of TheGEO's monthly service charge, at any time upon delivery of electronic or written notice to the Customer. Any modification or change to this agreement shall be invalid unless acknowledged by the Provider in writing. Notice shall be deemed delivered when deposited in the U.S. Mail, postage prepaid to the Customer's last known mailing address, or by electronic transmission to the last known email address, of the Customer, on file with TheGEO. Modification to this agreement shall be deemed accepted unless the Customer contacts TheGeo and terminates service within 30 days of delivery. Continued use of TheGeo's services beyond 30 days from delivery will be deemed acceptance of any applicable change of service. If any Customer elects to terminate instead of accepting any change to the service agreement, service will be provided for the remainder of the period for which payment has been made and will then terminate, without further notice. In order to provide Internet service to nearby potential or existing TheGEO customers who may not have direct line of site to one of our broadcast points, TheGEO reserves the right to install additional equipment at Customer's location, at TheGEO's expense, to redistribute, reproduce, augment, and further the availability of TheGEO Internet service.

**5. Monthly Service Charge.** Monthly service charges are payable in advance. Payment is due by the "Due Date" indicated on the monthly statement. Statements may be provided by email. Payments received by TheGEO will be applied first against delinquent amounts (including interest and other late charges) if any, and then to current charges.

**6. Delinquent Accounts.** All accounts are due on the first of the month. Any monthly installment not paid within 20 days of the date due shall be subject to a 10% late fee of the amount then due, and subject the account to suspension or cancellation. Waiver of any late fee does not prevent Provider from charging a late fee in the future. A \$25.00 charge for all checks returned unpaid from the bank may be assessed. A \$25.00 charge for re-connection fees will be assessed for delinquent accounts.

**7. Termination for Breach.** TheGEO may disconnect service at any time without notice for late payment or nonpayment of any amount due TheGEO. Customers wishing to resume service must pay accrued charges including service charges, interest, late fees, reconnection fee, and one-month service charge. TheGEO reserves the right not to resume service based on the history of payments. Any time service is suspended, canceled or terminated, Provider shall have the right to enter upon any premises necessary to recover their antenna/radio receiver and router. Subscriber agrees to allow Provider access to recover their equipment. If Subscriber fails to allow Provider to enter upon the premises to recover their equipment, Subscriber agrees to pay Provider the value of the equipment and the Providers time in an amount not less than \$1500. Nothing in this clause waives or changes any other rights available to the Provider as provided in this agreement or at law. If it becomes necessary to place any account with an attorney for the purpose of collection, the Subscriber agrees to pay any costs associated with an incurred by the attorney for the collection of said account. In any suit or action to recover any sums due or to enforce any of the terms of this agreement, the prevailing party in any lawsuit or arbitration shall be entitled to collect their attorney's fees including court reporter fees, the costs of preparing any deposition transcript and expert witness fees incurred in the prosecution/defense of any action or upon any appeal. This provision does not limit any other costs or fees that may be available to the prevailing party as provided by law. This agreement is controlled by the laws of the State of Oregon. Any venue or forum for any dispute arising under this agreement shall be in the Circuit Court of the State of Oregon in Baker County, unless the parties agree otherwise in writing at the time of the dispute.

**8. Interruptions of Service.** All wireless internet services in Baker County are transmitted via public access radio spectrum. From time to time, a Customer's service may be interrupted or degraded because of interference from other internet service providers or other wireless transmissions. The Customer understands that such circumstances are beyond the control of TheGEO and agrees to hold TheGEO harmless for such interruptions. In addition to the other limitations listed herein Subscriber acknowledges that Provider is not responsible or liable for any of the following:

1. Degradation or loss of service due to obstructions that might be erected, grow or interfere with the radio signal between the Subscriber antenna and Provider access point;
2. Debris or ice on the antenna;
3. Re-aiming or moving the antenna later than 30 days after installation;
4. Reconfiguration of network settings due, but not limited to, resetting, tampering with, or reinstallation, accidental removal/deletion, or moving installed indoor or outdoor hardware to another location.

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**8.1** Provider makes no warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose of Internet access and service. Provider shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. Use of any information obtained through Provider's network is at Subscriber's own risk. Provider specifically disclaims any responsibility for the accuracy or quality of information obtained through its services from other websites.

**8.2** Actual performance of the connection will vary due to conditions outside Provider's network control. These conditions may include variables such as Subscriber location, physical equipment limitations, network congestion, server and router speeds of websites accessed, and/or Subscriber's inside wiring/cabling or Wi-Fi performance. Subscriber acknowledges that because of these limitations no minimum level of speed is guaranteed. The speed selected by the Subscriber on the signature page is the maximum speed the Subscriber may expect under optimal conditions. Subscriber will pay Provider the monthly recurring charges, in advance, during the terms hereof plus a one-time connection/set up a fee which shall be due upon Subscriber signing this agreement.

**8.3** Provider shall not be liable for any interruption of service caused by routine or periodic maintenance and periodic system repairs, upgrades, system reconfiguration, public emergency, unforeseen circumstances, restrictions imposed by law, acts of God, labor disputes and/or mechanical or electronic equipment failure, any of which may result in a temporary interruption of service. Nothing in this agreement shall be construed as a guarantee of continuous and uninterrupted service by Provider. Subscriber shall indemnify and hold Provider and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as a result of interruptions or omissions of service.

**8.4** Subscriber understands that wireless Internet connectivity requires direct radial line of sight to a transmitter and that any obstruction between Provider's access point and Subscriber's antenna may degrade, disrupt or block the Internet signal from reaching the Subscriber.

**9. Maintenance/Troubleshooting.** The Customer agrees to allow TheGEO employees, agents and technicians to enter and inspect a Customer's property as required for continued uninterrupted service. In the unlikely event a Customer experiences interruption of reliable service, TheGEO, at the Customer's authorization will make reasonable inquiry, including but not limited to, diagnostic, maintenance and service calls to determine the cause of interrupted service. The Customer shall be responsible for all charges incurred for any maintenance, troubleshooting, repair or service at the technician's current hourly rate, including travel time, mileage and equipment cost, unless the interruption of service is deemed to be wholly the result of the negligence of TheGEO.

**10. Equipment.** The router, radio, and any other associated equipment provided to the Customer pursuant to this Agreement is property of TheGEO. It is provided to the Customer for the duration of this agreement and shall be returned to TheGEO at the termination of this agreement. Equipment not returned within 10 days of termination or, equipment damaged beyond further use during the Customer's possession, shall be charged to the Customer at replacement cost. The first set of equipment, including a router, radio, and P.O.E. are provided by TheGEO. Any equipment that fails and which needs to be replaced will be the customer's responsibility, and the cost for said new equipment will be added to Customer's bill. TheGEO agrees to take reasonable steps to assist the customer in obtaining any warranty service as may be extended by the manufacturer. Subscriber acknowledges that wireless service requires an antenna mounted outside on or near a home or business premises and the installation of a cable running from the antenna into the Router inside the premises. If at all possible, the antenna unit will be mounted on or adjacent to the building receiving service and all holes drilled to run cable or for the installation of screws to hold hardware will be sealed with silicone. The Subscriber agrees to inspect, fix, and maintain the antenna mount to ensure that no water penetrates the premises from any access point. Provider assumes no responsibility now, or in the future, for any damage to the premises including but not limited to: water; ice; wind; lightning; insects; rodents; pets and animals.

**10.1 Customer to Provide.** Subscriber agrees and understands that the equipment being installed is sensitive to electrical current. Subscriber shall install a surge protector rated at least 2000 joules or an Uninterruptable Power Supply (UPS) rated at least 250kVA. It shall be Subscriber's responsibility to ensure that the surge suppressor or UPS remains good working order.

**10.2** The Provider shall be responsible for the installation of necessary equipment, including but not limited to, an outdoor antenna/radio, an indoor firewall/router, and running a cable. Subscriber acknowledges that additional on-site cabling and/or network equipment requested by the Subscriber to enhance access or increase Wi-Fi coverage area may require additional charges. This can be purchased from the Provider's subcontractors, Davis Security and Electric or

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Davis Computer Services. Inc.

**11. Termination of Service.** Except as provided in Paragraph 2 above, (Extended Service Terms) the Customer may discontinue service by giving written notice to TheGEO. Such service will terminate at the end of any period for which the Customer prepaid or within three business days, whichever is greater.

**12. Protection Software.** The Customer agrees to maintain current and state-of-the-art virus scanning software. Failure to do so is cause for termination of service by theGeo.

**13. Customer Use of Service.** The Customer shall abide by and sign a TheGEO.net Acceptable Use Policy, previously provided, and all applicable Federal, State and local laws.

**14. Commercial Use Prohibited.** The services provided under this agreement are for residential and business internet access. All additional commercial uses, including but not limited to, Web hosting, File Transfer Protocol services, e-commerce, resale of TheGEO Internet service, the collection or transmission of unsolicited bulk e-mail (including, but not limited to, Spam, Phish, fraud or malware), commercial transfer of any bulk data or any other commercial use of the Internet are strictly prohibited, unless agreed to and accepted, in writing, by TheGEO. Subscriber acknowledges that the Provider's Internet Service may not be resold or redistributed by any means or method.

**16. Privacy and the Government.** Subscriber assumes all risk and shall abide by all applicable statutes, laws, ordinances, rules and regulations governing the use of the Internet services and access provided pursuant to this agreement. Subscriber understands that as an Internet access company, the Provider must comply with the Communications Assistant for Law Enforcement ("CALEA"), 47 U.S.C. § 229; 28 C.F.R. § 0.85. 18 U.S.C. § 2522, as specified by law enforcement. Federal authorities may intercept communications but are required to obtain judicial authorization to conduct electronic surveillance. As it may be required to cooperate pursuant to CALEA, TheGeo may install, maintain or subcontract, packet tapping equipment, software, or other devices. This may also include third party packet routing to CALEA standards and commercial service monitoring outside TheGeo networking equipment and service.

Customer

by \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

theGEO.net



by \_\_\_\_\_

Date \_\_\_\_\_