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Internet Service Agreement and Terms of Service

This Agreement to provide Internet Service by Northern Nevada High Speed Internet (“NNVHS”), to the Customer named below (“Customer”), is a month-to-month Service Contract and may be cancelled at any time pursuant to the Termination of Service provisions contained herein.

In accepting Internet Service from NNVHS, Customer agrees: to pay an **installation fee** of \$_____ (see last page); to pay a **monthly fee** of \$_____ for Internet Service; and to agree to and abide by the Provisions and Terms of Service in this Agreement.

NNVHS agrees: to provide Internet Service to Customer at a speed of up to _____ Mbps (download); and to agree to and abide by the Provisions and Terms of Service in this Agreement.

This Agreement is entered into between Northern Nevada High Speed, LLC and:

Customer Name (printed)

Address

City

State

Zip Code

Billing Address (if different)

Phone Number(s): _____

Email Address: _____

NOTE: billing statements will be sent to this email address

- please sign on last page -

ADMINISTRATIVE USE BELOW:

Date: _____ Tower: _____ 1yr: 2yr: Account: _____ UISP:

Amount: \$_____ Cash: Credit Card: Check: _____ QB: Inv: M/L:



SERVICE PROVISIONS:

1. Internet Service

NNVHS shall provide a fixed wireless connection between the Internet and the Customer's router or computer ("Internet Service").

2. Speed Claims and Disclaimers

NNVHS will put forth its best reasonable effort to maintain Internet speeds and to provide use of Internet Service on a 24/7 basis as feasible. Customer agrees to receive notifications via Email and/or Text/SMS regarding any service disruptions due to maintenance and/or upgrades. Speed claims and uninterrupted use of service are NOT guaranteed. NNVHS is not responsible for acts of God, weather, and/or power outages which may disrupt the Internet Service.

3. Equipment & Installation

- a. Customer agrees to pay an installation fee for Internet service installed by NNVHS. Customer will only use the equipment provided by NNVHS and will not modify nor alter this equipment. Customer must provide their own router. **Customer MUST also provide a new surge protector to power the equipment to prevent damage due to power outages, spikes and surges.** Failure to do so will render Customer liable for any equipment damages.
- b. NNVHS will install the equipment (typically a microwave antenna, mount and power supply) and cabling necessary for access to the Internet Service. NNVHS shall have full ownership of installed equipment and shall maintain this equipment for the duration of this agreement. NNVHS will also setup Customer's router upon initial installation as part of the installation fee. Customer acknowledges and agrees that NNVHS will be required to access their premises and router in order to install, maintain and/or remove the components necessary for the Internet Service.
- c. Customer will return all equipment upon termination of service. Customers not returning the equipment after termination of service will be charged a fee of up to \$300 and any legal and/or collection costs incurred.
- d. NNVHS SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION DAMAGE TO THE CUSTOMER'S PREMISES, ROUTER OR COMPUTER, OR LOSS OF SOFTWARE, DATA, OR OTHER INFORMATION FROM THE CUSTOMER'S COMPUTER.



SERVICE TERMS:

1. Fees & Billing

Internet Service is provided on a month-to-month basis from the 1st to the end of the month with payment due for the currently billed month on or before the 10th of each month. Billing statements will be sent to the email address on file at the end of each month for the following month's service. If payment is not received by the due date, a late fee will apply, service may be terminated and the account may be assigned to a collection agency for collection. A reconnect fee will be levied upon terminated accounts wishing to be reinstated. A relocation fee will apply for service relocations and/or modifications.

2. Payment

Except where NNVHS explicitly and in advance permits another method of payment, Customer agrees that they will provide payment by cash, check or by credit card: Visa, MasterCard, American Express or Discover. Payments may be mailed or dropped in the payment drop slot located at our office. Customer may also setup AutoPay of monthly service fees charged to a credit card. With the AutoPay option, Customer hereby authorizes automatic credit card billing by NNVHS for all such charges. Online payments may also be made anytime on our website at <https://www.nnvhs.net/pay>

3. Customer Service and Support

For any and all future support incidents after initial installation, Customer agrees that if it is found that there is a problem with the Customer's computer, router or other equipment or premise electrical that is NOT the fault of NNVHS, a fee of \$75 per hour will be charged for support services (with a 1-hour minimum), after the first 15 minutes (which is free), and in half-hour increments after the first hour.

4. Vacation Policy

Customers wishing to place a Hold on their account for vacation purposes may do so subject to a \$25 **vacation-hold fee** per instance. To place a Vacation Hold on your account you must call us or email us to request the hold on your account.

5. Modification of Service

NNVHS may discontinue, add to, or revise any or all aspects of the Internet Service at NNVHS's sole discretion, with or without notice, including without limitation:



published speeds, pricing, access to support services, and any other products or services ancillary to the Internet Service. For purpose of illustration and not limitation, NNVHS may (a) establish and enforce limitations concerning use of the Internet Service, e.g. maximum and/or size of amount of bandwidth that may be used by a single user or a single account; and/or (b) modify any user account setting. In the event NNVHS makes any changes to the Internet Service or its availability, NNVHS may, but is not required to, notify the Customer. Customer may upgrade or downgrade their speed plan at any time by notifying NNVHS. Service upgrade or downgrade changes may incur a fee.

6. Termination by Subscriber

Customer may terminate their account and this Agreement at the end of any billing cycle by notifying NNVHS of their desire to terminate Service via email to: billing@nnvhs.net or by written letter. There will be no partial-month refunds. Customers who have signed a One (1) or Two (2) year Service Agreement must abide by those terms. All equipment must be returned by Customer upon termination and monthly fees will continue to apply until equipment is returned. Equipment must be returned to the equipment drop-box located at the NNVHS office. This Agreement must be terminated in accordance with the terms and conditions specified herein; failure to do so may delay or prevent us from knowing that termination was intended and may result in continued liability for all fees and charges associated with the account until such time as the Agreement has been properly terminated.

7. Termination or Suspension by NNVHS

NNVHS may terminate Internet Service for non-payment or for Service Agreement violations. NNVHS also reserves the right to terminate or suspend Service and this Agreement at any time, with or without notice, in whole or in part, for any reason or no reason at all. In the event NNVHS decides to terminate Internet Service, customer grants NNVHS permission to remove all equipment from the exterior of the premises without notice.

8. Who May Use the Internet Service?

Customer represents that they are at least 18 years of age and have the right and ability to enter into this Agreement. Customer agrees that they are responsible for establishing and maintaining the account under which the Internet Service is used. This may be performed only by a person at least 18 years of age, without exception.

9. Customer Responsibility

The Customer shall be responsible for all access to and use of the Internet Service through the Customer's account, and for any fees incurred for goods and services



purchased thereon, or any other expenses incurred as a result of any use of the Customer's account. The Customer acknowledges that they are aware that areas accessible on or through the Internet Service may contain material that is unsuitable for minors (persons under 18 years of age). The Customer agrees to supervise usage of the Internet Service by minors. The Customer agrees to hold NNVHS harmless for unauthorized usage of the Internet Service by minors and/or other unauthorized users.

THE CUSTOMER ACKNOWLEDGES THAT INTERNET SITES AND USE OF THE INTERNET MIGHT CONSIST OF AND INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. THE CUSTOMER ACKNOWLEDGES THAT NNVHS IS NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND THAT ACCESS TO SUCH CONTENT AND MATERIAL THROUGH THE SERVICE IS AT THE CUSTOMER'S SOLE RISK.

10. Permitted Use and Restrictions on Use

a. Fair Access Policy

To ensure fair Internet access for all NNVHS Customers, NNVHS maintains a Fair Access Policy. This policy establishes an equitable balance in Internet access for all NNVHS Customers. NNVHS may assign a download threshold that limits the amount of data that may be continuously downloaded. The small percentage of Customers who abuse or exceed their limits may experience a temporary reduction of speed.

b. Unlimited Data Usage

There is no data cap when using this Internet Service and Customers will not be charged bandwidth usage fees. However, in accordance with our Fair Access Policy, Customers may be limited in bandwidth who abuse this policy.

c. Prohibited Use

No customer shall use p2p Bit Torrent software for any purpose. The illegal downloading of any copy-protected data is strictly prohibited.

d. No Resale

Customer agrees not to reproduce, resell, trade, sublicense, or exploit for any commercial purposes the subscription to the Internet Service, any portion thereof, or any capabilities or applications enabled by the Internet Service (e.g. Voice Over Internet Protocol service).



e. Assumption of Risk

NNVHS shall not have any obligation to screen content transmitted through the Internet Service for objectionable material, and/or material that violates any law. Customer agrees to bear all risks associated with any and all content used to transmit, or receive on or through the Internet Service. NNVHS is not responsible for any losses or problems to Customer resulting from the use of the Internet Service.

The undersigned Customer hereby agrees to comply with all Provisions and Terms of this Agreement and with all applicable laws, rules and regulations in connection with the use of this Internet Service. The Provisions and Terms of this Agreement are subject to changes and updates.

Signature

Date

Printed Name

INSTALLATION FEE AGREEMENT (Choose ONLY One):

1. I agree to pay the Installation fee of \$200 and may cancel Internet service at any time with no penalty.

Signature

Date

2. I agree to maintain Internet service for One (1) year with NNVHS (Install fee = \$100)
3. I agree to maintain Internet service for Two (2) years with NNVHS (Install fee = \$0)

The undersigned hereby wishes to reduce (or) waive the \$200 installation fee by agreeing to maintain Internet Service with Northern Nevada High Speed, LLC for a minimum of One (1) or Two (2) years. In the event the undersigned terminates Internet Service within this period, the undersigned agrees to pay Northern Nevada High Speed, LLC an early termination fee of up to \$225.

Signature

Date