



# AirLink Internet Services Subscriber Agreement

Updated 11/30/2011

This Agreement (the "Agreement") sets forth the terms and conditions under which AirLink Internet Services (hereinafter, "AirLink"), agrees to provide High Speed Internet service (hereinafter the "Service") to you. By using the Service, you (i) agree to abide by, and require others using the Service via your account to abide by the terms of this Agreement, (ii) represent and warrant that you are at least 18 years of age, and (iii) you agree to abide by the AirLink Acceptable Use Policy, ("AUP"). This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

AirLink reserves the right to modify the terms of this Agreement for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement.

## 1. Your Subscription

Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer.

## 2. Availability

AirLink Service may not be available in all areas or at the rates or speeds generally marketed. Service speeds are "up to" and AirLink will provision your wireless connection at the maximum speed it qualifies for within the speed range of the Service you selected. Availability of Service depends on availability and limits of AirLink distribution centers and facilities. Service is offered only to location(s) qualified by AirLink qualification procedures. Some wireless links may not qualify for the Service even if initial tests qualified such links. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your line and wiring at your location, your service location, wireless link conditions, computer performance/configuration and network/Internet congestion. Uninterrupted or error-free Service is not guaranteed and AirLink may limit speeds.

## 3. Payment Terms

You agree to pay all monthly fees and installation charges including any applicable, taxes. Monthly fees are due in advance on the first day of the month. You will provide all information necessary for AirLink to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify AirLink whenever your personal or billing information changes. AirLink currently accepts VISA and MasterCard. When you provide AirLink your credit or debit card information, you authorize AirLink to automatically charge your credit or debit card for charges that apply to your account. If payment is not received by the due date, late fees may be assessed and the Service may be terminated.

## 4. Equipment

Separately purchased Equipment is required to use the Service. You will be deemed the owner of the purchased Equipment and bear all risks of loss of, theft of, casualty to or damage to the Equipment from the time it is received by you.

## 5. Installation

You authorize AirLink personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have obtained the consent of the owner of the Premises for AirLink personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold AirLink harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

## 6. Acceptable Use Policy

You agree to use the Services strictly in accordance with the Acceptable Use Policy located at <http://airlinkinternet.net> which may be modified by AirLink from time to time, and which is incorporated herein by reference and made a part of this Agreement.

## 7. Service Conditions

The following conditions apply to the Service. AirLink may suspend, terminate or limit use of your Service if you violate any of these conditions.

- a) Limits on Use. You agree not to use the Service for high volume or excessive use, in a business or for any commercial purposes if your Service is a residential service, or in a way that impacts AirLink network resources or AirLink's ability to provide services. The Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by AirLink. You may not use a WiFi hotspot in violation of this agreement or in a way that circumvents AirLink's ability to provide Service to another customer (e.g. you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. AirLink may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network or facility upgrades or modifications; and (iii) to ensure the provision of acceptable service levels to all AirLink customers. AirLink is not responsible or liable for any Service deficiencies or interruptions caused by such events.
- b) No Resale, Distribution, Transfer or Assignment. You agree not to resell or distribute, transfer or assign this Agreement and/or the Service via any means including but not limited to wireless technology, except with AirLink's prior consent and according to AirLink's policies and procedures; provided that you may establish a WiFi hotspot as provided above, but may not resell Service provided over the WiFi hotspot. This Agreement is intended solely for you and it will not benefit or be enforceable by any other person or entity.
- c) Authorized Use. You (i) are responsible for maintaining the confidentiality of passwords used with the Service, (ii) are responsible for all use of the Service, including your primary account and for any secondary accounts or sub-accounts registered to that account and will not permit any unauthorized use of the Service, and (iii) will ensure that all use of the Service complies with this Agreement. You are responsible for unauthorized and non-compliant use of the Service.
- d) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with AirLink's ability to provide service to AirLink customers, (ii) avoids your obligation to pay for services, (iii) constitutes a criminal offense, (iv) gives rise to civil liability, or (v) otherwise violates any law, order, ordinance, governmental requirement or regulation or this agreement.
- e) Monitoring and Testing the Service. AirLink may, but is not obligated to, monitor the Service for various purposes, including but not limited to verifying AUP compliance and for usage statistics. You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. AirLink may also test the Service for maintenance purposes to detect and/or correct trouble.
- f) WiFi. Service may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. AirLink cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and AirLink makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of a transmission, whether by you, or an authorized or unauthorized third-party, over your Service.

- g) Data Management and Security. AIRLINK STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission, and implementing security such as anti-virus and firewalls. AirLink is not responsible or liable for the management or security of your data, including without limitation loss of your data or back up or restoration of your data.
- h) Intellectual Property Rights. Unless otherwise expressly provided in this Agreement, all aspects of the Service are the property of AirLink and are protected by trademark, copyright or other intellectual property laws. AirLink grants you a personal, revocable, limited, nonexclusive, nontransferable, non-assignable right and license to use the Service in accordance with the terms and conditions of this Agreement. No other license or rights are granted by AirLink or will be implied or arise by estoppel, with respect to any Service.

## **8. Termination**

Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by you, you must notify AirLink by telephone or email. In the event of termination by AirLink, AirLink may notify you of such termination by electronic or other means. In addition to its rights to terminate this service stated elsewhere in this Agreement, AirLink may terminate or disconnect the Service at any time without prior notice if AirLink believes in its sole discretion that you have:

- a) Violated the Acceptable Use Policy;
- b) Violated any other provision of this Subscriber Agreement.

## **9. Disclaimer of Warranties and Limitation of Liability**

You expressly agree that AirLink is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release AIRLINK for any such claims based on the activities of third parties. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER AIRLINK, NOR ITS AFFILIATES OR ANY OF ITS EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS EVEN IF ANTI-VIRUS MECHANISMS ARE DEPLOYED. AIRLINK DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. AIRLINK AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE OF, THE SERVICE, EQUIPMENT FURNISHED BY AIRLINK, OR AIRLINKS PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANAIRLINK INSTALLER, TECHNICIAN, OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT AIRLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, AIRLINK'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING SIX MONTH PERIOD. YOU HEREBY RELEASE AIRLINK FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. AIRLINK IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedies under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.

**10. Indemnifications**

You agree to indemnify and hold AirLink, members, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by AirLink or any third party due to or arising out of your use of or conduct on the Service. AirLink will notify you within a reasonable period of time of any third party claim for which AirLink seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to AirLink's interests, as reasonably determined by AirLink.

**11. Entire Agreement**

This Agreement and the policies and postings referenced in this Agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of you and/or AirLink Internet Services or any predecessor in interest to AirLink Internet Services, with respect to the subject matter of this Agreement.

- Basic Internet 1.5Mbps - \$39.95 per month
  
- Advanced Package 3Mbps - \$54.95 per month
  
- Advanced Package5Mbps - \$99.95 per month

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Subscriber Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name