

Terms of Service

This Service Agreement is entered into this day, _____, by and between Texas Cellnet, Inc, (“Company”) and _____, (“Subscriber”).

The Company agrees to provide, and the Subscriber agrees to receive, access to services according to the following terms and conditions:

1. Legal

- a. By using Texas Cellnet (Company) services, you (Subscriber) agree to be bound by the following terms and conditions (the "Terms of Service").
- b. Subscriber will use the services in a manner consistent with any and all public laws of the State of Texas and the U.S. Government.
- c. Subscriber expressly agrees that Company is not responsible for any damages arising from Subscriber's use, or inability to use, services for any reason at any time. The Subscriber should investigate and use security software on their connected devices to protect against malicious software found when browsing the Internet.
- d. Reselling service without the express, written consent from the Company or offering any public information service (e.g., web or ftp servers), is strictly prohibited and may result in the termination of service.
- e. The Terms of Service can be changed at Company's discretion, at any time. Updated Terms of Service are available at <http://www.texascell.net/terms-of-service>.
- f. Company reserves the right to suspend or cancel service for failure to comply with these Terms of Service.

2. Invoicing

- a. Subscriber agrees to pay for services by monthly bank draft or credit card charge. Monthly invoicing is also available by e-mail (no additional charge) or postal mail (additional \$1.00 charge per invoice).
- b. Periodicity for service contract may be monthly, quarterly or annually.

3. Fees

- a. An initial one-time fee is charged for customer premise equipment (CPE) and installation. Additional fees may apply for more complex installations if additional equipment is necessary for the installation. An itemized fee list will be quoted prior to installation.
- b. Monthly service fees are billed at the beginning of each month. If Company does not receive the full amount of monthly service fee due by the 25th of each month, a late fee of \$7.50 may apply. Please note there is no grace period.
- c. Subscriber agrees to pay the full amount of their service fee each month regardless of their perceived quality of service unless prior authorization has been granted by Texas Cellnet. Failure to remit the full monthly fee may result in suspension of service and/or cancellation of the account.
- d. Company reserves the right, in its sole discretion, to deactivate the Subscriber's account upon delinquency of payment for 30 days. Delinquency is determined based upon the issuance date of invoices (1st of each month). If Subscriber's account is terminated for delinquency, late fees will still apply. Request for resumption of services may be permitted upon receipt of all outstanding balances. An additional fee of \$25.00 may be assessed for resumption of services (re-connection charge).
- e. All accounts are assessed appropriate local and state taxes. The monthly service fee is tax-exempt per laws of the State of Texas (Comptroller Rule 3.366).

4. Warranty

- a. The Company's service is provided on an "as-is", "as available" basis.
- b. The Company gives no warranty, expressed or implied, for the services provided, including without limitation, warranty of merchantability and warranty of fitness for a particular purpose.
- c. This expressly excludes any reimbursement for losses of income due to disruption or quality of service.

5. Privacy

- a. Due to the public nature of the Internet, all information should be considered publicly accessible.
- b. Subscriber is advised to take precautions to prevent security breaches or viruses and that any important or private information should be encrypted for safe transmission.
- c. Company is not liable for protection or privacy of electronic mail or other information transferred through the Company's systems and should not be considered a secure means of communication.

6. Equipment Lease

- a. All Subscribers are required to lease the necessary wireless Internet equipment from the Company.
- b. The Equipment Lease covers all of the equipment required to access the Internet via the Company's network. This equipment specifically includes one (1) wireless Internet radio, one (1) antenna, one (1) mounting bracket and one (1) network cable. This equipment is collectively referred to as the CPE. Additional RJ-45 connections to additional Subscriber PC's are at Subscriber's expense.
- c. Equipment specifically NOT covered by the Equipment Lease includes, but is not limited to: tower structures, poles (extendable and non-extendable) and routers, switches or other network equipment.
- d. The Equipment Lease does not cover any damages to the Subscriber's property other than replacement of the CPE.
- e. Subscribers must use the CPE provided by the Company; no other Internet radios or antennas are supported by the Company's systems.

7. Technical

- a. It may be necessary for Company employees to examine system accounting logs and other records to resolve system problems.
- b. Company reserves the right to access the CPE electronically to resolve system problems or system errors.
- c. Any and all equipment installed remains the property of the Company at all times. At no time may the equipment be moved, transferred, assigned, tampered with or encumbered in any manner. At no time is the Subscriber to make any modifications to equipment and/or attachments.
- d. The Company may elect to take standard precautions against adverse electric conditions (e.g., poor line conditioning, lightning protection) but does so at its own discretion. Subscriber should take any and all precautions necessary to prevent such adverse conditions to prevent damage to Subscriber's interconnected equipment. Subscriber agrees to hold harmless Company from any and all adverse electric conditions to Subscriber's equipment that might result from using Company's equipment.
- e. Company can provide static IP addresses for an additional fee of \$5 per month, per IP address.

f. IP related Services shall not be used in a manner that interferes with any communications network or the usage or enjoyment of services received by others. If your IP address is found to be the originator of any spam, virus, or "Peer to Peer" related violations, your service will be disrupted until we can resolve the issue. File sharing is strictly prohibited and not supported due to the negative impact on wireless networks.

g. If subscriber requests a service call, after the company verifies that the link between the tower and the client's location is functioning properly, a service call fee may apply.

8. E-mail

a. E-mail accounts are included in all service packages.

b. Sending unsolicited e-mail of any kind is strictly prohibited.

c. In the event Company determines that an account is exceeding disk utilization, the account owner will be notified by e-mail. If the excess use continues for more than 48 hours after such notification, Company may take action to bring the account within its limit. If excessive disk utilization is determined to adversely affect Company's ability to provide service, immediate action will be taken up to and including the disruption of the Subscriber's e-mail service.

9. Cancellation

a. The Company reserves the right to terminate any account for any reason at any time.

b. This Agreement can be cancelled by Subscriber with written notice or e-mail notice to the Company. Service will be terminated within 5 working days and fees for service will accrue up to the date of termination. Any fees due will be due as of the termination date.

Subscriber:

Mailing Address:

Date:

Texas Cellnet

ADVANCE REPLACEMENT AGREEMENT



Between Texas Cellnet and

CUSTOMER Name: _____

CUSTOMER Address: _____

City: _____ State: _____ Zip: _____

Contact: _____ Email: _____

Phone: _____ Fax: _____

Our Warranty to You

Texas Cellnet, Inc. (TCI) warrants your Customer Premise Equipment (CPE) to be free from manufacturer defects in material and workmanship for a period of 5-years from the date of the original installation. If a TCI certified technician discovers a defect covered by this warranty, TCI will repair or replace the CPE at our option using new or refurbished components and following the limitations of this warranty may charge to the CUSTOMER the manufacturer's wholesale price for replacement (see prices below).

This warranty covers defects in manufacturing that arise from the correct use of the device. The warranty also covers the normal wear and tear on covers, cases, housing, connectors, and accessories. It is limited and does not cover damage caused by abuse, misuse, unauthorized modification, lightening or power surge damage, extreme heat or cold, and corrosive environments. The warranty does not apply to any CPE with a missing, altered, or defaced serial number.

Limits of this Warranty

If this CPE fails or does not perform as warranted TCI will 1. test or troubleshoot, 2. try to repair, or 3. return the CPE to its manufacturer for testing and repair. We will not be liable to you or anyone else for any damages that result from the failure of this CPE. These damages include, but are not limited to, the following: lost profits, lost data, damage to other equipment, and incidental or consequential damages arising from the use of or inability to use this CPE. Express or implied warranties are disclaimed.

TCI specifically disclaims all other warranties, expressed or implied, and the user shall deem the installation or use of this CPE an acceptance of these terms.

Prices:

Radio..... \$199.95

CUSTOMER
(address above)

Authorized Signature

Print Name: _____

Date: _____