

## AGREEMENT FOR PERSONAL WIRELESS ACCESS SERVICE

This is an Agreement for Wireless Access Service ("Service") between the party whose name appears on the Subscriber Service Order or Sales Order Form and Country Connections LLC., 36 Washington Square, Washington Court House, Ohio 43160. In this document, "you" or "your" refers to the individual or entity who signs this Agreement, and "we," "us," or "our" refers to Country Connections LLC. Unless otherwise specifically defined herein, the terms "Wireless" and "Service," as set forth in this Agreement.

### I. ASSUMPTION OF SERVICE

If at any time you elect to have your service assumed by some other person or entity, you will still remain responsible for any and all charges incurred under this Agreement. No assumption of Service will be effective without Country Connections LLC consent.

### II. TERMS AND CONDITIONS OF SERVICE

This Agreement shall take effect when we have approved your request for Service and installed and tested your connection and activated your service. **Important: Regardless of the Service Plan you selected, you agree to the Service Term (the "Minimum Term") stated on your wireless invoice/proposal. Service Terms are either two (2) years, three (3) years or Month-to-Month. The Minimum Term starts when this Agreement takes effect.** Regardless of the type of Service Plan you have selected, the Agreement shall remain in effect throughout the defined Minimum Term.

**RATES AND CHARGES:** You agree that as long as you subscribe to our Service, you will pay the applicable Service rates (Monthly Service Rates and local byte Rates) for the Service Plan you select, along with all charges properly billed to your account. Such charges include (but are not limited to) an activation fee and recurring monthly service fees, applicable byte charges, applicable late payment charges, auxiliary service charges, interconnect fee, taxes, and ANY APPLICABLE EARLY CANCELLATION FEES. Recurring monthly service charges will also be billed monthly in advance. Charges are billed for each use of our system that is rated for byte, including both bytes transmitted and receive.

Customers must review their billing statements and notify Country Connections LLC of any discrepancies within 30 days after the date of the disputed statement. Country Connections LLC will issue no billing credits for discrepancies raised more than 30 days after the date of the disputed statement.

**LATE CHARGES:** Payment of your Service bill is due on the last day of the month previous to the month of service.

**CHANGES:** Country Connections LLC can modify or amend this Agreement at any time by sending you notice in your monthly bill or to your assigned Country Connections LLC E-Mail Address, or separately. If you do not agree to the changes made to this Agreement, you must notify us in writing to cancel Service within thirty (30) days of our notice to you and pay all outstanding charges owed to Country Connections LLC including refunding the unearned portion of any promotional value you received from Country Connections LLC; otherwise you will be conclusively deemed to have agreed to the changes described in our notice. Such changes may include, without limitation, rates and charges, byte allotments, usage rules, deposits, Service Plans, billing practices, late charges and any or all other terms and conditions of this Agreement

**EARLY CANCELLATION FEE:** Early Cancellation Fees vary according to the Minimum Term chosen. If you select a month to month plan and cancel Service your access will remain active till the end of your service time. You will not be responsible for an **Early Cancellation Fee**, but will be responsible for all other outstanding charges on your account. If you select any other Service Plan and cancel Service during your Minimum Term, then you are responsible for paying for your used access at the month to month rate for your plan. You will also be required to pay an **Early Cancellation Fee** of 50% of twelve (12) month Service Plan rate, or the balance of twelve months not used, in addition to all other outstanding charges on your account. Early Cancellation Fee shall not exceed \$250.

**DEPOSITS:** We may require a **deposit** as security for the payment of Service charges. A deposit is not a prepayment for any Service. We will pay simple interest on a deposit from the date it is received until it is returned to you or your Service is terminated. We may apply the deposit at any time to any amount due and unpaid. On demand, you must pay any amount necessary to maintain the deposit at the initial level, along with any additional amount required to guarantee the payment of charges. **REFUND OF DEPOSIT:** Your deposit plus interest will be **refunded** after twelve (12) months if **all** of the following conditions are met: (1) all bills have been paid in full by the due date; (2) Service has not been suspended or disconnected for non-payment; (3) you have not used a scheme to obtain Service without payment. Refunds will be made by means of a credit of your oldest outstanding Service bill(s) after the end of the twelve (12) month period; at your request, any remaining credit balance (if at least \$5.00) may be refunded by check.

**Installation Fee:** The Installation is to cover the cost of site survey, equipment set up, and the cost of installing the average customers site. Additional installation charges maybe incurred because of location, time requirement, or unforeseen installation problems. Installation fees do not entitle the customer to any ownership of the equipment. All equipment, cabling, routers and switches provide by Country Connections LLC or its

predecessor In-touch Internet Net *Services* are the property of Country Connection LLC.

**RENEWALS AND/OR CHANGES:** At the end of your Minimum Term your access will be renewed on the current Service Rate Plan for successive one (1) month terms until you either instruct us to change your Service Plan, renew your Service Agreement, or disconnect Service.

**FEATURES AND OPTIONS:** Features and options selected other than those included with your Service Plan, if any, are subject to monthly fees and are in addition to your Monthly Service Rates, charges, taxes, and tolls. Not all features and options are available in all Service Areas.

**CANCELLATION OF SERVICE:** If you selected the Month-to-Month Minimum Term, you may cancel Service by notifying us of your intention to do so. **This right of cancellation is not available to anyone selecting a Term Service Plan, except as otherwise provided above.** To reinstate Service, a deposit may be required. If you use the Service in a manner that adversely affects our Service to other customers, we may cancel your Service without notice. Furthermore, the operating characteristics of your wireless access must not interfere with the Service we offer to our customers. Service shall not be used for any purpose that violates the law or in any manner which interferes with the use of Service by other customers. Unlawful or interfering uses are grounds for cancellation of your Service. We can also cancel your Service if you have made any false statement for purposes of inducing us to extend Services to you. We may also cancel this Agreement if wireless service ceases to be available from the Country Connections LLC because of reason beyond our control.

**IF YOU WANT TO CHANGE SERVICE PLANS:** If you change to a lower priced Service Plan within your Minimum Term a **\$50.00 Early Transfer Fee** will be charged to your account. When changing Service Plans you may only avoid the Early Transfer Fee by changing to a higher priced Service Plan. Remember, in addition to all other outstanding charges on your account, you will always remain liable for the applicable Early Cancellation Fee unless you complete the Minimum Term in which you change Service Plans. If you change Service Plans you must complete your current Minimum Term to avoid an Early Cancellation Fee unless you change to a new Service Plan with a Minimum Term that is greater than the amount of time remaining on your current Minimum Term.

**DEFAULT:** If you do not pay charges owed to Country Connections LLC within 15 days of due date or if you violate any of the terms of this Agreement, in addition to any and all rights and remedies available to us by law or equity, we have the right to discontinue or restrict any and/or all of your Country Connections LLC Service Points (whether for wireless, dial-in or any other service) either temporarily or permanently. In either case, we shall not incur liability whatsoever. If we refer your account to an attorney or agency for collection, you agree to pay our actual collection costs, including court costs and reasonable attorneys' fees, unless prohibited by law. For each check returned unpaid, we will impose a charge of \$25.00 or the highest amount that is allowed by law, whichever is less. If your Service is disconnected for non pay, a restoration fee may apply. Additionally a deposit may be required.

**ACCESS NUMBER:** You have no property right or interest in your access number. We reserve the right to change your number or to assign it to someone else when we alone consider such a change or assignment necessary to the conduct of our business.

**AVAILABILITY:** Country Connections LLC will use its best efforts to provide you with quality Service, without interruption. Service is subject to transmission limitations caused by atmospheric and various other conditions beyond our control. Service may be temporarily unavailable or limited because of the wireless system's capacity limitations. Service to any or all customers may be temporarily interrupted or curtailed because of equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of Service.

Service is furnished for your use. You are responsible for payments of all Service charges properly billed to your access account.

Where subject to state regulations, service is offered pursuant to tariffs on file with the local regulatory commissions. Unregulated service is offered pursuant to such terms and conditions as may be determined from time to time by local wireless service providers.

**Acceptable Conduct Policy:** Acceptable Conduct Policy (the "Policy") for Country Connections LLC Products and Services is designed to help protect Country Connections LLC, Country Connections LLC customers and the Internet community in general from irresponsible or, in some cases, illegal activities.

Customers shall not, nor shall they permit or assist others to abuse or

- a. fraudulently use Country Connections LLC Products and Services, including but not limited to the following:
- b. Sending unsolicited e-mail that causes complaints from the recipients of such unsolicited e-mail; or,
- c. Mail bombing (sending large quantities of unwanted or unsolicited e-mail to individual e-mail accounts); or,
- d. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "spoofing"); or,
- e. Obtaining or attempting to obtain service by any means or device with intent to avoid payment; or,
- f. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any Country Connections LLC customers or end-users by any means or device; or,

- g. Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any Country Connections LLC customers or end-users; or,
- h. Using Country Connections LLC Products and Services to interfere with the use of Country Connections LLC network by other customers or authorized users, or in violation of the law or in aid of any unlawful act.
- i. User access to this system is for the private/single use of the User. Users will not allow any other person to use his/her name and/or password to gain access to these services. Registered users will take full responsibility for all action(s), direct or indirect.
- j. Multi user customer are responsible for the activities of its users and, by accepting service from Country Connections LLC, is agreeing to ensure that its users abide by this Policy. If irresponsible or illegal activity occurs, then the Country Connections LLC customer's Products and Services may be subject to termination or other action as Country Connections LLC deems appropriate without notice.
- k. Users may not sell, lease, trade, transfer or give away their access time or bytes.

As stated in the terms and conditions for Country Connections LLC Products and Services, Country Connections LLC has the right to terminate the account of an offending customer or take other action as Country Connections LLC deems appropriate without notice (e.g., address filtering).

The User does not hold Country Connections LLC, or any other users responsible for the fitness of any files or programs downloaded from the Internet, for any or all damage incurred while using said programs, or time, damages, losses, either direct, indirect or consequential as a result of connection to/with this system.

User's access to this service is at the sole discretion of Country Connections LLC system operator. Violation of rules, and policies set forth herein may result in the user being denied access, temporary or permanent, regardless of previous user fees or security status.

Country Connections LLC reserves the right to modify this Policy at any time.

### **III. LIMITATION OF LIABILITY**

OUR ONLY LIABILITY TO YOU IS AS FOLLOWS:

IN NO EVENT SHALL WE BE LIABLE FOR INTERRUPTIONS OR DELAYS IN TRANSMISSION OR FOR ERRORS OR DEFECTS IN TRANSMISSION. NOR FOR FAILURE TO TRANSMIT WHEN ANY SUCH PROBLEMS ARE CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES OR BY OTHER CAUSES BEYOND OUR CONTROL. NO CREDIT ALLOWANCE WILL BE GIVEN FOR INTERRUPTIONS CAUSED BY YOUR NEGLIGENCE OR BY YOUR WILLFUL ACTS, OR FOR INTERRUPTIONS CAUSED BY FAILURE OF SERVICE OTHER THAN OUR SERVICE, OR EQUIPMENT FAILURE OF ANY KIND.

IF SERVICE IS EVER INTERRUPTED FOR REASONS BEYOND YOUR CONTROL, AS YOUR SOLE REMEDY, WE WILL MAKE A CREDIT ALLOWANCE, AT YOUR REQUEST, IN THE FORM OF A PRO RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES WE BILL YOU. THE PRO RATA ADJUSTMENT WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION (MEASURED IN 24-HOUR DAYS FROM THE TIME THE INTERRUPTION IS REPORTED TO US) BY A STANDARD 30-DAY MONTH AND THEN MULTIPLYING THAT RESULT BY OUR FIXED MONTHLY WIRELESS SERVICE CHARGE FOR EACH INTERRUPTED ACCESS NUMBER. INTERRUPTIONS OF LESS THAN TWENTY-FOUR (24) HOURS TOTAL DURATION WILL NOT BE CREDITED. IF ANY INTERRUPTION LASTS MORE THAN TWENTY-FOUR (24) HOURS, ADDITIONAL PERIODS OF LESS THAN TWENTY-FOUR (24) HOURS BUT MORE THAN TWELVE (12) HOURS LONG SHALL BE CONSIDERED ADDITIONAL DAYS. IN NO CASE SHALL THE CREDIT EXCEED THE MONTHLY SERVICE CHARGE. THIS IS OUR COMPLETE AND ONLY LIABILITY TO YOU FOR SERVICE INTERRUPTION.

IT IS THE CUSTOMER'S RESPONSIBILITY TO CONFORM TO ALL LAWS OR REGULATIONS AND THE CUSTOMER SHALL INDEMNIFY In Touch FROM CLAIMS ARISING FROM ANY SUCH UNLAWFUL USE. IN NO EVENT SHALL In Touch BE LIABLE FOR LOST PROFITS, ACTUAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

WARRANTY LIMITATIONS: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED.

### **IV. ENTIRETY OF AGREEMENT**

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, either express or implied, other than herein set forth, shall be binding upon either party.

**Severability.** Every provision of this Agreement is severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity, legality or enforceability of the remainder of this Agreement.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

**Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Members and their respective successors and assigns.

**Captions.** The captions contained in this Agreement are for reference purposes only and are not intended and shall not be deemed to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

**Forum.** Subscriber agrees that to the extent permissible by law, any and all legal actions shall be limited to jurisdiction in Fayette County, City of Washington Court House, Ohio.

## SIGNATURES

IN WITNESS WHEREOF, this Agreement has been executed by the Subscriber

as of this date \_\_\_\_\_, \_\_\_\_\_, 2012.

Service level: Basic \_\_\_ Plus \_\_\_ Premium \_\_\_ Gamers add-on \_\_\_ Business add-on \_\_\_  
2 yr Contract \_\_\_ 1 Yr Contract \_\_\_\_\_. Phone Service Y N , Phone number \_\_\_\_\_ ported Y N  
Radio IP \_\_\_\_\_ Bridged Y N Radio *readings Noise* \_\_\_\_\_ Signal \_\_\_\_\_ Pictures taken \_\_\_  
Yard Sign \_\_\_ Trash picked upped \_\_\_ Labels put on cables \_\_\_ Customer informed of how to reboot system \_\_\_  
Give customer our phone number \_\_\_ Electric tested Y N , Ground block Y N , Surge protector provided Y N  
Wireless Router provided Y N Make \_\_\_\_\_ ID/PW \_\_\_\_\_ Channel \_\_\_\_\_

Email address (Print) \_\_\_\_\_ referred by \_\_\_\_\_

Print cust name \_\_\_\_\_ Address \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Country Connections LLC Rep (print)1 \_\_\_\_\_ 2 \_\_\_\_\_ Date \_\_\_\_\_

Country Connections LLC signature \_\_\_\_\_

Amount paid \_\_\_\_\_ Check # \_\_\_\_\_ Set up auto pay \_\_\_ Email billing \_\_\_ Paper billing \_\_\_ (Plus \$3.00)

Residential Use \_\_\_ Business Use \_\_\_ Sales Tax Exempt form signed \_\_\_

Rules and Policies are subject to change without notice. It is the responsibility of users to check their e-mail accounts for any notices or changes that may affect their Country Connections LLC accounts.

If you have questions about this agreement contact us at 1.800.549.6535 for assistance.