

# New River Valley Unwired, LLC - Customer Agreement

New River Valley Unwired, LLC ("NRVU") is an Internet Service Provider ("Service"). This Service Agreement ("Agreement") states the terms and conditions under which NRVU will provide the Service to the Customer. By using the Service, Customer agrees to be bound by the terms of this Agreement.

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## 1. Equipment Needs for Provision of the Service

- 1.1 Provision of Service: NRVU will provide a broadband network connection on an unshielded twisted pair Cat5 data cable at the Customer's site. Cable will be terminated either in a female receptacle or RJ45 mail end connector as determined by the local environment.
- 1.2 Computer Equipment: Customer will need an ethernet interface on their computer in the form of a RJ45 modular connection or a wireless client to connect to the Service.
- 1.3 Software: At the time of installation of the Service, NRVU may provide Customer with common third-party software (a browser and plug-ins) to enable and enhance the Service. NRVU does not support third-party software. If Customer has any questions concerning third-party software, Customer should contact the software manufacturer directly.

## 2. General Subscriber Responsibilities

- 2.1 NRVU requires that Customer comply with the terms of NRVU's Acceptable Use Policy. A copy of that Acceptable Use Policy can be found on NRVU's website at <http://www.nrvunwired.net/docs/>, and is incorporated into this Agreement by reference.

## 3. Monitoring the Services and Privacy

- 3.1 NRVU is concerned with issues of privacy. NRVU has no obligation to monitor NRVU Service content but Customer agrees that NRVU has the right to monitor the Service in accordance with its Privacy Policy. A copy of the Privacy Policy can be found on NRVU's website at <http://www.nrvunwired.net/docs/> and is incorporated into this Agreement by reference.

## 4. Customer Payment Obligations

- 4.1 Monthly Service Fees: NRVU will bill Customer a standard monthly fee for the Service. Customer agrees to pay the bill by its due date. NRVU may change the amount of the standard monthly fee upon thirty (30) days written notice.
- 4.2 Installation Fees: NRVU may charge Customer a one-time installation fee subject to promotional offerings.
- 4.3 Late Fees, Collections Expenses and Termination for Unpaid Balances: If Customer's payments are not current, NRVU may impose a late fee not to exceed 10% of the outstanding balance or the Service may be disconnected without notice. Customer will also be liable to pay NRVU for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on Customer's Account.
- 4.4 Charges for Online Services or Internet Transactions: Through use of the Service, Customer may access certain information, products, or services of others for which there is a charge. These include certain on-line services such as America Online. Customer agrees that Customer is solely responsible for all fees or charges for these on-line services, products or information.

## 5. Disclaimer of Warranties and Limitation of Liability

- 5.1 No Warranty: Customer agrees that Customer uses the Service and any software and equipment supplied by NRVU at Customer's sole risk. The Service and NRVU equipment are provided on an "as-is basis," without warranties of any kind, including without limitation any warranties of non-infringement, fitness for a particular purpose and merchantability. NRVU does not warrant uninterrupted use of Service. NRVU does not warrant that the Service will be error-free, free of viruses or other harmful components. NRVU does not warrant that any data or files Customer sends or receives via the Service will be free from unauthorized access by others or that other users will be unable to gain access to Customer's computer.
- 5.2 Limitation of Liability/Exclusive Remedy: NRVU's entire liability and Customer's exclusive remedy with respect to the use of the Service or its software and equipment or any breach by NRVU of any obligation NRVU may have under this agreement shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective NRVU-owned software or equipment. In no event shall NRVU liability to Customer for any claim arising out of this Agreement exceed the amount paid by Customer to access and use the service for a period of three months.  
In no event shall NRVU be liable for any breach of warranty, direct, indirect, consequential, exemplary, special, lost profits, or punitive damages with regard to the installation, outage, maintenance, use, failure or removal of the Service.
- 5.3 Right of Entry and Damage to Customer's Home or Business Computer During Installation: Customer agrees to permit NRVU to enter Customer's home and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide the Service. NRVU will not enter Customer's home to install or repair Customer's system unless an adult is present in Customer's home at the time of the service call. NRVU shall not be liable for any damage, loss or destruction to Customer's home or Customer's computer equipment during installation, including but not limited to any damage to, or loss or destruction of any hardware, software, files or data.
- 5.4 Damage to Equipment Owned by NRVU: All equipment provided by NRVU shall remain its sole property throughout the term of this Agreement. Customer agrees that Customer will not sell, transfer, lease, assign or otherwise encumber any equipment leased by NRVU to Customer. Customer agrees to pay the full replacement cost for the repair or replacement of any lost, stolen, damaged or unreturned equipment, together with any costs incurred by NRVU in obtaining or attempting to regain possession of NRVU-owned equipment.
- 5.5 Force Majeure: Customer agrees that NRVU will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

5.6 Mailbox Deactivation: Customer agrees that if Customer does not access a NRVU electronic mailbox for a period of six months, NRVU may deactivate said mailbox. Customer understands that NRVU may delete the contents of the mailbox, if any, at that time. Customer may still retain the e-mail address and subsequently reactivate the mailbox at any time .

**6. Indemnification**

6.1 Customer agrees to indemnify and hold harmless NRVU from any claims brought against NRVU related to Customer's use of the Service or the violation of the Acceptable Use Policy or the Privacy Policy. Customer agrees to pay any attorneys' fees incurred by NRVU in bringing any action related to the Service or a breach of the terms of this Agreement against NRVU.

**7. Termination of The Service**

7.1 Customer's Right to Terminate the Service: Customer may terminate the Service at any time by calling NRVU's local customer service department. Upon termination, Customer agrees to pay any outstanding account balance and Customer will return any NRVU-owned equipment to NRVU within thirty (30) days of termination of account. If Customer does not return NRVU-owned equipment within thirty (30) days of the date of termination of Customer's account, NRVU will add a charge to Customer's account balance for the replacement value of the leased equipment, which Customer failed to return.

7.2 NRVU's Right to Terminate the Service: NRVU may terminate or disconnect the Service at any time without prior notice if NRVU believes in its sole discretion that Customer:

(a) Failed to pay Customer's bill when 30 days past due. If Customer is disconnected for failure to pay, Customer may be charged a disconnection and/or a reconnection fee.

(b) Violated the Acceptable Use Policy.

(c) Violated the Privacy Policy.

(d) Violated any other provision of this Service Agreement.

7.3 Rights Upon Termination: In the event that Customer's account is terminated or cancelled, no refund, including any fees Customer paid to NRVU, will be granted. NRVU will not be responsible for the return of data stored on our servers, such as web and e-mail servers.

Customer agrees that NRVU has no obligation to visit Customer's home upon termination to reconfigure Customer's computer. Customer also agrees that NRVU has the right to repossess all NRVU property from the Customer's premises. NRVU-owned equipment includes radios, antennas, cable and system mounting hardware.

**8. Miscellaneous**

8.1 Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supercedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

8.2 No Rights or Remedies for Third Parties: This Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and us.

8.3 Governing Law: This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the State of Virginia, without regard to conflicts of law provisions. Customer agrees that the federal and state courts of Virginia alone have jurisdiction over all disputes arising under this Agreement and Customer consents to personal jurisdiction of those courts.

8.4 Severability: If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permitted by law.

8.5 Changes to the Agreement: NRVU may change, amend, alter, or modify this Agreement at any time. NRVU may notify Customer of any change either by posting that change on NRVU's website ([www.nrvunwired.net](http://www.nrvunwired.net)), by sending Customer an e-mail or by U.S. mail. If Customer continues to use the Service after notice has been made of a change, Customer agrees to accept those changes.

8.6 No Assignment: Customer may not assign this Agreement or Customer's rights or obligations under this Agreement without NRVU's prior written consent.

8.7 Waiver: Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

8.8 Contact Information: If Customer has a problem with the Service, Customer may contact Customer's local customer service at as specified at ([www.nrvunwired.net](http://www.nrvunwired.net)).

Customer Signature: \_\_\_\_\_ Date \_\_\_\_\_

Customer Name (printed): \_\_\_\_\_

Address: \_\_\_\_\_