

Wireless Internet Service Agreement

By establishing an account or using the services of Gardonville Cooperative Telephone/Wisper Next Wireless Internet, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to customers subscribing to Gardonville Cooperative Telephone/Wisper Next Wireless Internet Service (hereinafter referred to as "Wisper Next Wireless Internet"). This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing Wisper Next Wireless Internet Service, subscriber agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as Wisper Next Wireless Internet may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern. In the event that any portion of this Agreement is altered or changed by Wisper Next Wireless Internet, the latest shall be available at www.gctel.com. Changes shall be effective when posted.

Billing/Payment Policies & Terms

Billing is done once per month; full payment is due net 15 days from the date of the invoice. Payments can be made in person, by mail, paid online or paid via auto pay. A late payment charge of 1.5% per month (18% per year) will be applied to any amount past due. The minimum late payment charge is \$1.00 and shall be assessed on any account not paid by invoice due date. Accounts remaining unpaid for thirty (30) days or more shall be deemed delinquent. Delinquent accounts shall be placed on accounting hold and services to the subscriber shall be suspended until the account is paid in full. For any Subscriber's account that has been placed on suspended service, Wisper Next Wireless Internet reserves the right, at its sole discretion to charge an eighteen dollar (\$18.00) reconnection charge to the Subscriber's account to reactivate the Subscriber's services which must be paid in full to reactivation. Any balance not paid as agreed will be turned over to a collection agency.

A twenty-five dollar (\$25.00) fee will be added to the Subscriber's account for payments returned due to non-sufficient funds (NSF). We will only accept cash or credit card when paying accounts which have been previously returned due to NSF.

Billing/Payment Policies & Terms

We only give account information to the registered account holder. Please make sure to add additional names to the account if you want specific people to have access to your account. Giving others access to your account allows them to inquire and/or make changes to the subscriber's account.

Installation

If the Twelve (12) Month Service Agreement is selected, the installation fee will be fifty-nine dollars and ninety-five cents (\$59.95). However, if service is terminated, for any reason, prior to the end of the twelve (12) month term then an early termination fee of ninety-nine dollars and ninety-five cents (\$99.95) will be assessed to the Subscriber's account. Installations without a Twelve (12) Month Service Agreement will be billed an installation fee of ninety-nine dollars and ninety-five cents (\$99.95) and will not be assessed early termination fee.

Termination

Wisper Next Wireless Internet reserves the right to terminate this agreement, your password, your account, or your use of the Internet Service, at any time, for any reason without prior notice, including, but not limited to, if Wisper Next Wireless Internet, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Wisper Next Wireless Internet may provide termination notice to you via your monthly invoice.

Termination by Wisper Next Wireless Internet for violations of this Agreement, Wisper Next Wireless Internet's Acceptable Use Policy or any other applicable user policies or for failure to pay any charges when due shall be subject to the termination fee as described above.

Additional Fees

In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included with the standard install.

Equipment and Scope of Work

All equipment, modems, subscriber modules, antennas and standard mounting equipment furnished by Wisper Next Wireless Internet will at all times remain the property of Wisper Next Wireless Internet. Subscriber agrees to take reasonable care of the equipment and agrees not to open, take apart, or alter the equipment in any way. Subscriber may not sell, transfer, lease, encumber or assign all or part

of the equipment to any third party. Subscriber shall pay the full retail cost of the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by Wisper Next Wireless Internet in obtaining or attempting to obtain possession of any such equipment, including reasonable attorney fees. On expiration or termination of this Agreement, Subscriber authorizes Wisper Next Wireless Internet to retrieve from the Subscriber's premises any outside equipment that is owned by Wisper Next Wireless Internet and Subscriber agrees to promptly return inside equipment that is owned by Wisper Next Wireless Internet.

Standard Maintenance

Wisper Next Wireless Internet connection point ends at the Subscriber module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Wisper Next Wireless Internet's network and backbone connectivity.

If your connection ceases to function properly but Wisper Next Wireless Internet's network is still functioning properly, a technician will troubleshoot during normal business hours (8:00 AM-4:30 PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the Not covered by Standard Maintenance section, standard hourly rates apply.

Not Covered by Standard Maintenance

Repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system such as, but not limited to, failure of or faulty electrical power, operator error or malfunction of Subscriber's computer and/or peripheral equipment, including Subscriber owned routers, or from any cause related to, or other than, the intended ordinary use are not covered by Standard Maintenance.

Indemnification/Release

Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Wisper Next Wireless Internet, its affiliates, officers, directors, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Wisper Next Wireless Internet's services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Wisper Next Wireless Internet's service from any source or to any recipient. Subscriber further releases Wisper Next Wireless Internet from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Wisper Next Wireless Internet systems and/or the wireless network. Subscriber's release of Wisper Next Wireless Internet includes any actions or inaction by Wisper Next Wireless Internet which amount to negligence. Subscriber further agrees to indemnify and hold harmless Wisper Next Wireless Internet from and against any and all claims, actions, causes of action, loss or damages including attorney fees which in any way arise from Subscriber's installation of, use of, termination of, Wisper Next Wireless Internet services herein.

Disclaimer

Wisper Next Wireless Internet assumes no responsibility for the content contained on the internet or otherwise available through the wireless network or from any source accessible via Wisper Next Wireless Internet services. Wisper Next Wireless Internet discloses and Subscriber acknowledges that there may be content on the internet or otherwise available through the services provided by Wisper Next Wireless Internet which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to, pornographic, or otherwise inappropriate or sexually explicit offensive content. Subscriber acknowledges to Wisper Next Wireless Internet that its use of Wisper Next Wireless Internet service to access information, content or other services is at its own risk.

Governing Law and Venue

The laws of the State of Minnesota shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be conducted in Douglas County, Minnesota.

Binding Arbitration

Any dispute, claim or controversy, excluding debt collections disputes and activities, arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this arbitrator clause, shall be determined by binding arbitration. Judgment on any award made by the arbitrator may be entered in any court having jurisdiction. The judgment of any such arbitration award shall be binding on the parties.

Customer Agreement

The customer agrees they will read the Acceptable Use Policy section on the Wisper Next Wireless Internet website. The customer assumes all liability of providing a computer or device capable of using the IP protocol over Ethernet.

Entire Agreement

This Agreement, in combination with the Acceptable Use Policy and other policies posted directly and publicly on the Wisper Next Wireless Internet website, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

Residential packages are for single-family residence and/or home-office use only. Internet sharing is allowed only within the boundaries

of the residence. Business packages are for a single business or hotel property only. WiFi sharing with guests or customers of businesses or hotels is permitted when the business's guest or customer is at the business or hotel location, but not with anyone not on the property of the business. Allowing others to use this connection via wired, wireless (Wi-Fi or other technology) or by other means will result in immediate disconnection. Reselling this service will result in immediate disconnection. However, businesses may set up a Wi-Fi hotspot with permission from Wisper Next Wireless Internet. This is only allowed on a case-by-case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the subscriber's allotted email space, may, at Wisper Next Wireless Internet's discretion, be transferred to a compressed temporary file or storage. Wisper Next Wireless Internet may delete the temporary files from the server after notifying you.

Monitoring of Service

Wisper Next Wireless Internet has no obligation to monitor the Service, but may do so from time to time. Wisper Next Wireless Internet will not disclose any personal or identifiable information to any other party unless it is legally obligated to do so, including, but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly, or to protect itself and its interests.

Wisper Next Wireless Internet may immediately remove your material or information from Wisper Next Wireless Internet's servers, in whole or in part, which Wisper Next Wireless Internet, in its sole and absolute discretion, determines to infringe on another party's proprietary rights or to violate our Acceptable Use Policy.

Abuse of Service

The following actions shall be considered to be an abuse of service and a violation of the Agreement: 1) Any use of the system that disrupts the normal use of the system for other subscribers. 2) The propagation of computer worms, viruses, spyware, adware or the use of the network to make unauthorized entry to any other computer systems, Wisper Next Wireless Internet equipment, or other communication devices or resources of others. 3) The use of Wisper Next Wireless Internet's services by Subscriber to modify, alter, reverse engineer, decompile disks or disassemble any proprietary work, in whatever form. 4) The failure of any Subscriber running IPX to use an IP tunneling protocol. 5) The broadcast of Routing Internet Protocol (RIP) or any other inter-router protocol by Subscriber. 6) Failure to obey all terms set forth in the Acceptable Use Policy. Any Subscriber deemed by Wisper Next Wireless Internet to be in violation of this section is subject to immediate termination by Wisper Next Wireless Internet.

Additional Clarifications, Terms and Conditions

Username, passwords and email addresses at gctel.net, gctel.com and wisper-wireless.com are Wisper Next Wireless Internet's property and Wisper Next Wireless Internet may alter or replace them at any time.

Wisper Next Wireless Internet has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 2 working days, your account can be credited for the outage. If the Service is interrupted for more than an aggregate of 24 hours in any given month, term contracts may be canceled without penalty.

Wisper Next Wireless Internet cannot be held liable for any type of loss, or consequential damages, whether actual or perceived, due to a lack of service. Subscriber understands that service will be interrupted from time to time for various reasons including maintenance, upgrades and power outages. There will be no warning for some outages.

30 Day Policy

Subscriber understands that if Subscriber is not completely satisfied with Wisper Next Wireless Internet Service then Subscriber may, within the first 30 days of receiving the Service, terminate service without being subject to an early termination fee and the terms of this Agreement shall be null and void. However, Subscriber will be subject to an installation fee of ninety-nine dollars and ninety-five cents (\$99.95).

Print Billing Name on Account: _____ **Date:** _____

Authorized Account Signature: _____

Service Address: _____

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