



WIRELESS INTERNET SERVICE PROVIDER AGREEMENT

THIS WIRELESS INTERNET SERVICE PROVIDER AGREEMENT (the "Agreement") is made between **DOOR COUNTY BROADBAND, LLC**, a Wisconsin limited liability company ("DCB") and _____ ("Customer") on, **DATE:** ____/____/____ in the county of Door, State of Wisconsin. The specific terms and conditions of this Agreement are established, as follows:

PURPOSE: Customer engages DCB to provide broadband internet connection services ("Services") described and defined as a wireless internet connection and Services for the **SERVICE ADDRESS** located at:

NO TERM CONTRACT: This Agreement shall commence on **DATE:** ____/____/____ and continues in effect for the period of active service.

INSTALLATION CHARGES: Customer shall pay DCB a standard initial installation fee plus any additional charges associated with install as noted on accompanying worksheet, plus applicable sales tax, at the time of installation:

☐ **\$175 Standard (NO CONTRACT TERM)** OR ☐ **\$300 Renter (NO CONTRACT TERM)** ☐ **WASHINGTON ISLAND SURCHARGE \$80**

MONTHLY CHARGES: Customer agrees to pay DCB a monthly service fee of (**Prices reflect auto-pay discount**):

RESIDENTIAL PLANS	BUSINESS PLANS
<input type="checkbox"/> Silver - \$54.95	<input type="checkbox"/> Silver - \$64.95
<input type="checkbox"/> Silver Plus - \$64.95	<input type="checkbox"/> Silver Plus - \$79.95
<input type="checkbox"/> Gold - \$74.95 MOST POPULAR	<input type="checkbox"/> Gold - \$94.95
<input type="checkbox"/> Gold Plus - \$84.95	<input type="checkbox"/> Gold Plus - \$104.95
<input type="checkbox"/> Platinum - \$99.95	<input type="checkbox"/> Platinum - \$119.95
<input type="checkbox"/> Platinum Plus - \$114.95	<input type="checkbox"/> Platinum Plus - \$149.95
<input type="checkbox"/> Diamond - \$144.95 ***	<input type="checkbox"/> Diamond - \$189.95 ***
<input type="checkbox"/> Diamond Plus - \$204.95 ***	<input type="checkbox"/> Diamond Plus - \$249.95 ***

*** Special Order Only ***

Plus applicable sales tax, on the first day of each month. Customer hereby authorizes DCB to automatically charge Customer for Service on a monthly basis to the credit card, debit card or ACH on file, as long as DCB supplies internet services. In the event auto-pay is not chosen, Customer can also make a payment by credit card, debit card over the phone, or via check for a **\$5.00 additional fee per occurrence**. **DCB's general information and billing departments are available Monday through Friday 9:00AM to 5:00PM Central Time.** Interest on unpaid invoices shall accrue at two (2) percent per month for all unpaid balances. In the event there is a delinquency of any sort, DCB shall have the right to terminate or suspend Service upon written or electronic notice to Customer. If DCB incurs any expenses to collect on any unpaid balance of Customer, Customer shall reimburse DCB for all expenses incurred, including the fees of its collection agency, attorneys and related costs and expenses.

TERMS AND CONDITIONS:

Customer and DCB agree to the attached Terms and Conditions. By signing below, Customer certifies that he/she has read and agrees to the Terms and Conditions. Individual Customers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Customer is not an individual but is a corporate or organized entity, the individual representative executing this Agreement, represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Customer:

Name(s): _____ (*Please print clearly.*)

Signature(s): _____ **DATE:** ____/____/____

WiFi Password: _____ (*8 - 16 characters required. Please print clearly.*)

Terms and Conditions to Wireless Internet Services Provider Agreement

Customer's signature on the previous page and use of the broadband internet services (the "Services") supplied by DCB constitutes Customer's acceptance of the following Terms and Conditions, which are incorporated by reference into the attached Wireless Internet Service Provider Agreement (the "Agreement") between Customer and DCB. Customer is hereby defined as any person or entity utilizing any Services of DCB. Conferred rights and benefits thereof are non-transferable. Use of the DCB Network is expressly limited to household members and visitors at a residential Customer's service address, or the employees, visitors, patrons, and vendors at a business Customer's service address(es).

EQUIPMENT

DCB will provide Customer with a radio and if, requested by Customer, a router and/or other select equipment to connect to the Services ("DCB Equipment"). Customer may provide his/her own router and Customer is solely responsible for the Customer-supplied router and all other Customer-supplied equipment and software necessary to utilize the Services (including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device, and a 110 volt duplex outlet which is accessible to DCB) (collectively, "Customer Equipment"). DCB Equipment that is installed shall remain DCB Equipment. **Customer understands, acknowledges and agrees that DCB Equipment is not and shall not be considered a fixture to Customer's premises. Customers Equipment shall be deemed to begin at the ethernet port of the radio and this shall be the demarcation of liability to the extent liability is not established elsewhere through other provisions of this Agreement. In no event shall DCB be liable for any matter related to anything, whether tangible or intangible, which occurs in any way beyond the ethernet port of the radio.**

Customer further agrees to not remove, damage, destroy, alter, modify or tamper with the DCB Equipment or the Services, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by DCB. DCB will repair any DCB Equipment that is under warranty if such equipment malfunctions under normal usage. Customer is responsible for DCB Equipment damage resulting from but not limited to weather, ice, snow, hail, other acts of nature, abuse or vandalism. Should the Customer terminate Services for any reason, DCB shall have the right to remove the DCB Equipment from Customer's premises. DCB is not responsible for any Customer Equipment such as router(s), computers, home networking equipment, printers, storage devices, other peripherals and devices. At the time of installation DCB has utilized the current security technology provided by the equipment manufacturer for wireless communications but does not guarantee or make any claims about wireless security.

Customer understands, acknowledges and agrees that at the time of installation of the Services, DCB Equipment was installed at a location and in a manner authorized by Customer and that the Customer had the full authority to make such authorization. Customer further understands, acknowledges and agrees that prior to DCB servicing any DCB Equipment, it is Customer's responsibility to: (i) back-up the data, software, information or other files stored on DCB Equipment and Customer Equipment; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Customer Equipment. Under no circumstances shall DCB and/or its vendor(s), agent(s), or contractor(s) be liable for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

In the event that the DCB Equipment is damaged, destroyed, lost or stolen in Customer's possession or otherwise made inoperable, Customer shall be solely responsible for the cost of replacement or repair of any lost, stolen, damaged, sold, transferred, leased, encumbered or assigned DCB Equipment or part thereof, together with any incidental costs incurred by DCB relating to the replacement, repair or installation of DCB Equipment, including storm damage or acts of God. Customer shall pay an "Equipment Replacement Fee" of up to two hundred fifty dollars (\$250.00 U.S.) for each piece of DCB Equipment that needs to be replaced or repaired for the above reasons.

NO WARRANTY

CUSTOMER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ITS USE OF THE SERVICES AND ANY SOFTWARE AND DCB EQUIPMENT SUPPLIED BY DCB OR ITS AFFILIATES, VENDORS, AGENTS, CONTRACTORS, LICENSORS, OR SUPPLIERS ARE AT CUSTOMER'S SOLE RISK. THE SERVICES AND DCB PROVIDED EQUIPMENT AND SOFTWARE ARE PROVIDED ON AN "AS-IS BASIS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, PERFORMANCE FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. DCB AND ITS AFFILIATES, VENDORS, AGENTS, CONTRACTORS, LICENSORS, OR SUPPLIERS, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, AND ANY OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, "DCB RELATED ENTITIES") DOES NOT WARRANT UNINTERRUPTED USE OF THE SERVICES OR THAT IT WILL OPERATE AS REQUIRED, UNINTERRUPTED, AT ANY MINIMUM SPEED, ERROR FREE. CUSTOMER'S SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST **ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICES DUE TO A TECHNICAL MALFUNCTION FOR SEVENTY TWO (72) CONSECUTIVE HOURS OR MORE.** TO QUALIFY FOR SUCH CREDIT, CUSTOMER MUST REQUEST THE CREDIT FROM DCB IN WRITING WITHIN THIRTY CALENDAR (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY CUSTOMER FOR THE SERVICES AND ANY CREDITS PROVIDED BY DCB ARE AT OUR SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY DCB. DCB DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE INTERNET CONNECTION SPEEDS MAY VARY DUE TO VARYING NETWORK CONDITIONS AND OVERALL CUSTOMER USE. DCB DOES NOT WARRANT THAT ANY DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER. DCB DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

LIMITATION OF LIABILITY

DCB AND DCB RELATED ENTITIES SHALL HAVE NO LIABILITY, AND WE COLLECTIVELY EXPRESSLY DISCLAIM ANY RESPONSIBILITY WHATSOEVER, FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY CUSTOMER EQUIPMENT, PREMISES, DATA OR FILES. EXCEPT FOR THE REFUND OR CREDIT AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT (INCLUDING NEGLIGENCE) WILL DCB AND DCB RELATED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, MULTIPLE, PUNITIVE SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF DATA, OR PERSONAL INJURY OR DEATH ARISING OUT OF OR OTHERWISE IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, THE INSTALLATION, MAINTENANCE, REMOVAL, SUSPENSION, TERMINATION, OR FAILURE OF THE SERVICES OR ANY EQUIPMENT OR SOFTWARE SUPPLIED BY DCB. DCB AND DCB RELATED ENTITIES SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, ACTIONS, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING, DIRECTLY OR INDIRECTLY, ARISING OUT OF, OR IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING ALLEGING IN WHOLE OR IN PART THAT THE USE OF THE SERVICES OR DCB PROVIDED EQUIPMENT AND SOFTWARE BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

CUSTOMER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

ACCEPTABLE USE POLICY

Customer agrees not to use the Services for any unlawful purpose and to comply with all policies and terms of this Agreement and any Acceptable Use Policy, as posted on DCB's website at <http://www.doorcountybroadband.com/support>. **Customer also agrees that DCB may change the Acceptable Use Policy from time to time without notice by posting updated versions at that website or another website about which Customer has been notified.** The Acceptable Use Policy is incorporated into this Agreement by this reference. If Customer, and/or any user of the Services, fail to abide by any of the terms of this Agreement and the Acceptable Use Policy, as updated, DCB may terminate this Agreement and the provision of the Services to Customer. Additionally, DCB reserves the right to charge Customer for any direct or indirect costs DCB may incur in connection with Customer's failure to abide by this Agreement or the Acceptable Use Policy. Customer and other users of the Services should periodically review the Acceptable Use Policy to conform to the most recent version. Under no circumstances shall the Customer re-sell, gift, transfer, offer, or assign the Services without the express written consent of DCB. In the event that the Customer does provide the Services to others as stated in this section without the express written consent of DCB, the Customer shall be liable to DCB in an amount of twice the value of the Services provided. Customer is solely responsible for the security of Customer Equipment used in connection with the Services, including without limitation any software, files or data stored thereon.

INDEMNIFICATION

DCB and DCB Related Entities shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by Customer, or the access by others to Customer's computer, operating system, or other equipment of Customer or the data, software or files thereon. Customer agrees to defend, indemnify and hold harmless DCB and DCB Related Entities from any claims brought against DCB related to Customer's (including any user of Customer's Services) use of the Services or the violation of this Agreement, including, without limitation, the Acceptable Use Policy. Customer agrees to pay any costs and expenses, including but not limited to reasonable attorneys' fees incurred by DCB or DCB Related Entities, arising out of or related to the Services, or a breach of the terms of this Agreement by Customer or any other user of the Services provided to Customer, excepting any claim caused by DCB's intentional misconduct. DCB reserves the right to assume the defense and control of any matter subject to indemnification by Customer, in which event Customer will cooperate with DCB in asserting any available defenses.

DELINQUENT PAYMENTS

If Customer's account with DCB remains unpaid for TWENTY (20) calendar days, DCB may suspend Customer's Services. DCB shall have the right to terminate the Services and this Agreement if a balance remains unpaid. Customer agrees to pay a reactivation fee of \$25.00 if DCB has terminated the Services based upon Customer's failure to pay on a timely basis, plus a \$10.00 per month surcharge for each month from suspension to reactivation. Such interruption of Services does not relieve Customer from the obligation to pay the monthly account charge. **Customer will owe DCB a \$25 overdraft/non-payment fee if any check or ACH is returned/denied for nonpayment. Customer will owe DCB a \$25 Chargeback fee per occurrence for all debit/charge cards that are disputed/denied, but actually owed to DCB for services rendered.**

TERM AND TERMINATION OF AGREEMENT

It is expressly understood that by agreeing to provide the Services herein, DCB has made certain financial commitments to the underlying wireless provider from which DCB cannot terminate immediately. In addition to its rights to terminate the Services stated elsewhere in this Agreement, DCB may terminate or disconnect the Services and this Agreement at any time without prior notice if DCB believes in its sole discretion that Customer has: (a) violated the Acceptable Use Policy; or (b) violated any other provision of this Agreement. Termination or suspension under this provision shall not waive the right of DCB to payment for all amounts due and owing by Customer through the unexpired term of this Agreement. **If Customer chooses to cancel Services, Customer must provide DCB thirty (30) calendar days written notice.**

MISCELLANEOUS

This Agreement and the documents referenced herein establish an independent contractor relationship and contains the entire recitation of legal terms governing the relationship between Customer and DCB. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without DCB's prior written consent. Customer understands, acknowledges and agrees that the laws of the State of Wisconsin shall govern this Agreement notwithstanding its conflict of laws provision and regardless of the location of the Customer. By entering this Agreement, Customer consents to all matters being litigated in the Circuit Courts of Door County, Wisconsin, and Customer hereby waives any right to have the dispute litigated elsewhere. If a court of competent jurisdiction determines that any provision of this Agreement is contrary to law, only that provision shall be stricken, and no other, the remainder of the Agreement continuing in full force and effect.

Door County Broadband, LLC - 2590 TRIAX Parkway - P.O. Box 54 - Baileys Harbor, WI 54202

Telephone: (920) 868-9100 – Website: www.doorcountybroadband.com - Email: info@doorcountybroadband.com

(2019.06.06 DCB Residential Service Agreement)