



Contract for Residential Wireless Internet

- 1) Great Oaks Wireless Inc. (GOWI) is hereby entering into an agreement with you to provide a high speed wireless Internet Connection at your location.
 - a. Your bandwidth shall be limited to a maximum rate to be specified on your application for service. Actual speeds may vary but our Committed Information Rate (CIR) is guaranteed to be a minimum of 50% of your contracted sustained rate.
 - b. **Unless otherwise specified herein, your Internet connection shall be available 24 hours a day, 7 days a week. This notwithstanding, there is always the possibility of system or equipment failures, or the need to temporarily interrupt your Internet connection for system maintenance. GOWI will endeavor to restore failed service with all possible haste. Such temporary interruptions do not constitute a breach of contract and do not entitle the subscriber to a refund or credit of the monthly subscription fee for that billing cycle.**
- 2) This agreement pertains only to the delivery of broadband Internet service to your premises. GOWI is not responsible for providing any computer hardware, software or non-premises connectivity that you may wish to have or which is necessary for joining your system to the Internet. GOWI is not responsible for repairing subscriber service interruptions resulting from failed or improper subscriber owned equipment.
 - a. Should any problem occur beyond the Wide Area Network (WAN) demarcation point (where the Customer to GOWI connection occurs) GOWI will troubleshoot the problem until the problem can be identified as to whether or not it resides in GOWI or the equipment on the premises. If it determined to not be a problem with GOWI, GOWI is neither liable nor responsible for correcting said problem and will require a written or verbal agreement to charge reasonable Network Consulting fees for the continued troubleshooting and correction of such occurrence.
 - b. GOWI shall not be held liable for any damage caused to routers, switches, hubs, PC's, etc. or any software programs, caused by viruses, worms, power anomalies, etc., caused by accessing the Internet or by incidents beyond our reasonable control.
- 3) The wireless equipment is provided to you by GOWI as part of the provision of service. The wireless equipment remains the sole property of GOWI. In the event that the equipment is damaged or rendered inoperable due to the subscriber's negligence, the subscriber agrees to compensate GOWI for the replacement and labor costs. The actual cause of actual damage will be ascertained by GOWI or its representatives.
- 4) Your use of GOWI equipment and services to send or receive information is governed by the following terms and conditions.
 - a. GOWI and its employees are not responsible to you or any other person for any information shared or used by you, over this Internet connection whether intentionally or unintentionally, lawful or unlawful. It is solely your responsibility.
 - b. While GOWI does not normally monitor the exchange of information or data through your computers, please be advised that from time to time an investigation may be performed regarding the information and/or activities of Internet usage (in search of "hackers", those gaining illegal access to computer systems, and for network management).
 - c. It is GOWI's policy to fully cooperate with all federal and state law enforcement agencies.
 - d. The Internet connection provided by GOWI may be used for lawful purposes only. Transmission of any material in violation of any federal, state or local laws or regulations is strictly prohibited. This will include but is not limited to: copyrighted material, material legally judged to be or in the opinion of GOWI thought to be threatening or material protected by trade secret regulations.
 - e. You are responsible for the action of others who are using this Internet connection with or without your permission. You agree to closely monitor Internet usage by minors. We recommend that children be required to ask a parent for approval before providing any personal information to any online correspondent or vendor.
 - f. GOWI has no control over the accuracy of the information, the quality of merchandise or the validity of offers and representations that you may find in the Internet.
 - g. You agree to indemnify and hold GOWI harmless from any claims resulting from your use of our service. You additionally agree to cooperate fully with GOWI in the event that it is necessary to defend itself from claims resulting from your usage.

- 5) **GOWI has a No Cost / No Hassle termination policy. If you are not fully satisfied with the Internet service provided. You have up to 30 days after you commence services with us to terminate your account with no cost to you.**
- 6) **After the initial 30 days, if you cancel your contract prior to 12 months of service there will be a \$200 disconnection fee. There will be a \$150 refund of that cancellation fee if you can provide proof of change of residence (lease agreement, phone or utility bill, etc.) out of our service area within 30 days from the canceling of the Internet service.**
- 7) **All use of GOWI access must be within the guidelines and restrictions associated with your account as set forth herein or by separate agreement. While we will always attempt to provide you with a warning when problems arise, GOWI reserves the right to immediately terminate or suspend your Internet service if any of the below scenarios occur:**
 - a. A sustained email volume that exceeds reasonable levels. The sending of Spam is prohibited.
 - b. Any receipt of a large number of emails that can cause our servers to overload or to stop operating in order to protect other users if we (GOWI) detect an unusually high volume of emails or Internet traffic directed to you in which the volume threatens, in the sole opinion of GOWI, to cause the system to “crash”, or not withstanding anything in this contract to the contrary, GOWI may suspend your account immediately, causing all additional messages or traffic to be returned to the sender.
 - c. The transmission of viruses whether intentional or unintentional.
 - d. Unauthorized sessions (unauthorized equipment) are strictly prohibited and it constitutes a breach of this agreement
- 8) **Payment is due the first of the month for that month’s Internet service. If payment is not received by the 30th day, you will be in breach of this contract and your service will be temporarily disconnected. At the discretion of GOWI, the services may be restored with a reconnect fee of \$50 and a month’s advance security deposit. The deposit will be refunded after 12 consecutive on time payments.**
 - a. Fees for all services rendered are due upon completion of those services unless a separate agreement has been agreed upon in writing between you and a member of GOWI management.
 - b. **If your check or credit card is dishonored for any reason, a service fee of \$25.00 will be added to the amount that you owe GOWI.**
- 9) GOWI reserves the right to change the rates, terms and conditions of this contract at any time by providing you a written letter detailing those changes 30 days before their implementation. Any changes in the terms, conditions or rates will be sent by either US mail and/or email. If you do not request that your service be discontinued, it will be conclusively presumed that you consent to the new terms, conditions or rates as notified.
- 10) Your signature on this agreement constitutes an offer to purchase services from GOWI. Acceptance by GOWI will occur when and only when the agreement is executed by GOWI.
- 11) **Should any dispute arise out of this Contract that results in arbitration or litigation, the prevailing party shall be paid his/her reasonable attorney fees and court costs. Venue for any dispute will be in Santa Clara County, California. In no event shall GOWI’s liability for breach of contract, negligence or gross negligence exceed the payments received for services, and acceptance of this limitation by the Customer is an express condition precedent to the formation of this Contract.**

CUSTOMER

GREAT OAKS WIRELESS, INC.

Signature

By _____

Its _____

Date

Date