

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 #: _____

Current E-mail Address: _____

If a fivearea.com e-mail address is needed please complete the following:

Preferred Users Name: _____
(For fivearea.com e-mail) (Must be at least 6 characters and maximum of 8)

Preferred Password: _____
(Must be at least 8 characters and maximum of 10 and include 1 capital letter and at least 1 number) Cannot be the same as Users Name.

Yes, Please add the Barracuda Spam/Virus Protection to my e-mail account at the billable rate of \$1.50 per month per account. I understand that I can cancel this service at any time. Initials: _____

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.

E-mail service is part of the fivearea.com offering. You understand that you may be responsible for acquiring your own client E-Mail software. Five Area Systems, LLC may make available some client software but is under no obligation to provide you with any software. E-mail messages left on the fivearea.com on-line E-Mail Server for more than 20 days are subject to deletion without further notice. Five Area Systems, LLC is not responsible for delivery, mis-delivery, or non-delivery of any E-Mail messages. You understand that if you change Internet Service Providers you may not be able to take your E-Mail address with you to the new provider.

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