



HIGH-SPEED WIRELESS INTERNET & TELEPHONE

Contract Name Change Form

455 N Main St

Frankenmuth ,MI 48734

866/297-2900 phone; 989/790-0609 fax

Description:

_____ is to assume

_____ contract.

SpeedConnect Account # _____

Previous account holder:

_____ (name)

_____ (street address)

_____/_____/_____ (city, state, ZIP)

_____ (phone number)

New account holder:

_____ (name)

_____ (street address)

_____/_____/_____ (city, state, ZIP)

_____ (phone number)

_____ (E-mail)

Please be sure that both parties sign below. Identification is required for the person assuming the contract (driver's license or other picture id). This form, along with required identification can either be faxed to us at 989-790-0609 or mailed to us at 455 North Main Street, Frankenmuth, MI 48734.

Customer Signature _____ Date _____

Customer Signature _____ Date _____

Installation/Rep Signature _____ Date _____

This is an agreement between you, the "Customer," and SpeedConnect, LLC Company for wireless Internet service. This agreement is binding and begins on the sooner of the signing of this Agreement or when Service is activated. The term "Customer Premise Equipment" means the Internet receiving and transmitting equipment.

1. **Availability.** Our service is available to your Customer Premise Equipment only when the Customer Premise Equipment is within the operating range of our Internet system. Service availability and reliability is subject to limitation or interruption due to various factors, including: governmental regulations; restrictions by an underlying Internet access provider; topographic; geographic or other environmental conditions; system changes or capacity limitations; problems with the installation, operation or maintenance of your Customer Premise Equipment; to combat potential fraud; or for any other legitimate business purpose. Service may be subject to transmission limitations beyond our control and may be temporarily suspended.
2. **Use of Service.** You agree not to resell this service. You also agree not to use the service for any unlawful or abusive purpose, including but not limited to purposes, which may cause risk to SpeedConnect, to the public or to any person or persons. You agree to abide by the SpeedConnect Acceptable Use Policy.
3. You have **no ownership rights** to your email address(es). We may, at any time, change your email address.
4. **Term/Termination.**
 - a. The term of this Agreement begins on the date set forth on the reverse side of this Agreement. Depending on the service selected by the Customer, which services may require a contractual commitment of six months or one year, or some other time period specified (the Term), Customer agrees to continue Service for at least the prescribed period of time. If customer fails to continue service for the entire term, customer agrees to pay a \$250.00 early termination fee. Any periods of suspension of service do not count toward the customer's contractual commitment. At the end of the term, service will continue on a month-to-month basis. Customer will also be charged the termination fee if the customer is disconnected for non-payment of customer's bill or if the customer is disconnected due to any misuse or abuse of the service by the customer.
 - b. If you fail to perform any of your obligations or you are the subject of any proceeding under the Bankruptcy court or similar debtor laws, we may suspend service or terminate the agreement upon notice. We may require reactivation fee charges to re-new service after termination.
 - c. You remain responsible for payment of all charges incurred under this agreement through the date of termination. If you fail to perform your obligations you will reimburse SpeedConnect for all expenses, including attorney fee's, cost of collection and collection agency charges incurred in the enforcement of this agreement and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies provided by the law. Any failure by us to strictly enforce this agreement will not waive our right to require compliance with this agreement.
5. **Deposit.** We may require a deposit to establish or maintain service. It cannot be used by you to pay your bill or delay payment. If you default on this agreement is terminated, we may apply any deposit towards payment of charges due or unreturned equipment.
6. **Billing and Payment of Charges.** Recurring monthly charges are billed one month in advance; non-recurring service charges, installation, service calls, will be billed as soon as practicable after the service has been provided. Billing cycle end dates may change from time to time. If you have authorized charges to a credit card, no additional notice or consent will be required for billings to that credit card. Such charges include, but are not limited to, any past due unpaid balances or costs of collection efforts. Payments of all charges, including disputed charges, must be received by the due date shown on the invoice or by the tenth day after mailing of the invoice, whichever is later. (Disputes of all charges MUST be in writing and received no later than the due date.) We will make good faith efforts to promptly resolve any disputes. You agree that prompt payment is necessary, and that if you fail to pay by the due date we may apply a ten dollar (\$10) late fee to your account. Acceptance of late or partial payment (even if marked "Paid in full") will not waive our rights hereunder. We may assess a twenty-five dollar (\$25) service charge for any check returned for insufficient funds or credit transactions that are declined and we can not receive an authorization by the invoice due date.
7. **Limitations.**
 - a. No Warranties. SpeedConnect makes express or implied warranty regarding the service of the Customer Premise Equipment and disclaim any implied warranties, including any warranties of merchantability or fitness for particular purpose. We do not authorize anyone to make a warranty of any kind on our behalf and you should not rely on any such statements. We are not the manufacturer of the Customer Premise Equipment and any statement regarding it should not be interpreted as a warranty. You waive any warranty claims against us for all service or Customer Premise Equipment related matters.
 - b. Limitation of Liability. We shall not be liable if nonperformance is caused by an act or omission of any other carrier, equipment failure or modification, acts of God, strikes, fire, war, riot, government actions, or causes beyond our reasonable control. We assume no liability for outages of 24 hours or less. Our liability for any service failure shall in no event exceed the service charges during the affected period. We are not liable to you, your employees, agents or customers, or any third party, for any incidental or consequential damages in connection with any failure or service. We shall not be liable for injuries to personal property arising from the use of the Customer Premise Equipment, or the service, of the installation or repair of the Customer Premise Equipment by any parties who are not our employees. SpeedConnect is not responsible for any data loss on the Customer Premise Equipment. You agree to defend, indemnify and hold any underlying carrier and us harmless from the claims or damages relating to this agreement and your use of the service, unless due to our sole negligence. You agree to pay our reasonable attorney's and expert witness fees and costs incurred in enforcing our rights or in establishing the applicability of this paragraph.
 - c. Survival. This section 7 shall survive termination of the agreement.
8. **Notices.** Written notices to you shall be effective on the date deposited in the U.S. Mail addressed to your address of record. Written notice to SpeedConnect shall be effective when directed to our customer service department and received at our address of record. Oral notices shall be effective on the date reflected on our customer service system.
9. **Severability.** If any part of this agreement is found invalid, the balance of the agreement remains enforceable.
10. **Disclosure on Consumer or Credit Transaction Required.** For administrative convenience, we may make certain disclosures to all customers, which are required only for consumer or credit transactions. Such disclosures do not give you any rights and are void if not required.
11. **Laws.** This agreement shall be modified, interpreted and enforced according to applicable federal laws, federal or state tariffs (if any) and the law of the state where service is provided.
12. **Authority.** You acknowledge that you are of legal age, have received a copy of this agreement and have read and clearly understand its terms.