



## **FreedomNet Solutions Service Terms, Conditions, and Agreements**

**Date (07.01.2010)**

These Membership Terms and Conditions (further to Member's "Agreement") are agreed to by and between FNW, LLC (FreedomNet Solutions) and the Member. In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

Members should check this Agreement regularly as FreedomNet Solutions may change it to take on new issues that may arise in connection with members of the services or the way FreedomNet Solutions provides the services. The most up to date version of the Agreement will apply to member use of the services.

### **1. Accounts and Service**

FreedomNet Solutions shall provide the Member with an account (the "Account") on FreedomNet Solutions' network, which will allow the Member to access the Internet on the terms set forth herein, as may be amended from time to time by FreedomNet Solutions. Member's Account will include access to the World Wide Web, electronic mail ("e-mail"), and other Services commonly associated with the Internet (collectively, "Services").

### **2. Payment**

Member shall pay all fees, including the Monthly Service Fee, Installation Fee, and any other fees. Some non-contracted fees are subject to change without notice.

- A. Method of Payment: All Services are prepaid. FreedomNet Solutions reserves the right to collect the monthly payment in advance. Certain billing methods used by FreedomNet Solutions may require additional fees.

### **3. Term, Termination Fee, and Moving Cancellation Policy**

FreedomNet Solutions will enable Member's Account upon the date (the "Commencement Date") of FreedomNet Solutions' installation. Member shall promptly notify FreedomNet Solutions in writing, by e-mail, or by mail to make necessary changes to Member's Account information, such as changes in address, telephone number, payment information, or passwords. Unless Member chooses a Month-to-Month service option the Member's initial Agreement shall have a term of 24 months from the date of installation. At the end of the initial 24-month term, this Agreement will automatically convert to a Month-to-Month service and shall be charged at the current Month-to-Month rate.

To terminate a Member must advise FreedomNet Solutions at least thirty (30) days prior to the date that they wish to terminate the Service. If Member terminates this agreement FreedomNet Solutions will assess a termination fee equal to the unpaid balance of the term for Services based upon the number of months left in the Service Agreement.

If a Member moves during the term of their Service Agreement they will provide FreedomNet Solutions thirty (30) days prior notice with a copy of new address and proof of address change and the following policies will apply:

- A. If FreedomNet Solutions can provide service at the new address the service will be transferred to the new address for the remainder of the Service Agreement Term and a \$100.00 move fee will be assessed. If the Member wishes to not continue service standard cancellation policies will apply.
- B. If FreedomNet Solutions cannot provide service at the new location the Member will be allowed out of the remainder of the contract after a de-installation of equipment is performed by a FreedomNet Solutions technician. If FreedomNet is unable to retrieve customer's equipment in good condition and working order the Member will be charged for the FreedomNet owned equipment a onetime additional fee of \$500.00.

### **4. Connectivity, Reconnection and Collections**

As a Member of the FreedomNet Solutions Service, connection is subject to disconnection upon: (a) Delinquent payment amount one (1) day late from date of invoice; or (b) detected illegal or unacceptable behavior. No credit shall be available for difficulties such as Customer equipment failure, internet congestion, Acts of God, or other causes beyond FreedomNet Solutions' reasonable control. FreedomNet Solutions' records and data shall be the sole basis for all calculations and determinations.

Member's whose accounts are in delinquent status as defined above will incur a finance charge of 18% APR. FreedomNet may also charge a disconnection fee each time delinquent status occurs and an Administration fee which is separate from the finance charges.

A delinquent Member, as defined above, may correct their infraction of this agreement based on FreedomNet Solution's sole discretion. Upon a determination that the Member is no longer delinquent or in violation of policies FreedomNet Solutions will reconnect the Member and may charge an additional twenty five dollar (\$25.00) reconnection fee.

Delinquent Member accounts not corrected shall be sent to Collections for any unpaid balance of the Service Agreement. FreedomNet Solutions charges a collection fee of One Hundred Twenty Dollars (\$120.00). Additionally, if Member

equipment is not uninstalled by FreedomNet Solutions, in good working order as determined at FreedomNet Solutions' sole discretion, the Member will have Five Hundred Dollars (\$500.00) appended to total Collectable Amount.

#### **5. Member Account**

The only authorized person of this account is the member and the member must comply with this Agreement and the Acceptable Use Policy. Members should keep their password confidential so that no one else may access the services through the member's account. Please notify FreedomNet Solutions immediately upon discovering any unauthorized use of the Member account.

Additionally, upon signup FreedomNet Solutions shall require from each Member one of the following: Driver's License ID number, State Issued ID number, Social Security number or Federal Tax ID number.

#### **6. Equipment Ownership, Tampering and Security**

All equipment installed by FreedomNet Solutions, its contractors or agents, is the sole property of FreedomNet Solutions and no rights or ownership are conveyed to the Member.

Member is solely responsible for their equipment's security; it is the member's responsibility to ensure they are protected against hacking, viruses, and all other risks. FreedomNet Solutions recommends that each member install Anti-Virus, Spyware and Spam Blocker software and will not be liable for any computer issues arising from lack of such software. At installation each Member is provided surge suppression protection of the external antenna. Lightning can affect customer equipment through other entry methods. It is the Member's sole responsibility to provide their own adequate lightning protection of all their equipment; including but not limited to: Member router, computer, Ethernet card, wireless cards. FreedomNet Solutions is not liable for any loss or damage to the member's equipment. Additionally, Member is not to tamper with the External Antenna System that belongs to FreedomNet Solutions. If tampering is determined to have caused problems with equipment the customer will be charged a minimum \$65.00 for each half hour to repair equipment up to a maximum of \$600.00 for replacement equipment.

#### **7. Damaged Equipment**

Equipment owned by FreedomNet Solutions is to be protected by the home or business owner. This can be covered under the owner's property insurance. In the event of a lightning strike, tornado or other event causing destruction of the equipment it will be the responsibility of the customer to compensate FreedomNet Solutions up to the full replacement value of the equipment. FreedomNet will assist the customer with a written letter for them to present to their property insurance company in this event. In no way does damaged equipment release the customer from their contractual obligation. FreedomNet will install new equipment and continue billing as normal for the length of the contract. The customer is expected to pay for the damaged equipment in full within thirty (30) days or risk being classified as delinquent.

#### **8. Amendment**

FreedomNet Solutions reserves the right to change the terms and conditions of this Agreement and/or any collateral agreements referenced herein, including the Acceptable Use Policy and the fee schedule, by notifying Member on the FreedomNet Solutions Web site at least 30 days in advance of the effective date of the change. Continued use by the Member after the effective date constitutes acceptance of the new terms and conditions.

#### **9. Disclaimer of Consequential Damages**

In no event will FreedomNet Solutions or its network Services suppliers be liable for any damages, including, but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection to the use of or inability to use Services or products provided hereunder.

#### **10. Survival**

This Provision entitled Survival and any provision in all FreedomNet Solutions agreements or policies which references 'Indemnification', 'Limitation of Liability', 'Limitation of Damages,' and 'Warranty Disclaimers' shall survive the termination of the Agreement.

#### **11. Limitation of Liability and Indemnification**

FreedomNet Solutions nor its affiliates will be liable for any loss of data or damage to hardware that occurs during installation of or any service performed on a computer in support of FreedomNet Solutions Services. The Member further agrees that FreedomNet Solutions and/or its contractors or affiliates are not responsible for any problems with your computer following the installation of or any subsequent service performed on your computer in support of FreedomNet Solutions Services. Your exclusive remedy for any and all losses resulting from this installation of equipment and your use of the Services, including FreedomNet Solutions or its subcontractor's negligence, will be limited to fees paid to FreedomNet Solutions up to the time the damage is discovered. Neither FreedomNet Solutions nor its network Service supplier will be liable for unauthorized access to or alteration, theft or destruction of end user's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of company's or its network service supplier's negligence. These Services are provided on an "as is" and "as available" basis without warranties of any kind either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. Neither FreedomNet Solutions nor its affiliates warrant that these Services will be uninterrupted or error free or that any information, software or the material accessible on the Services are free of viruses or other harmful components. FreedomNet Solutions, its affiliates and its subcontractors will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages of any nature including personal injuries, property damage or loss of business that

result in any way from your use or inability to use the Services or to access the internet or any part thereof, or your reliance on or use of offers, claims, representations, promotions and transactions, information, service or merchandise provided on or through this Internet or the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission or any failure of performance. Member agrees to indemnify, defend and hold FreedomNet Solutions, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the equipment and/or the Services provided by Member or an authorized user of your account, including the placement or transmission of any message, information, software or other materials on the Internet. These limitations on liability and indemnification provisions inure to the benefit of and apply to FreedomNet Solutions, subsidiary and affiliated companies, any successor to FreedomNet Solutions' business by way of merger, purchase of assets, or operation of law, and any subcontractors performing work on behalf of FreedomNet Solutions.

## **12. Force Majeure**

If the performance of any obligation hereunder is interfered with by reason of any circumstances beyond FreedomNet Solutions' reasonable control including, but not limited to acts of God, lightning, wind, ice damage, power surges or failures, labor strikes and other labor disturbances, or the act or omission of any third party, shall be excused from such performance to the extent necessary, provided that FreedomNet Solutions shall use reasonable efforts to remove such causes of nonperformance.

## **13. Installation**

Member warrants that they are at least 18 years of age and own the premises or have received permission from the owner of the premises to make any changes to the premises needed to install the equipment, power the equipment and receive the Services. Additionally, it is a Member's obligation to confirm that the placement of the transceiver on the premises is not in violation of any building owner or zoning restrictions. Member agrees to allow FreedomNet Solutions or its contractor's access to the premises to perform installation, repair, or maintenance activities in support of the Services. Member hereby authorizes FreedomNet Solutions and/or its authorized contractors to install the equipment necessary to provide FreedomNet Solutions Services. Member will be the sole interface between the building owner/manager and FreedomNet Solutions. Any custom installation work that a Member requests, including placing cable under carpet, through cabinets, through interior walls or inside molding, may require additional charges. FreedomNet Solutions will not be liable for any alterations damage to the premises that result from installation or removal of the equipment or subsequent Acts of God including, but not limited to; holes in walls, cable wiring, power cabling, antenna mounting brackets, wind or lightning. The Member will additionally provide FreedomNet Solutions with code-compliant 110 VAC, 0.25-0.45 Amps (30-54 Watts) electrical service.

## **14. Antenna Placement Agreement**

This Antenna Placement Agreement ("Agreement") is made between Building Owner (Member) and FNW, LLC (FreedomNet Solutions), a Michigan Corporation.

FreedomNet Solutions is deploying a Wireless Network in your community. This Network will provide Internet services and broadband connectivity for business and residential Members using radio frequencies.

A. Premises - The Building Owner (Member) warrants and represents it owns and has title to the property, structures and other improvements at the address given. FreedomNet Solutions or its professional staff may from time to time require access to the premises for installation, maintenance and/or removal of its equipment. FreedomNet Solutions typically provides the Building Owner/Member with advanced notice prior to requiring access to its equipment. Exceptions to this policy for emergency service restoration may arise. Equipment that is located and accessible outside the premises will be available for service 24 hours per day, 7 days per week, and 365 days per year (24/7/365). Prior notice to Building Owner/Member will be attempted. If Member is in delinquent status FreedomNet Solutions may access property for the sole purpose of removing FreedomNet owned equipment at any time without prior notification.

B. Equipment – The above parties agree that in order for FreedomNet Solutions to provide broadband services, Building Owner/Member agrees to provide FreedomNet Solutions with an elevated location to mount Antenna Equipment, an accessible location to mount its Outdoor Equipment, Electrical Power to operate its equipment and the means to interconnect the aforementioned. If ordered by the Member, FreedomNet Solutions or its designated agents will install antenna equipment, outdoor equipment and connect these components with cables. (Detailed descriptions of these components are available.) Any additional or replacement power outlets and wiring, if required, will be installed by the Member at their sole expense. The Building Owner/Member will provide FreedomNet Solutions continuous Access to any associated GFI circuit breaker. If ordered by the Member and before installing the Equipment, FreedomNet Solutions will define to the Building Owner's/Member's satisfaction the location and means of mounting the Antenna Equipment, Outdoor Equipment, Interconnecting Cabling and any new power outlet. The Equipment installation will be performed (1) in good and quality workman-like manner, (2) in accordance with the pre-defined plans and (3) without interfering with the function or use of any portion of Building Owner's structure or improvement. FreedomNet Solutions will (1) operate and maintain its own equipment in a safe and good condition. When performed by FreedomNet Solutions, installation, operation, maintenance and removal of Equipment will at all times comply with all applicable regulations and standards. FreedomNet Solutions will, at its expense, perform all acts necessary to ensure that its employees and contractors and its Equipment are at all times in strict compliance with all applicable (1) technical standards, (2) federal, state and local laws, ordinances, and regulations and orders of the Federal Communications Commission. FreedomNet Solutions takes no responsibility for equipment or damage to equipment or premises/building when a Member or any non-certified FreedomNet Solutions Personnel performs installation or service.

C. Interference – At any time any electrical output, electromagnetic output, radio frequencies or other interference (collectively, “Interference”) may degrade a Member’s signal quality. This interference is often beyond the control of FreedomNet Solutions and while every attempt to mitigate Interference will be made, from time to time complete removal of interference is impossible. Each Member understands that because trees hold water, they can absorb the radio signal, and that will degrade or disrupt the connectivity. A Member may be installed during a time of year when there are little or no leaves in the trees and may have loss of connectivity when the leaves come back on the trees. FreedomNet Solutions will try, within reason, to reconnect the Member’s antenna. In some cases the Member may be required to pay for additional hardware to get re-connected. In some rare cases a Member may not be able to be reconnected due to these issues. In such event, at FreedomNet Solutions sole discretion, a Member may be released from their Service Agreement Term. Under no circumstances will credit be provided to a Member’s account for interference. FreedomNet may, at its discretion, offer alternative solutions.

D. Transfer – FreedomNet Solutions will have the right to transfer this Agreement without the Building Owner’s/Member’s consent. The Building Owner/Member will have no right, however, to transfer this Agreement without FreedomNet Solutions’ prior consent.

E. Termination – After the initial two-year Term, this agreement may be cancelled by either party, for any reason, or reasons outlined in FreedomNet Solutions’ Acceptable Use Policy found at [www.fnw.us/legal/FNS-AcceptableUsePolicy.pdf](http://www.fnw.us/legal/FNS-AcceptableUsePolicy.pdf) with 30 Days advanced notice.

#### **15. Acceptable Use Policy**

Member agrees to be bound by the provisions of the FreedomNet Solutions Acceptable Use Policy, which is incorporated by reference, including all legal obligations arising there under.

Additionally, Member will NOT use FreedomNet Solutions services to: 1.) OPERATE any Internet Service Provider enterprise, 2.) COMPETE in any way with FreedomNet Solutions or 3.) RESELL in ANY way without FreedomNet Solutions’ prior written approval.

#### **16. Service Level Agreement**

The FreedomNet Solutions network provides reasonable efforts to maintain its services. FreedomNet Solutions stands behind its services with a goal to provide each user Internet access to its network 99% of the time. This does not include scheduled maintenance, testing time, or conditions outside the control of FreedomNet Solutions. Access and throughput on the Internet may vary and not be a result of FreedomNet Solutions network access services. Member credits will not be issued for Internet throughput related issues unless determined solely by FreedomNet Solutions to be issued.

**17. Execution of Agreement** – This Agreement will become effective immediately upon installation of member service(s).