



Name:

Address:

City, Zip:

Telephone:

Our policy strictly prohibits the following:

1. Distribution, storage, or transmission of any material that may violate any international, federal, state, local law or regulation is strictly prohibited. This includes, but not limited to, material protected by trademark, copyright, trade secret or other intellectual property used without proper consent, and material that is defamatory, obscene, or violates applicable laws.
2. Sending spam (unsolicited mail messages), advertising material to individuals who did not request the material. This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements. It also includes posting similar messages to newsgroups.
3. Forging or unauthorized use of mail header data (spoofing), IP address, network MAC address, or account logins.
4. Attempting or obtaining service or products with intent to avoid payment. Sharing, selling, or distributing internet access between neighbors or remote users is prohibited.
5. Attempts by a user to obtain access to an unauthorized computer resource or account owned by another person (cracking).
6. Activities that cause an intentional network overload or denial of service to any computers, customers or users on any network. Bandwidth is not dedicated.
7. Destruction, alteration, or access, or attempt, to any information that belongs to Texas Wireless Internet (our network), customers or users.
8. Distributing, advertising, sending, or making available any program, product, or service that violates this policy or any other Internet Service Provider (ISP), which includes the means to send spam, piracy of software, and denial of service attacks.
9. Services that interfere with the use of our network by other customers or authorized users. Each customer is responsible for the activities at their location, by accepting this agreement, is agreeing to ensure that all users abide by this policy. If violations of this policy occur, Texas Wireless Internet reserves the right to terminate services or take action to stop the offending customer from violating this agreement we deem necessary, without notice.

(continued on back)

Service Agreement

- Wireless equipment (radio/transmitter/antenna/mast/ac adaptor) remains property of Texas Wireless Internet, which is leased to the customer and included in monthly service. If the equipment is not returned within 30 days of service cancellation and in good condition the customer will be charged the MSRP of \$395 for the equipment.
- The customer grants Texas Wireless Internet permission to repair, maintain, replace, reposition or remove any equipment owned by Texas Wireless Internet on the customer's property at any time.
- It is the customer's responsibility to protect, secure, and backup their computer. This includes but not limited to installation of a firewall and software that protects against viruses, spyware, and spam. We take the same precaution on all of our servers and use encryption on all wireless network transmission.
- Parental controls are the responsibility of the customer. Please visit our website for more information. (<http://www.txwinet.com/faq.php>)
- Installation of equipment may require holes, screws, wire, poles, outlets, and wall jacks to your home or apartment. It is not the responsibility of Texas Wireless Internet to reverse any changes made during the installation process. The customer is responsible for the safety, inspection, maintenance and repairs of equipment and property after the installation. Onsite service calls resulting from customer computer problems, faulty customer hardware, broken wiring, router or network misconfiguration will be billed at \$39.95/hr, 1 hour minimum charge.
- Geographic limitations such as trees and hills may prevent installation of equipment within our coverage radius. Customers just beyond our coverage area with a high elevation and no obstructions to our tower may be candidates for service. It is the customer's responsibility to trim any trees that may interfere with signal after initial installation.
- Network availability of 100% is not guaranteed. It is our goal to prevent network outage and make any repairs as fast as possible. Texas Wireless Internet will not be held liable for any network down-time, information lost, or lost productivity. Speeds are maximum rate, not guaranteed, and may vary based on network traffic
- The initial term of service will be for one (1) month and start on the date of this agreement. Following the initial term, the service shall automatically renew for successive renewal terms of equal duration to the initial term, unless customer gives written notice by mail or email of termination at least seven (7) days before the end of the current term. Past due accounts are subject to service suspension and a late charge of \$5 per month.
- The use of voice over internet protocol (VOIP) is not supported by Texas Wireless Internet. We can not guarantee the availability of emergency medical services (EMS), 911 or E911 service on our network.

This Texas Wireless Internet Conditions of use policy is effective 9/16/2005. We reserve the right to modify this policy at any time, without notice. Please report any violations to us.

Email address _____ date _____
Monthly invoice: Email (free) or Mail (\$1.00) 1 Mbps \$_____/Mo *
 2 Mbps \$_____/Mo *
X _____ 4 Mbps \$_____/Mo *
(Customer's signature)

Texas Wireless Internet use only

* plus tax

SM IP _____	Installer's name _____
Install payment \$ _____	Payment method _____
Services/Products _____	wpa-psk