ISP Management, Inc.

302 W. Center Street

Alma, MI 48801-2209

(989) 466-6104

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Name: \*|ACCOUNT\_NAME|\*

Address: \*|ACCOUNT\_ADDRESS|\*

Non-Refundable Standard Professional Installation Fee: \_\_\_\_\_$169.00\_\_\_\_(May qualify for promotional discounts subject to Term Commitments and / or Minimum Subscription Levels)

\*Set up costs refers to the administrative costs necessary to register you as our client and it includes some telephone support for the initial setup.

**Please read the statements below: Please sign below if you agree and accept the terms and conditions listed below.**

\_\_\_\_X\_\_\_\_ The customer agrees completely with the location and nature of the installation and the signal readings have been fully explained by the technician.

\_\_\_\_X\_\_\_\_The customer acknowledges that the installation is an irreversible process and that ISP Management Inc. (hereafter referred to as “the ISP”) will not be held responsible for any damages during or after the installation. The ISP is granted 24/7 access to our equipment to service, upgrade or repossess.

\_\_\_X\_\_\_\_\_ The ISP retains ownership of all equipment used in the installation. Customer must return equipment if service is terminated for any reason. Customer may opt to prepay a $49.99 Equipment Recovery Fee to have an ISP Technician retrieve ISP issued equipment. Customer acknowledges and agrees to pay actual replacement costs for unreturned ISP equipment within 30 days of cancellation or delinquency.

\_\_X\_\_\_\_\_\_ The customer agrees that damage to rented equipment entrusted to them caused by misuse, neglect, power surge or anything beyond normal usage (including forces of nature) would be the customer’s responsibility to replace or repair. Damage incurred from power surges or lightning nullifies the manufacturer warranty, so the customer is responsible for the replacement or repair of damaged equipment. The ISP is not responsible for any environmental changes that may take place which may affect your service.

\_\_X\_\_\_\_\_\_ **Contract Termination**: Billing shall not cease and Contract will remain in full force and effect until Customer fully satisfies the following 3 requirements: 1) proper advanced written notice of cancellation, 2) account paid and in good standing though termination date and 3) all equipment provided by ISP Management Inc. is satisfactorily returned to ISP Management Inc., in working order, normal wear and tear accepted. Customers desiring to cancel service **must** submit a signed, written notice of cancellation in advance of the termination date. Termination date shall be established as the final day of the billing cycle following the full satisfaction of the prerequisite conditions defined above. Services are purchased in monthly increments and shall not be prorated. ISP Management Inc. reserves the right, at its sole discretion to cancel customer subscription at any time.

\_\_\_X\_\_\_\_\_\_\_ Automatic-Payment discount ONLY applies to enrolled accounts whose remittance fully satisfies account balance electronically and automatically on or before the due date. Check payments, cash payments, manually generated online payments, declined payments or payments returned for any reason or payments received after the due date are not eligible to receive the Automatic-Payment discount and will be disqualified on a per occurrence basis.

\*\*I have read the Terms and Conditions and Interactive Account Policies of the ISP and agree to abide by all the terms stated herein. I understand that I am solely responsible for all actions performed with my account by me, or any person using my account with or without my permission. I further understand that the ISP accepts no liability whatsoever for any illegal acts performed with my account. I further indemnify the ISP from any liabilities that may arise due to such use. I am at least 18 years of age. Please see the back of this form for more policy information.

DATE: \_\_\_\_\_\_\*|DATE|\*\_\_\_\_\_\_

**Service and Account Policy**

1. ISP Management, Inc., ISP Wireless Group, Inc. and its subsidiaries, affiliates, successors, assigns and other organizations or entities that ISP Management provides network services, either retail or wholesale hereafter known as the ISP, services may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyright material, material legally judged to be threatening or obscene, or material protected by trade secret. The ISP will cooperate with local and federal authorities on violations of local, state and federal laws by users of this system. Any such violation known to the ISP will be reported to the appropriate agency and changes may be filed. You agree to indemnify and hold harmless the ISP from any claims resulting from your use of the service, which damages you or another party.
2. The ISP exercises no control whatsoever over the content of the information passing through the ISP computer and data systems. The ISP makes no warranties of any kind, whether expressed or implied, for the service it is providing. The ISP also disclaims any warranty of merchantability or fitness for a particular purpose. The ISP will not be responsible for any damage you suffer. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its own negligence or your error or omissions. Use of any information obtained via our service is at your own risk. The ISP specifically denies any responsibility for the accuracy or quality of information obtained through its services.
3. Any access to other networks connected to the ISP’s network must comply with the rules appropriate for that other network. Use of our services itself may be for any lawful purpose. Use of our services for lawful commercial purposes is both permitted and encouraged within the realms of your account or service scope. Connectivity is provided for your organization only. Resale or use of the connection by another organization or party is prohibited.
4. Accounts are in default if payment is not received by due date of invoice. If your payment is returned to us unpaid, you are immediately in default and subject to a returned check charge up to $35.00. Accounts unpaid ten days after due date of invoice may have their service interrupted. Such interruption does not relieve you from the obligation to pay the monthly charge. Accounts in default are subject to a collection fee, a late payment fee, and an interest charge of 1.5% per month on the outstanding balance. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. Accounts in default may be subject to further collection action. If you default, you agree to pay the ISP its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its right under these Terms and Conditions.
5. ISP Management Inc. reserves the right to change the rates and otherwise modify these Terms and Conditions by notifying you 14 days in advance of the effective date of the change. Prepaid services are non-refundable.
6. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of the ISP Services constitutes acceptance of these Terms and Conditions.
7. **Interactive Account Policies**
8. By utilizing the ISP network to transmit and receive data, all users agree to abide by all policies set forth by the owners, and all laws governing the use of computers and telecommunications in the United States. Any violation of these rules and/or laws will be punished by removal from the system, and if applicable, a lawsuit against the user(s).
9. Pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C 2510 et seq.), notice is hereby given that there are NO facilities provided by the ISP for sending or receiving private or confidential electronic communications. The System Administrators of this system reserve the right to delete or cancel mail, news, or any other electronic communications if the need arises for its own or another user’s protection.
10. “Denial of service” attacks are not permitted. A denial of service attack is using the system in any way that denies other users resources from the system. These attacks include, but are not limited to, excessive disk space usage, excessive memory usage, and programs that are recursive in nature so that they will fill a process table. Programs or processes designed to enable a user to stay connected while idle are strictly prohibited. Excessive use of a dial up account, defined as an average of 300 hours per month, for two consecutive months, will be billed as a dedicated account.
11. Users who purchase accounts with access to modem ports may use only one port at a time. Using a modem port not allocated for your connection will be deemed a “Denial of service” attack. See Above.
12. All accounts are purchased for the use of individuals. Unauthorized use of accounts by individuals not purchasing the account is strictly prohibited and will result in account termination. Accounts designed for multiple users will exempt from this policy.
13. Annoying, slandering, or threatening other users is not permitted.
14. Users may not run programs that attach to unauthorized network ports without permission.
15. Users may not attempt to bypass system accounting, record keeping, or account limitations in order to gain services freely. This will be considered theft of services and will be prosecuted as such.
16. Internet etiquette should be observed at all times. If a user causes a problem on the Internet, we reserve the right, without notification, to remove the user’s account (including, but not limited to email, files, and jobs).
17. When using the ISP services, you must adhere to the Acceptable Use Policy (AUP). This document is both online and available in written form on request. When traversing other networks, you must adhere to the policies outlined in the said networks AUP. If you cannot locate the AUP for the network, contact your System Administrator for help.
18. Advertising for businesses (sole-proprietorship, partnership, or corporations) is strictly limited to accounts that are set up for advertising. Even then, direct mailing and unsolicited postings of advertisements are strictly forbidden unless a particular forum is specifically sanctioned for advertising.
19. The ISP reserves the right to deny services to anyone for any reason.
20. There will be a $150.00 cleanup fee for sending unsolicited messages to either Usenet Newsgroups or e-mail. I also agree to pay for any damages that ISP incurs as a result of unsolicited messages.