

At Rowe Networks our goal is to provide quality and responsive service. Customer Service Representatives are available to answer questions and resolve problems during stated business hours (Monday through Friday 9am-4pm). By using Rowe Networks Internet Access you agree to the following terms and conditions:

SERVICE AND BILLING POLICIES

1. Rowe Networks Internet Access provided by Rowe Wireless Networks LLC to the customer is to be used for the sole purpose of Internet Access Only. We reserve the right to monitor the connection with prudence and cancel or terminate the connection if we reasonably believe that the customer is using the connection for other purposes, other than Internet access, without our express permission and understanding. Customer is still liable for the remainder of the contract if they are terminated in the aforementioned manner. The customer may have the option, however, to upgrade their account to our Business or Dedicated Point-to-Point services if they are in need of more options with their data connection.
2. Rowe Networks reserves the right to cancel its services to any customer at any time and for any reason in order to protect its network, business ventures, customer base and / or investments.
3. Monthly service charges will be billed in advance and are due on or before the due date specified on the billing statement. Customers who have elected to pay by credit card will automatically be billed each month for service.
4. Rowe Networks Authentication System is MAC Address dependent; if the customer calls Rowe Networks to change their MAC address at any time, then Rowe Networks will at their discretion charge the customer \$25.00 for the alteration.
5. It is the Customers responsibility to report billing errors within 30 days from receipt of the bill so that service levels and all payments can be verified. Rowe Networks considers the rental of wireless transceiver box(s) and other equipment that may be necessary to be installed at the Customer's premises to permit connection of a single computer to the service. Connection of additional computers to the equipment may require additional charges.
6. For customers that receive other services from Rowe Networks, all accounts for all services must remain in good standing to continue to receive any one service.
7. In the event the Customer is not the owner of the premises in which the equipment is to be installed, the Customer warrants to Rowe Networks that the owner consents to the company performing the installation and/or maintenance contemplated by this agreement.
8. Customer hereby authorizes Rowe Networks or its authorized representatives, to enter upon Customer's property during reasonable hours, by appointment, for the purposes of installing, inspecting, maintaining, replacing, removing or otherwise dealing with the equipment, and authorizes same to make such connections and to perform such other operations as may be necessary or desirable to enable Rowe Networks to render its service hereunder.
9. Rowe Networks may discontinue service to customer at any time if Customer fails to meet the terms and conditions of this agreement or any other agreements referenced herein.
10. Connection Speeds are rated up to your subscribed package as measured on our equipment and on our network and are not guaranteed. Rowe Networks will make reasonable effort to deliver up to the stated package speed. Actual throughput speeds may vary.

LATE FEES, COLLECTION AND RECONNECTION CHARGES

1. Unless purchased by the customer, at the time of cancellation the customer has two weeks to return all equipment to Rowe Networks at 338 Main St. Byesville, OH 43723 and must be received by an employee or agent of Rowe Networks. Customer is responsible for all shipping charges. If Rowe Networks has to go and retrieve any equipment, the customer will incur a \$75.00 charge, and if the customer does not return the equipment at all (or allow Rowe Networks to retrieve said equipment,) the customer will incur a \$400.00 charge.
2. Reconnection following disconnection for non-payment will require payment of any existing balance, including late charges, a reconnection charge and an advance of one month's service charges.
3. Customers may be charged a processing fee for any checks returned due to insufficient funds, or for any credit card charge backs.

RESPONSIBILITY FOR ACCOUNT

1. Customer is responsible for all use of Customer's account in all circumstances under any username or password used on that account. It is the sole responsibility of the Customer to protect the confidentiality of Customer's password.
2. If at any point in time Rowe Networks discovers that the Customer is 'sharing' their network connection, without the express permission of Rowe Networks, then Customer will be subject to a \$10,000.00 fine plus any legal fees.

3. Customer expressly agrees that the use of the service is at the sole risk of the Customer. Customer's choice to view or access any content or materials through the use of Rowe Networks and its equipment is made at the sole discretion of the Customer. Customer agrees to defend, indemnify and hold harmless Rowe Networks, its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the service or the use of Customers account.
4. Customer may terminate service at any time after contract term with a 30 days' advance notice in writing or using the appropriate on-line cancel form and return all equipment within 15 days of termination date to Rowe Networks 338 Main St, Byesville, OH 43723 during business hours or via common carrier. When relocating, Customers must call for a disconnection at least 2 weeks in advance. Customer remains responsible for payment of all service prior to disconnection, and for any payment remaining after arrangements are made for a Rowe Networks representative to pick up a wireless transceiver box(s), a trip charge may be assessed.
5. Customer agrees to the terms and conditions set forth in the Rowe Networks customer Agreement posted on the roweinternet.com website.
6. Transfer of account from one Customer to another is prohibited without expressed written consent of Rowe Networks All accounts must be closed and re-opened for issuance of a new account number to a new Customer. In such cases a transactional fee may apply.
7. Rowe Networks shall not have any responsibility for maintenance or repair of the customer's computer or other equipment. Customer acknowledges that Rowe Networks shall not be liable for Customer's computer, Network, other hardware, software or data, directly or indirectly related to this service. Customer Owner hardware provided by Rowe Networks at the time of installation is subject to the manufacturer's warranty and becomes the customers responsibility to maintain. Customer agrees to pay \$40.00 per hour for any additional labor required on the customer's equipment while on-site that is not related to the installation of the gateway machine or router set up. Any additional setups will be billable.

EQUIPMENT – CUSTOMER RESPONSIBILITY

1. THE EQUIPMENT FURNISHED BY ROWE NETWORKS AS A RENTAL IS AND SHALL REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF ROWE NETWORKS (customer owned equipment and the Ethernet card excluded). Rowe Networks or its authorized agents may remove all equipment at any time following the termination of this agreement for any reason. Unless purchased by the customer, at the time of cancellation the customer has thirty days to return all equipment to Rowe Networks, 338 Main St, Byesville, OH 43723. If Rowe Networks has to go and retrieve any equipment, the customer will incur a \$75.00 charge, and if the customer does not return the equipment at all (or allow Rowe Networks to retrieve said equipment,) the customer will incur a \$400.00 charge.
2. Customer shall acquire no interest in wireless transceiver boxes or any other equipment by virtue of any payments made thereto, or otherwise.
3. Customer agrees if they make repairs or otherwise alter or disturb or tamper with the wireless transceiver box or other cables and equipment and/or software drivers or network configuration then Rowe Networks reserves the right to charge normal service rates to get equipment and/or software drivers-configuration back up to working order. Only Rowe Networks, or its authorized representatives, are permitted to perform any work on such equipment. Rowe Networks or its authorized representatives shall perform reasonable repairs and service calls concerning the equipment under normal warrantee procedures. Service does not necessarily include replacement of used or worn cables, connectors, ends, wrapping or other items listed on form. Outdoor equipment, cable, connectors, and other items have a life expectancy and may need to be replaced over time which is the responsibility of the Customer. Routine antenna re-alignment is the responsibility of the customer.
4. If due to mistreatment or negligence by the Customer or persons within the Customer's control or supervision, the equipment requires repair or service, Customer shall be required to pay charges for such repair or service performed by Rowe Networks or its authorized representatives. Any Customer owned Ethernet adapters or other equipment are covered under applicable manufacturer warranties if originally purchased from Rowe Networks
5. In the event the equipment is lost, stolen or destroyed while in Customer's possession, or in the event Customer fails to return same to Rowe Networks within 15 days of termination of service, Customer shall be responsible for the current replacement cost for each piece of equipment listed on form.
6. To the extent Rowe Networks has retained a security deposit prior to issuing any equipment, and where Customers fails to return equipment in good working condition, Rowe Networks shall retain such security deposit. If Customer has elected to pay for monthly service by credit card, and fails to return equipment, or fails to return equipment in good working condition, Customer will be billed or

their credit card will automatically be charged for the value of the equipment or its repair up to \$400 for each wireless transceiver box.

7. The wireless equipment is the property of Rowe Networks. Unauthorized possession or use of the equipment, or unauthorized use of the Rowe Networks service, will subject the Customer to criminal prosecution under Ohio State and Federal laws that pertain to theft of wireless and related equipment and services. Violators of these laws face fines, imprisonment or both.
8. Rowe Networks users must abide by our anti-Spam policies. Any parties engaging in Spam or unsolicited e-mail will be immediately terminated with penalties. Customer agrees to defend, indemnify and hold harmless Rowe Networks, its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the service or the use of Customers account.
9. Customers who choose to download copy written music/DVD's or any such related items agrees to defend, indemnify and hold harmless Rowe Networks its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the service or the use of Customers account.
10. Rowe Networks will not be held responsible for any losses due to interruption of service provided. The customer acknowledges that they are aware of the technology and interference that can result and changes in the physical landscape and that they will experience downtime. If downtime is over a reasonable time frame, customer will be switched to a dialup account, if available at the current dialup rates.
11. Rowe Networks customers will be responsible for installing the appropriate software/hardware to avoid security breaches of their system. Customer agrees to defend, indemnify and hold harmless Rowe Networks, its affiliates and third party content and information service providers, and their respective officers, directors employees and agents, from and against all claims and expenses, including attorney's fees, either arising out of the Customer's use of the service or the use of Customers account.
12. Customers acknowledge that they are aware that Rowe Networks will monitor bandwidth usage of each user. Customer acknowledges that Rowe Networks has a bandwidth cap on each account and that exceeding this cap will add additional charges to their monthly billing amount. The current cap is: UNLIMITED GB/MONTH. Rowe Networks reserves the right to modify the monthly cap on any account at any time. Rowe Networks will attempt to contact the user and provide a 30-day notice of such changes but will not require an acceptance by the customer to implement such changes. Customer is responsible for ensuring that their usage of the service does not improperly restrict, degrade or adversely affect the other user's use of the services. Customer must comply with the current bandwidth, data storage speed, and other limitations of service. If Rowe Networks determines that the customer is adversely exceeding the bandwidth Rowe Networks reserves the right to modify or terminate the account immediately without notice.
13. Limitation of Liability from damages caused by accidents and natural effects to antenna structures. You agree that you have complete legal authorization and authority to place the required antenna structure where Rowe Networks deems it is required. If such authority is challenged by any legal authority, you the client shall bear any and all of the responsibility. Further, while Rowe Networks or its contractors installs all equipment according to nationally accepted standards. Faults in materials or extreme weather can cause failure of the antenna structure allowing water leakage or impact damage and injury from the fall of the antenna structure. In no case will Rowe Networks be responsible for any failure in the antenna structure and incidental or coincidental damages, all such damages are the responsibility of the client or client's insuring agency. During installation minor and other damages can occur. Rowe Networks installers assume that the client feels their roof or other structure is fit to walk and work on, if any damage or injury to Rowe Networks employees or its contractors occurs from working or walking or climbing on a roof or any other structure, client and/or its insurer bears all responsibility.
14. Repeat Signals: Rowe Networks reserves the right to add additional equipment at the customer location to repeat signals and/or to mesh our customer network, customers will not incur fees for this or receive compensation unless otherwise agreed to and documented.
15. Faxed or Scanned Copies: You may sign this Agreement and fax or scan and email it to us, and it will have the same effect as if you had returned to original signed document to us. In proving this Agreement, it will not be necessary for us to produce or account for the original document signed by you if we produce the faxed or emailed copy that you sent to us.