

# TERMS OF SERVICE

## CUSTOMER SERVICE AGREEMENT-24 month

### TERMS AND CONDITIONS

This is an agreement between you (the "Customer") and Invisalink Wireless Enterprises, L.L.C., a Michigan corporation ("Invisalink Wireless"), for wireless Internet service ("Service") and associated Customer Premise Equipment ("CPE").

- 1. Term of Agreement.** This Agreement will commence upon installation of the necessary CPE and subsequent activation of service. It shall continue until Customer or Invisalink Wireless terminates the Service. Invisalink Wireless may terminate the Service and this Agreement by giving notice to Customer at any time. Customer may terminate the Service and this Agreement by giving written notice to Invisalink Wireless at any time after the end of the term, which shall extend Twenty Four (24) months from the activation date indicated below. During this term, Customer may terminate the Service and this Agreement by giving Thirty (30) days written notice and paying an early termination fee of \$299.00.
- 2. Internet Service Fees.** Customer shall pay a monthly service fee to Invisalink Wireless. The service fee will be paid by Customer in advance on a monthly basis. The amount of the monthly service fee is set forth below. After the end of the term, Invisalink Wireless may change the monthly service fee by giving not less than Thirty (30) days advance written notice to Customer. If Customer authorizes Invisalink Wireless to charge monthly installments to a credit card or any other account, no additional notice or consent will be required for billings to the credit card or customer supplied account. Should the customers' selection of payment cause additional per-transaction bank fees, such fees will be added to Customers' monthly service amount. All monthly service fees and other charges billed to Customer shall be paid by the due date shown on the invoice, which shall be not less than five (5) business days after the date of the invoice. In the event that any payment is not received within five (5) business days of its due date, Invisalink Wireless will charge and Customer will pay a delinquency and collection charge of Ten Dollars (\$10.00). In the event that any check tendered by Customer is returned for insufficient funds or any credit card or other customer supplied account transaction is declined or not processed by Customers' financial institution on within five (5) business days, Invisalink Wireless may assess a fee of Fifty Dollars (\$50.00) to Customer.
- 3. Customer Premise Equipment (CPE).** Customer understands that all CPE, with the exception of cables and any purchased equipment, provided by Invisalink Wireless will be on a rental basis. Customer will pay monthly rental fees for the use of said equipment for the duration of Service agreement, as well as subsequent Service agreements. This rental fee is included in the monthly service fee as agreed to by Invisalink Wireless and Customer. Customer also agrees to pay for any damage to Invisalink Wireless supplied equipment, which cannot be attributed to an act of God (i.e. lightning, falling trees or flooding). Customer agrees not to move, modify, alter, or otherwise tamper with Invisalink Wireless provided CPE in any way as this can cause interruption in service, cause bodily harm or injury, and can be considered grounds for termination of this agreement. Customer further agrees that Invisalink Wireless will be allowed to enter Customer premises/property (including climb on roof or tower) for the purposes of maintenance, repairs, or at the termination of service, in order to remove any equipment that has been supplied by Invisalink Wireless. Invisalink Wireless reserves the right to charge Customer to repair or replace CPE effected by actions taken by customer as noted in this section. In addition, should the CPE be removed by either party, Invisalink Wireless reserves the right to charge for re-installation.
- 4. Technical Assistance Fees.** In addition to Internet Service Fees, customer may be billed for technical assistance. Customer will not be charged for technical assistance to troubleshoot problems related to Invisalink Wireless service or Invisalink Wireless provided hardware. Technical assistance provided after the initial service installation for issues not related to delivery of our internet service or our rented hardware will be billed at prevailing hourly rates. Such service will be due and payable at the time of service. Technical assistance fees not paid at the time of service will be added to Customer's next billing cycle.
- 5. Expenses of Collection.** In the event that Customer fails to pay any service fee or other charge when due or otherwise breaches this Agreement, Invisalink Wireless shall be entitled to recover any expenses of collection or enforcement, including without limitation attorney fees. Customers disconnected due to late payment, non payment or other default(s), will be charged an additional \$25.00 re-connect fee. If customer payment is not received after 60 days, the account will be considered in default and the early termination fee of \$299.00 will be added to the fees accrued here. Should any Invisalink Wireless provided equipment not be available for removal within 30 days of service termination, an equipment charge of \$500.00 will also be applied.
- 6. Availability of Service.** The Service is available to Customer's Customer Premise Equipment ("CPE") only when the CPE is within the operating range of Invisalink Wireless's Internet system. Service availability is subject to limitation or interruption due to various factors including governmental actions or regulations; acts or omissions of underlying Internet access providers; topographic, geographic and other environmental conditions; problems with the installation, operation or maintenance of the CPE; acts of God; strikes; riots; wars; and other causes beyond the control of Invisalink Wireless. Service availability is further subject to limitation or interruption due to capacity or transmission limitations or measures taken to prevent misuse of the Service. Customer hereby waives any claim for consequential or incidental damages related to or arising from an interruption, limitation or other unavailability of the Service and agrees that Invisalink Wireless's liability for any such event shall be limited solely to the service fee attributable to the affected period. This Section 6 shall survive termination of this Agreement.
- 7. Use of Service.** Customer agrees not use the Service for any unlawful or abusive purpose. Customer agrees to abide by the Invisalink Wireless Acceptable Use Policy. By signing Customer Initials below, customer acknowledges receipt of the Invisalink Wireless Acceptable Use Policy (for Residential or Business Customers) at time of service activation.
- 8. Right of Refusal.** Invisalink Wireless reserves the right to refuse service for any reason other than race, creed, color, sex, gender orientation, religious or political affiliation.
- 9. Assignment.** Customer's rights under this Agreement may not be assigned to any third party.
- 10. Notices.** Written notices shall be effective when properly addressed to the parties at their respective addresses set forth below and deposited with the United States Postal Service, postage prepaid. Invisalink Wireless may also notify Customer in writing by one or more of email, UPS, FedEx, or in person.
- 11. Complete Understanding.** The parties hereto acknowledge that this Agreement constitutes their entire agreement as to the subject matter hereof and that there are no understandings, agreements, representations or warranties not specified herein.
- 12. Modifications.** No purported modification by Customer hereof shall be effective. Invisalink Wireless reserves the right to make changes to this agreement at any time. If modifications are made, Invisalink Wireless shall notify Customer in writing by one or more of email, US Postal Carrier, UPS, FedEx, or in person.
- 13. Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 14. Non-Waiver.** Invisalink Wireless's delay in exercising or its failure to exercise any right hereunder shall not constitute a waiver of the right to exercise the same or any other right at any time thereafter.
- 15. Severability.** If any provision hereof shall be adjudicated to be invalid or unenforceable by a court of competent Michigan jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof. Such invalid or unenforceable provision shall be severed from this Contract.

Customer Initials \_\_\_\_\_

Rev 8, 04/10

## **Acceptable Use Policy**

In order to provide superior customer service with a no-nonsense commitment to customer satisfaction and to insure the integrity of your internet service, Invisalink Wireless Enterprises, L.L.C, (aka “Invisalink Wireless” or “Invisalink”), has adopted the following “Acceptable Use Policy” for Invisalink customers. Please read this Acceptable Use Policy prior to accessing Invisalink Wireless internet service. By accessing and using Invisalink Wireless services, you agree to the terms and conditions of this Acceptable Use Policy. **This policy is considered part of your Customer Service Agreement/Contract as stated in Item 7,**

The use of Invisalink Wireless service for illegal purposes is prohibited. Use of Peer to Peer, Torrent, or other mass downloading applications is strictly prohibited. Unlawful use may include, but is not limited to: illegal on-line gambling, transmissions, posting or downloading of child pornography, intentional spreading of computer viruses or harmful code, unlawful entry into public or private computer systems including Invisalink Wireless own network infrastructure, trafficking in stolen credit card codes, use of the Invisalink Wireless network in violation of the Digital Millenium Copyright Act (DMCA), or any other violation of an applicable federal, state, or local law will result in immediate account termination. Invisalink Wireless reserves the right to restrict, suspend or cancel Subscriber’s service if Subscriber’s use is considered excessive, abusive, or in any way interferes with other Invisalink Wireless subscribers or Invisalink Wireless networks or violates this policy, at Invisalink Wireless sole discretion.

## **Registration Requirements**

Subscriber represents that he/she is at least 18 years of age and has the right and ability to enter into this Agreement. By accepting this Agreement, Subscriber represents that they meet this age requirement. Minors who use the Service are required to have parental or guardian consent. Subscriber agrees to provide Invisalink Wireless with accurate and complete contact information including legal name, physical street address and local telephone numbers. Invisalink Wireless may refuse service if any contact information is found to be inaccurate or unverifiable. Any changes to address or contact information must be reported to Invisalink Wireless within 10 days of the change.

## **Use of Services**

Subscriber agrees that all use of Invisalink Wireless Services are to be used for Subscriber’s own use and may not be provided or resold to, in any manner, whether wholesale or retail, to the public or to any of Subscriber’s customers, clients or tenants, without prior written consent from Invisalink Wireless. Revealing your account passwords to others or allowing use of your account by others is prohibited. The Subscriber is responsible for ensuring the privacy of their passwords, and making sure they are protected. Subscriber is solely responsible for the provisioning, configuration and maintenance of all equipment of Subscriber’s premise, including but not limited to, computer equipment, software, modems and phone lines.

## **Internet Services – Guarantees**

Invisalink Wireless high speed Internet access is offered only as a best effort service and should not be used for applications where availability and bandwidth are mission critical. Unless otherwise specified on a given Invisalink Wireless rate plan, Invisalink Wireless does not provide any minimum speed guarantee. The

advertised speeds on non-guaranteed rate plans are maximum speeds only. Actual obtainable speeds on these plans may be markedly lower and will vary depending upon many factors including location of your home or office, quality of equipment, computer performance and configuration, network or Internet traffic/congestion, Internet sites accessed and current weather conditions. Uninterrupted and error free service is not guaranteed. Business Class service will take precedence over Residential Class service during outages and upgrades.

## **Unauthorized Solicitation**

The use of any Invisalink Wireless service, network, or system to solicit Invisalink Wireless Subscribers by other competitive services is prohibited.

## **Harassment, Hacking and Fraudulent Behavior**

Threatening actions of any kind with the implication or intent to harm persons, groups or property is prohibited. Harassment of any kind with the intent to annoy or threaten other persons is prohibited.

Invisalink Wireless forbids active searches for security problems in Invisalink Wireless's network, or any other network, reachable by Subscriber. Invisalink Wireless will pursue all legal avenues against those violating this policy, including but not limited to, criminal prosecution.

Subscriber will not attempt to probe, undermine, hinder, damage, or disrupt the hardware, software, or security of the Invisalink Wireless system, the Invisalink Wireless Network, the Internet, or any system reachable directly or indirectly through our service.

Any access to other networks through Invisalink Wireless must comply with the rules appropriate for that network. Specifically, this prohibits any commercial use of any public access network without prior consent from the administrators of that network.

Subscriber will not make fraudulent offers of products, items or services originating from Invisalink Wireless.

## **Malicious Conduct / Violations of the Law**

Subscriber may use Invisalink Wireless Services for lawful purposes only. All uses of Services by Subscriber shall comply with all local, state and federal laws as well as all rights, obligations, limitations or other interests of any third person or entity.

Unauthorized copying of copyrighted material, including but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, music, and copyrighted software is prohibited. The Subscriber assumes all risks regarding the determination of whether material is in the public domain.

Using Invisalink Wireless services to post or transmit, in any form, any threatening, abusive, libelous, defamatory or otherwise objectionable information of any kind, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, or Federal law or regulation, including without limitation, the U.S. export control laws is strictly prohibited. Invisalink Wireless reserves the right to, in its reasonable good faith discretion and without notice, to provide Subscriber information to the courts, law agencies or others involved

in the prosecuting claims or investigations for conduct alleged to be illegal or to threaten or violate the rights of any person or entity.

## **Indemnity**

Subscriber agrees to defend, indemnify and hold Invisalink Wireless and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorney's fees, resulting from use of the Service which damages Subscriber or another party.

## **Terms of Agreement**

This agreement is effective from Subscribers acceptance thereof, which is indicated by Subscriber's initial use of Service, signed physical contract and initials on contract addendum pages.

## **Disclaimer of Warranty**

*SUBSCRIBER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT THE SUBSCRIBER'S SOLE RISK. NEITHER INVISALINK WIRELESS NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES INVISALINK WIRELESS OR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES. THE SERVICES ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. NEITHER INVISALINK WIRELESS MISSOURI INC. NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE SERVICES OR THE INABILITY TO USE THE SERVICES OR OUT OF ANY BREACH OF ANY WARRANTY. SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO ALL THIRD PARTY CONTENT AND ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICES. SUBSCRIBER AGREES THAT IT WILL NOT IN ANY WAY HOLD INVISALINK WIRELESS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICES.*

Subscriber acknowledges that Internet sites and use of the Internet might consist of, include and/or provide access to images, sound, text and other content that may be unsuitable for children and may be objectionable to adults. Subscriber acknowledges that Invisalink Wireless is not responsible for any such content or material and agrees that access to same through use of the Services is at Subscriber's sole risk.

Subscriber acknowledges that the reliability, availability and performance of resources accessed through the Internet are beyond Invisalink Wireless's control and are not in any way warranted or supported by Invisalink Wireless. Subscriber acknowledges that safeguards relative to copyright, ownership, decency, obscenity, security, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Subscriber acknowledges that Invisalink Wireless does not evaluate, endorse or in any way vouch for the accuracy, completeness, truthfulness, security or reliability of any service, opinion, material

of information made available through the Services. Subscriber assumes all risk and liability for use of the Internet.

Invisalink Wireless assumes no liability for damage to account files or loss of data due to Invisalink's direct or indirect fault. Invisalink Wireless assumes no liability for connect time charges that are attributable to the Subscriber's failure to maintain confidentiality or from failure to protect the password from unauthorized Subscribers. Invisalink Wireless makes no guarantee and assumes no liability for the security of any data on any server including "secure servers". The Subscriber acknowledges that there is no guaranteed privacy on the Internet and that Invisalink Wireless is not liable for any viewing or interception of the Subscriber's email, news, etc. by outside parties.

While Invisalink Wireless does not typically monitor the content of any of the Subscriber's files or activity, Invisalink Wireless reserves the right to monitor Subscriber activity if applicable activity adversely impacts Invisalink Wireless Services or customers.

## **Right of Refusal**

Notwithstanding any other provision of these guidelines, Invisalink Wireless reserves the right to refuse service to anyone for any reason, including but not limited to inappropriate postings, uploading or the inclusion of objectionable materials in web-hosting space. If Invisalink Wireless, in its sole discretion, deems that the above guidelines are being violated, for any reason, it reserves the right to terminate the offending account immediately without notice or refund.

## **Invisalink Wireless Website Privacy Statement**

This document was last updated on 6/11/2019.

### **1. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

Invisalink Wireless is committed to protecting your privacy. This Privacy Statement sets forth our current privacy practices with regard to the information we collect when you or your computer interact with our website. By accessing Invisalink Wireless internet service, you acknowledge and fully understand the Invisalink Wireless Privacy Statement and freely consent to the information collection and use practices described in this Website Privacy Statement.

### **2. INFORMATION WE COLLECT AND HOW WE USE IT**

Invisalink Wireless collects certain information from and about its users three ways: directly from our Web Server logs, the user, and with Cookies.

#### **1. Web Server Logs.**

When you visit our Website, we may track information to administer the site and analyze its usage. Examples of information we may track include:

- Your Internet protocol address.
- The kind of browser or computer you use.
- Number of links you click within the site.
- State or country from which you accessed the site.
- Date and time of your visit.
- Name of your Internet service provider.
- Web page you linked to our site from.
- Pages you viewed on the site.

## **2. Use of Cookies**

Invisalink Wireless may use cookies to personalize or enhance your user experience. A cookie is a small text file that is placed on your hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a Web Server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize a web page, or navigate within a site, a cookie helps the site to recall your specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving your preferences and login information as well as providing personalized functionality.

Invisalink Wireless reserves the right to share aggregated site statistics with partner companies but does not allow other companies to place cookies on our website unless there is a temporary, overriding customer value.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you reject cookies by changing your browser settings, then be aware that this may disable some of the functionality on our Website.

## **3. Personal Information Users**

Visitors to our website can request additional information about our products or services. When you make such a request, we will request some personal information such as name, address, email, telephone number or facsimile number, and other relevant information. For other types of registrations, we will ask for the relevant information. You may also be asked to disclose personal information to us so that we can provide assistance and information to you. For example, such data may be warranted in order to provide online technical support and troubleshooting.

We will not disclose personally identifiable information we collect from you to third parties without your permission except to the extent necessary including:

- To fulfill your requests for services.
- To protect ourselves from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of the company.

## **3. USE OF WEB BEACONS OR GIF FILES**

Invisalink Wireless Web pages may contain electronic images known as Web beacons – sometimes also called single-pixel gifs – that allow Invisalink Wireless to count users who have visited those pages and to deliver co-branded services. Invisalink Wireless may include Web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these Web beacons may be placed by third party service providers to help determine the effectiveness of our advertising campaigns or e-mail communications. These Web beacons may be used by these service providers to place a persistent cookie on your computer. This allows the service provider to recognize your computer each time you visit certain pages or e-mails and compile anonymous information in relation to those page views, which in turn enables us and our service providers to learn which advertisements and emails bring you to our website and how you use the site. Invisalink Wireless prohibits Web beacons from being used to collect or access your personal information.

#### **4. CHANGES TO THIS STATEMENT**

Invisalink Wireless has the discretion to occasionally update this privacy statement. When we do, we will also revise the “updated” date at the top of this Privacy page. We encourage you to periodically review this privacy statement to stay informed about how we are helping to protect the personal information we collect. Your continued use of the service constitutes your agreement to this privacy statement and any updates.

#### **5. CONTACTING US**

If you have questions regarding our Privacy Statement, its implementation, failure to adhere to this Privacy Statement and/or our general practices, please contact us. E-mail [info@invisalink.net](mailto:info@invisalink.net) or send your comments to:

**Invisalink Wireless**

**Attention: Invisalink Management- Privacy Statement Information**

**P.O. Box 371 Durand, Michigan 48429**

Invisalink Wireless will use commercially reasonable efforts to promptly respond and resolve any problem or question.