

UNITED SERVICES, INC.

30208 US Hwy. 136, P.O. Box 757
Maryville, MO 64468

Call: (800) 585-6454
Fax: (660) 582-2837

INTERNET SERVICE CONTRACT and WIRELESS PRODUCT AGREEMENT

Application Date _____ Date Assigned _____

Agent/Installer _____ To Be Done By _____

CUSTOMER BILLING INFORMATION

Billing Name _____

Physical Address _____

Alternate Address _____

City _____ State _____ Zip Code _____

Billing Email Address _____

() ()
Home Phone _____ Cell Phone _____

Social Security Number _____ Date of Birth _____

()
Employer Name _____ Business Phone _____

Own or Rent? _____ Landlord Name _____

I, THE RENTER, HEREBY RELEASE UNITED SERVICES FROM ALL CLAIMS ASSOCIATED WITH INSTALLATION, USE AND/OR AUTHORIZATION OF WIRELESS INTERNET EQUIPMENT.

Renter's Initials

CUSTOMER USERNAME AND PASSWORD INFORMATION

Please select a username: _____
20 character limit (must start with alpha character)
(this will be the beginning of your email address, i.e. "username"@unitedsky.net)

Please select a password: _____
20 character limit
(this will be used for email access)

EQUIPMENT COST AND SERVICE COMMITMENT

MONTHLY SERVICE FEE* _____ INSTALL FEE _____

12 MONTHS OF UNITED SERVICES WIRELESS SERVICE

24 MONTHS OF UNITED SERVICES WIRELESS SERVICE

SECURITY DEPOSIT _____ (AMOUNT)

EARLY TERMINATION FEE:

EQUAL TO THE NUMBER OF MONTHS LEFT ON THE CONTRACT MULTIPLIED BY YOUR BASE MONTHLY FEE.

I UNDERSTAND THE ABOVE FEES AND COMMITMENTS REQUIRED OF ME AND I AGREE TO PAY ALL FEES ASSOCIATED WITH ACTIVATION OR CANCELLATION OF SERVICES.

Customer's Initials

*ALL PRICING IS SUBJECT TO CHANGE

RECOMMENDED SYSTEM REQUIREMENTS

The following requirements are recommended in conjunction with your wireless equipment and service. Failure to meet or maintain these requirements may result in decreased quality of service.

- 300 Mhz or higher processor
- Minimum of 128MB Random Access Memory (RAM)
- 100 MB of Hard Drive Space
- PC Operating System must be Windows 98SE, ME, 2000, XP Home/Pro
- Mac Operating System must be OS 9.x, OS 10.2 or higher

REQUIRED COMPUTER EQUIPMENT

You acknowledge that you have a working Ethernet Card. If you don't have a working Ethernet Card, you will be charged a service charge for the installer to come back your to residence.

Customer's Initials

VIRUS PROTECTION

Anti-Virus Software _____ Last Updated _____

NETWORKING OPTIONS

I CURRENTLY HAVE A ROUTER OR NETWORK SYSTEM IN MY HOME.

YES NO

I AM INTERESTED IN HAVING A ROUTER OR NETWORK SYSTEM INSTALLED.

YES NO

UNITED SERVICES USE ONLY

MAC # _____ ACCOUNT # _____ AUTHORIZED BY _____ TOWER _____ A.P. & SLOT _____

I VERIFY ALL THE INFORMATION GIVEN HERE IS TRUE AND UNDERSTAND BY SIGNING THIS APPLICATION I GIVE UNITED SERVICES THE RIGHT TO CHECK MY CREDIT HISTORY AND REFERENCES. I UNDERSTAND A SUITABLE DEPOSIT OR PAYMENT MAY BE REQUIRED FOR SERVICE AND/OR EQUIPMENT.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS CONTRACT AND I AGREE TO BE BOUND THEREBY. I ALSO AGREE TO ABIDE BY THE UNITED SERVICES CUSTOMER AGREEMENT, ACCEPTABLE USE POLICY AND POSTED AT WWW.UNITEDWB.COOP

Customer Signature _____ Date _____

Customer Signature _____ Date _____

This Agreement describes the terms and conditions between you and United Service, Inc. ("Service Provider", "Us" or "We")
Additional Terms and Conditions apply and may be found at unitedwb.coop.

1. MINIMUM SYSTEM REQUIREMENTS.

- 1.1 Your computer must meet certain minimum requirements to receive the Service as set forth on the front of this agreement. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

2. SERVICE COMMITMENT.

- 2.1 Minimum Service Commitment. Your service plan requires a 12 or 24 month minimum service term. If you terminate service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below.
- 2.2 Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term, unless terminated earlier by you or us in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by you or us in accordance with this Agreement.
- 2.3 Termination. If you cancel your order before installation, you will not be charged. If you cancel the Service after installation but before completion of the Minimum Term, you will be charged a Termination Fee equal to the number of months left on your Minimum Term multiplied by your base monthly fee.

3. WHO MAY USE THE SERVICE? - RESPONSIBILITY AND SUPERVISION.

- 3.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence). You represent that you are at least 18 years of age.
- 3.2 Multiple Use of Account. Up to four computers in your residence may receive service under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address.
- 3.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the Internet Equipment in location(s) you have authorized. You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we or our service provider will be required to access your premises or system and to install and maintain the equipment. UNITED SERVICES, INC. SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. You are responsible for backing up the data on your computer and we highly recommend you do so prior to permitting access to us or one of our designated service providers. Time frames for installation, if any, are not guaranteed.
- 3.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge you are aware these areas accessible on or through the Service may contain material that is unsuitable for minors. You agree to be responsible for all costs associated with the repair or replacement of equipment caused as a result of misuse, abuse, negligence by user, or by acts of God.

4. FEES AND PAYMENT

- 4.1 Fees, Taxes, and Other Charges.
- (a) Commencement and Duration of Monthly Fees. A monthly fee will be billed in advance and apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Monthly bills will be sent via E-mail or USPS at the discretion of United Services, Inc..
- (b) Billing Charges and Taxes. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees. ISP service charges, minimum charges and other amounts charged to your account by the due date shown on the monthly bill. You agree to pay all applicable taxes related to your use of the Service, provisions of services, software or hardware or the use of the Service by users of your account.
- (c) Late Payment. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate the Agreement without notice.
- (d) Non-Payment Breach: A charge in the amount of no less than \$30.00 will apply for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. You shall pay to United Services all costs and expenses, including without limitation, reasonable attorney's fees, collection agency fees, and court costs incurred by United Services in exercising any of its rights or remedies in enforcing these terms.
- 4.2 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a reactivation fee and/or deposit before reactivating your Service.
- 4.3 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

5. MODIFICATIONS AND RESTRICTIONS OF SERVICE.

- 5.1 Modification of this Agreement. Upon notice published over the Service, We may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by E-mail or online via one or more of the web sites.
- 5.2 Restrictions on Use of the Service. Service Provider reserves the right to immediately suspend your Service and terminate the Agreement if you knowingly or otherwise engage in any prohibited activity. You agree to comply with United Service's Acceptable Use and Fair Access Policies located at www.unitedwb.coop, both of which are incorporated into and made a part of this Agreement.
- 5.3 Fair Access Policy. If your usage exceeds the limits set forth in the Fair Access Policy, United Services may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement by you and will result in the termination of the Agreement.
- 5.4 Security. You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version on anti-virus and/or firewall software to protect your computer.
- 5.5 You agree that Internet service is subject to transmission limitations caused by traffic, bottlenecks, and other causes. Additionally, wireless Internet service can be adversely affected by atmospheric, topographical, and other conditions. Service may also be temporarily refused, limited, interrupted or curtailed due to governmental regulations, actions or orders, system capacity limitations, limitations imposed by underlying communications carriers, or because of equipment modification, upgrades, repairs, reallocations, or similar activities necessary for the operation or improvement of United Services' Internet System.