

## Internet Service Provider Agreement

### **1. Introduction**

By using this Internet service (“Service”) you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the “Terms of Service”). If you do not agree to the Terms of Service, including any future revisions, you may discontinue use of the Service. We, your Internet service provider (LR Communications, Inc. d/b/a LR Computer Services herein referred to as “LRCSNET”) reserve the right to revise the Terms of Service at any time, and you accept sole responsibility for periodically reviewing them for any and all changes. Changes will be posted at [www.lrcsnet.com](http://www.lrcsnet.com) and at such time will become the current ISP Agreement. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions. If you have any questions regarding this service or contract, call 307-352-9997, 307-367-4766, or contact us at PO Box 962 Rock Springs, WY 82902.

### **2. Installation**

LRCSNET will mount an antenna on your home or business and point it to one of our towers. A cable is run from the antenna into your home to connect to your home router or computer. A 3/8 inch hole is drilled into your home or business to route the cable inside the building. During installation, neither LRCSNET nor its contractors shall not be liable for any damage from installation. LRCSNET and its contractors shall not be liable for loss of information on your computer system, including loss of files, data or software. The installation charge is non-refundable and can be found on our website [www.lrcsnet.com](http://www.lrcsnet.com).

During the course of installation the installer will take several photos of where and how the equipment is installed, and photo IDs for our records and you expressly agree to allow such photos.

### **3. Networking and Equipment**

LRCSNET exercises no control whatsoever over the content of the information passing through its network and you the (“Subscriber”) agree to hold LRCSNET harmless from any claim, cost, loss, or damage arising out of such content.

The Internet is a network of unrelated telecommunications facilities, networks, and computers that provide for the exchange of information. As such, it is subject to many different points of failure, under the control of no single entity or individual, and cannot be assumed to be available for use at any given moment. It should under no circumstances be relied upon as the only means of communication of important information. Users therefore agree to hold LRCSNET and its subsidiaries, affiliates, related companies, employees, officers, directors, agents, owners and

underlying service provider(s) harmless in the event of the user's inability to access or communicate via the Internet.

Troubles with your Service after installation should be handled by contacting us at 307-352-9997 or 307-367-4677. If problems are Subscriber related and are not caused by LRCSNET, we reserve the right to bill for repairs at our current hourly service rate, with a minimum of a ½ hour charge. Any problems with LRCSNET system or network will be repaired at no cost to the Subscriber. LRCSNET does not take responsibility for any damage to wireless antenna or network cable(s) not caused by LRCSNET. Subscriber may be charged for repair or replacement of antenna, router or network cable if damaged resulted out of neglect, misuse, disassembly, abuse or acts of god. LRCSNET accepts no liability for Subscriber's misconnection of equipment to the power injector. You may not sell, lease, abandon, or give away the LRCSNET equipment, or permit any other provider to use the installed equipment. You agree that you will not allow anyone other than LRCSNET or its agents to service the installed equipment. Upon cancelation of Service you are responsible for retuning the equipment installed and provided by LRCSNET. Any networking of Subscriber's computer(s) is the Subscriber's responsibility unless otherwise contracted with LRCSNET.

With the exception of our Dedicated Service plans, all other Internet plan speeds are NOT guaranteed. As a general rule of thumb, subscribers should normally see at least 80% of their maximum subscribed to speeds.

You agree that LRCSNET may at its sole discretion utilize the equipment it installs at your premise to further extend the coverage of our network and services.

#### **4. Subscriber Obligations**

1. Bandwidth utilization over the chosen plan data usage may be deemed excessive usage or in violation of other obligations of the Terms of Service. Bandwidth utilization over the chosen plan data usage may be billed as overage charges on a per GB basis or the Subscriber may be asked to upgrade to a higher plan, business class service, or dedicated service. If you exceed your plan data allotment your account will have a 1¢ charge to indicate that has occurred. Subscribers constantly going over will be contacted and asked to upgrade their Service. Exorbitant use and customers who refuse to upgrade will be addressed on a case by case basis.

2. Use of this Service is restricted to a single residential or business address. This Service may not be resold or redistributed by any means without the prior written authorization of LRCSNET.

3. Subscribers are billed each month for the Service and/or any additional charges. It is the Subscriber's responsibility to insure payment is made promptly. LRCSNET is not responsible for any charges or expenses (over limits, transaction fees, etc) resulting from charges billed by LRCSNET. All payments are considered past due on the 10th of each month. The Subscriber may mail a check to LRCSNET or pay online within our customer portal. Unless other

arrangements are made LRCSNET will suspend any Service not paid by the 28<sup>th</sup> of the month due and we will charge a late fee of \$25. The Subscriber must contact LRCSNET via phone or US Mail to cancel the Service. Subscriber's account will be charged until LRCSNET is notified by the Subscriber requesting the account to be cancelled and until all equipment is returned or collected. All charges for the Service are non-refundable.

4. You are prohibited from running any server without the explicit knowledge and written consent of LRCSNET.

5. You may not use this service for any activity violating local, state of Wyoming, federal or international laws or ordinances. Such activities include, but are not limited to the posting unlawful material (such as obscene material or pornography); material that violates copyright or intellectual property rights (including music or movie files), illegal soliciting schemes or activities such as impersonating anyone else's manual or digital signature. You may not use this service to breach the security or otherwise attempt to gain access to any other computer, without the written permission of such individual.

6. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited.

7. Any unauthorized user access or modification of LRCSNET's equipment is strictly prohibited. LRCSNET provides a WIFI router or gateway as a courtesy to our customers. You are allowed to access the provided router or gateway and make configuration changes if LRCSNET has provided authorization. Some of the devices LRCSNET provides are not user configurable. You authorize LRCSNET to access and administer the provided router, gateway and any other equipment.

8. You the Subscriber are responsible for securing your network from unauthorized access. This includes securing any and all Subscriber owned wireless access points, routers, switches, etc used in conjunction with this service.

9. You agree to allow us and our agents the right to enter your property at which the Service will be provided (the "Premises") at reasonable times, for the purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and/or LRCSNET equipment used to receive the Service. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

## **5. Monitoring of the Service**

LRCSNET has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if LRCSNET, in its sole discretion, believes that it is reasonable to do so. Including but not limited to: satisfying laws, regulations, or government or legal requests, maintenance and operation of the Service, or to protect itself, its members or its customers.

## **6. No Warranties**

LRCSNET makes no warranties of any kind, whether expressed or implied, for the Service it is providing. LRCSNET will not be responsible for any loss or damage suffered by Subscriber herein, including but not limited to loss of data resulting from delays, non-deliveries, misdeliveries, or service interruptions by its own negligence or Subscriber's errors or omissions. The Service is provided on an "As Is" and "As Available" basis. LRCSNET does not warrant that the service will be uninterrupted, error free or free of viruses or other harmful content. LRCSNET makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose regarding any merchandise, information or service provided through LRCSNET or the Internet generally. No advice or information given by LRCSNET or its representatives shall create a warranty.

## **7. Indemnification**

Upon a request by LRCSNET, you agree to defend, indemnify, and hold harmless LRCSNET and its subsidiary and other affiliated companies, and their employees, contractors, officers, directors and owners from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Service. LRCSNET reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with LRCSNET in asserting any available defenses.

## **8. Term of Agreement**

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service by contacting and canceling service with LRCSNET.

## **9. Termination**

LRCSNET reserves the right, in its sole discretion, to terminate your account, and/or your use of the Service, with or without notice, at any time.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to LRCSNET by telephone calls, registered or certified mail.

Upon termination either by us or by you, you agree to return all LRCSNET equipment, including antennas and cables, provided to you at the time of installation. Any equipment not returned will be charged to your account.

Upon termination, any equipment damaged by neglect or misuse will be charged to your account at full value of the equipment.

If you cancel Service within the first 90 days of service or if LRCSNET terminates your Service for cause within the first 90 days of service you may be billed for LRCSNET's actual cost of installation.

## **10. Third Party Beneficiary**

You agree that any underlying service provider of LRCSNET's Service is a third-party beneficiary of this agreement and as such is entitled to all the rights and protections afforded by this agreement to LRCSNET described herein.

## **11. Privacy Policy**

Customer information shall be released only on receipt of written permission signed by the person affected or in response to a subpoena or order from a court of competent jurisdiction or for debit collection.

## **12. Miscellaneous**

This Agreement, which includes the Acceptable Use Policy, the Privacy Policy, the Terms of Service, and LRCSNET's other Subscriber requirements constitute the entire agreement between you and LRCSNET with respect to your use of the Service.

LRCNET may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after LRCNET posts it to its website.

This Agreement is governed by the laws of the state of Wyoming in which LRCNET operates without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and LRCNET, and waive your rights to removal or consent to removal.

Printed Name \_\_\_\_\_

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

Service Address (street, city, zip) \_\_\_\_\_

Mailing Address (if different) \_\_\_\_\_

Company Name (if applicable) \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address (Required) \_\_\_\_\_

Do you prefer Invoices and Statements e-mailed \_\_\_\_\_ or sent US Mail \_\_\_\_\_

Photo of Valid ID and number \_\_\_\_\_ State \_\_\_\_\_

Tax ID or SSN (Required) \_\_\_\_\_

Place of Employment \_\_\_\_\_

How did you hear about us? \_\_\_\_\_