fivearea.com Wireless Internet Access
A Service of Five Area Systems, LLC
Account Activation Agreement
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This document contains the terms and conditions of the fivearea.com **Wireless Internet** Access service provided by Five Area Systems, LLC, of Muleshoe, Texas to the subscriber of the account as identified.

Date of Activation: _____

Please select your service plan below
[ ] Residential 10MB @ $80.90 [ ] Business 10MB @ $99.90

*****1 Mbps additional upload speed up to 5 Mbps is available for 10 Mbps Wireless Service for $10.00 per Mbps per month.
Connection fee: $25.00
(Connection fee includes the set up of basic service. Additional machine set up is at $10.00 each. Does not include the price of a network card if needed. CPE INSTALLATION NOT INCLUDED. Installation of Antenna equipment and wiring is billable at $75.00)
***** Note: The installation fee plus one month of the service plan must be prepaid. Please submit the prepayment with your application.**

Account Name: _____

Mailing Address:_____

Physical Location (911 address):_____

City: _____ State: _____ Zip: _____

Home or Business Phone #:_____ Contact Phone #: _____

Bill to #:_____

E-mail Address: _____

CUSTOMER EQUIPMENT CONDITIONS (one (1) year contract)

As a condition of the fivearea.com Wireless Internet Activation Agreement, Five Area Systems, LLC agrees to supply one wireless radio and Ethernet converter. (Installation not included.) These items are to remain the property of and to be maintained by Five Area Systems, LLC. Additionally, these items are to be returned to Five Area Systems, LLC upon termination of service or immediately upon demand. If these items are not returned under these conditions or if either item is damaged or destroyed by any act of the user, a four hundred ($400) penalty, payable to Five Area Systems, LLC will apply.

I have read and understand the conditions of the Equipment Agreement and agree to a one (1) year contract.

Initials:_____

fivearea.com
Terms and Conditions

Wireless Internet accounts may be accessed as little or as much as a customer needs, however ***fivearea.com*** has strict definitions of how the service is used.

-Accounts can only have a single point of connection (i.e. router).
-Static (permanent) IP addresses are available on request subject to a monthly lease fee.

Although fivearea.com Wireless Internet technology is capable of connection speeds of up to 10Mbps, fivearea.com neither expresses nor implies any warranty as to individual connection rates. Speeds vary with distance, customer equipment and other outside influences. Additionally, fivearea.com cannot guarantee that Wireless Internet service can be provided to any particular location.

Under the one year contract, one modem and one network adapter will be supplied by Five Area Systems, LLC. These items remain the property of Five Area Systems LLC. (See Equipment Agreement) Modem and network adapter sold at Five Area Systems, LLC cost without contract.

Five Area Systems, LLC exercises no control whatsoever over the content of the information passing through fivearea.com. By signing this agreement, you acknowledge that there is currently no governing body supervising the Internet and its content, and that you alone are responsible for the documents and services you elect to access via your fivearea.com account.

Fivearea.com may only be used for lawful purposes. Transmission of any material in violation of U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Five Area Systems, LLC from any claims resulting from your use of the service which damages you or another party. Use of fivearea.com for lawful commercial purposes is both permitted and encouraged.

Connectivity is provided for your organization/personal use only and as a client user of Internet Access. Resale or use of a direct IP connectivity by or to other individuals or organizations is prohibited. Connection of servers from the client side to your account is prohibited. Evidence of such servers will result in immediate termination of your account and additional disconnection charges.

You are liable for the full amount of your monthly fees for each month you are on the service. Accounts not paid in full by the due date are subject to immediate interruption or disconnection. To re-establish an account you must first pay the past due amount and 50% of the regular sign-up fee. Service interruption and termination does not relieve you of the obligation to pay the monthly charge. Refunds are not available except as noted under the guarantee section of this agreement.

You shall be liable for a one time activation fee as part of your first month's invoice and you shall be liable for the monthly access charge on a monthly basis. Monthly access charges shall accrue to your account until such time Five Area Systems, LLC receives written notice from you terminating your account. You are liable for all charges properly billed to your account. Installation charges to be billed separately.

Guarantee: If during the first 10 days of service, you are not satisfied with the service for any reason, simply inform Five Area Systems, LLC Internet Services Dept. in writing and we will cancel your account and refund your paid service fee. The activation fee is not refundable.

Fivearea.com on-line access may be temporarily unavailable from time to time for maintenance and repair or other reasons beyond the control of Five Area Systems, LLC. Five Area Systems, LLC is not responsible for the state of connectivity of the various internet nodes and servers other than its own. There are no understandings, agreements, or representations expressed or implied which are not specified herein, respecting this agreement, or the services hereunder. Five Area Systems, LLC expressly disclaims all warranties, including all warranties of merchantability and fitness for a particular use or purpose related to the service and all other matters. This agreement states the entire obligation of Five Area Systems, LLC in connection with this transaction. The user expressly waives all damages, whether direct, incidental or consequential, related to the service. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions or quality of the information caused by your acts or omissions of a third party.

Fivearea.com reserves the right to discontinue service in any area due to what is deemed a business necessity.

_____ _____

Signature Date

_____ _____

Print Name Title

FIVE AREA SYSTEMS, LLC

PERMISSION AND RELEASE AGREEMENT

I confirm that I am the owner of property located at: _____

_____

I do hereby give Five Area Systems, LLC permission to attach hardware to this structure necessary for occupant to subscribe to one or more of the following Five Area Systems, LLC services: Wireless Internet or DSL. This includes, but is not limited to, mounting antennas on roof or eave, drilling through outside walls and/or setting a pole in the ground.

Pursuant to the above, I also release and hold harmless Five Area Systems, LLC from any subsequent liability from above said actions.

_____ _____

Signature of property owner date

_____

Printed name of property owner

FIVE AREA SYSTEMS, LLC
Managed Wi-Fi Service Agreement

Wi-Fi Coverage
Using the 2.4 Ghz *(802.11n)* and 5 Ghz *(802.11xx)* Wi-Fi allows for better coverage of homes with faster speeds to your wireless devices than a standard router. Plus, one of our skilled technicians will configure your Wi-Fi, making sure it is installed properly.

The term of this agreement is month-to-month, and will begin the day your router is configured. The term will automatically renew on the first of each month unless the router is returned to Five Area Systems.

Customer agrees to pay a one-time Setup Charge* of $49.00 and a monthly fee throughout the term of this agreement. If Managed Wi-Fi is ordered with a new installation, Five Area Systems will install the router. If Managed Wi-Fi is being added to an existing account, the router can be picked up from Five Area Systems or an agreed upon location.

If the router goes bad for any reason, it must be returned to Five Area Systems for a replacement. Additional charges may apply if Customer requests an on-site visit. All equipment provided by Five Area Systems, will at all times remain the property of Five Area Systems. Customer may not sell, transfer, lease or encumber the Five Area Systems Managed Wi-Fi Equipment to any third party.

Managed Wi-Fi Available in Conjunction with Internet Service

☐ Internet with **BASIC** Managed Wi-Fi (Account Management and Wireless Router): $8.95 per month in addition to your monthly internet service. Requires a $50.00 deposit.

☐ Internet with **DELUXE** Managed Wi-Fi (Account Management and U6 Wireless Router): $11.95 per month in addition to your monthly internet service. Requires a $50.00 deposit.

With regard to such equipment, Customer agrees to:

1. Use the equipment only for the purpose of a managed router service for a Five Area Systems internet service account. This router cannot be used with any other internet service provider or for any other purpose.
2. Keep the Wi-Fi password secure and only available for use within the immediate household or business that is subscribing to both Five Area Systems internet service and Managed Wi-Fi.
3. Prevent all unauthorized connections or use of the Managed Wi-Fi.
4. Prevent tampering, altering or repair of the equipment by any person other than agents of Five Area Systems.
5. Assume complete responsibility for improper use, damage or loss of such equipment regardless of cause.
6. Authorize agents of Five Area Systems to remotely access and manage the router on customer's behalf.
7. Authorize agents of Five Area Systems to remotely access and manage parental controls at the customer's request.
   a. **UNLIMITED Remote Support** is offered during normal support hours. After hours Remote Support may or may not be available.
8. Return Equipment:
   a. If Customer's service is terminated or cancelled (for whatever reason), unless Five Area Systems expresses otherwise in writing, Customer agrees that he/she no longer has the right to keep or use the equipment and must promptly return it to Five Area Systems in the same condition as when received. Ordinary wear and tear is expected. Failure of Five Area Systems to remove the equipment does not mean that Five Area Systems has abandoned the equipment. Five Area Systems may continue to charge Customer a monthly service fee every

month until any remaining equipment is returned, collected by Five Area Systems or fully paid for by Customer.

b. To grant reasonable access to agents of Five Area Systems to service, replace and retrieve said equipment.

c. To return the equipment in good condition within 10 days of disconnecting internet service with Five Area Systems. In the event all of the equipment is not returned to Five Area Systems in good condition, Customer agrees to pay an "Unreturned Equipment Fee" Wireless Router not returned. You agree that any other fees may automatically be charged to your account and you agree to pay such fees (See 10 a).

d. The return location is: Five Area Systems, 302 Uvalde St., Muleshoe, Texas 79347

9. Payment and Charges:

I agree that if my account with Five Area Systems is past due, Five Area Systems may terminate all services, including internet service, in accordance with applicable law. If I have a credit due to me or a deposit is being held on any account with Five Area Systems, I agree that the credit or deposit may be used to offset amounts past due on any other account I may have with Five Area Systems without notice to me. To reconnect any terminated services, I may be required, in addition to payment of all outstanding balances on all accounts with Five Area Systems, to pay reconnect charges or other charges (where applicable) and/or security deposits before reconnection.

10. Equipment Deposit:

a. We require an advance security deposit for Managed Wi-Fi Equipment. Upon determination solely by Five Area Systems of satisfactory payment, Five Area Systems may begin refunding of deposits through bill credits.

☐ $50 Security Deposit (Giga Center) ☐ $50 Security Deposit (U4 Giga Spire) ☐ $50 Security Deposit (U6 Giga Spire)

☐ * $49 Setup Charge (Currently Waived)

Customer acknowledges receipt of a Five Area Systems Wireless Router and agrees to pay all charges mentioned in this agreement. I understand and agree to abide by the terms and conditions stated in this agreement. This agreement is subject to change. An updated copy can be found at www.fivearea.com.

Customer Signature:_____

Date of Contract: _____

Customer Contact Number: (_____)_____

Billing Telephone or Account Number: _____

Billing Name: _____

Physical Address of Router: _____

_____

FSAN Number: _____

Router Product Number: _____

Personal SSID: _____ (last name, case sensitive)

Wi-Fi Password: _____ (minimum of 8 characters, case sensitive)

PLACE STICKER BELOW: