



ShoreWaves Residential Internet Service Agreement

ShoreWaves Internet is an Internet access service ("Service"). This Service Agreement ("Agreement") states the terms and conditions under which ShoreWaves, LLC, ("ShoreWaves") agree to provide Internet Service to a subscriber ("Customer" or "you").

Customer agrees to be bound by the terms of this Agreement and the Acceptable Use Policy ("AUP"), which is posted on the ShoreWaves web site www.shorewaves.net.

1. Equipment

- a. ShoreWaves will provide the necessary equipment to bring Internet service into the building being served ("premises"). The cable connecting the outdoor equipment through the wall and to the indoor ShoreWaves Equipment becomes your property. If it is damaged or destroyed there will be a charge to repair or replace it. If the Shorewaves Equipment fails in normal use ShoreWaves will replace it without cost according to the warranty contained in section 4 of this agreement. Customer shall provide 110 volt electrical power for the ShoreWaves Equipment, which uses about 4 to 8 watts continuously.
- b. All ShoreWaves Equipment, including but not limited to the outdoor antenna, the indoor POE power brick, Air Router or Air Gateway belongs to ShoreWaves LLC and will not be deemed fixtures to or in any way part of the Premises. ShoreWaves Equipment includes all equipment provided to you by us except the cable as described in Section 1(a). **You agree to use ShoreWaves Equipment only for Service delivered pursuant to this Agreement and will not use ShoreWaves' Equipment or Service for any illegal purpose or in violation of ShoreWaves' AUP.**
- c. We may remove or change ShoreWaves Equipment at our discretion at any time Service is active or following the termination of your Service. You agree that our addition, removal, or change to ShoreWaves Equipment may interrupt Service. You may not sell, lease, abandon or give away ShoreWaves Equipment, or permit any other service provider to use ShoreWaves Equipment. ShoreWaves Equipment may only be used in the Premises where it has been installed by ShoreWaves. You will not allow anyone other than ShoreWaves employees or agents to service ShoreWaves Equipment.
- d. Customer agrees to pay the full retail cost for the repair or replacement of any lost, stolen, damaged or unreturned Equipment, together with any costs incurred by ShoreWaves in obtaining or attempting to regain possession of ShoreWaves' Equipment.

2. Service Standards

- a. The Service is provided to Customer on a best effort basis, and is not guaranteed to operate 100% of the time
- b. The Service is dependent upon electrical power provided by Customer. If the supply of power to ShoreWaves equipment is interrupted, the Service will be likewise interrupted.
- c. Although designed, intended, and maintained by ShoreWaves for general household use, the Service is not guaranteed to be suitable for any particular purpose
- d. Customer is specifically advised that ShoreWaves residential Internet Service is not suitable for use in life-sustaining for similar applications
- e. The Internet speeds stated for Customer's chosen Service plan are upper limits, not guarantees of sustained throughput.

3. Customer Responsibilities

Customer warrants and agrees that:

- a. He or she is at least 18 years of age, and is either the owner of the premises where the service will be provided, or if Customer is not the owner of the premises Customer represents and warrants that Customer has obtained the consent of the owner of the premises for ShoreWaves personnel and/or its agents to enter the premises and install the necessary equipment.

- b. The subscription is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights as a subscriber.
- c. The Service and the ShoreWaves Equipment shall be used only by Customer. Resale of the service by Customer is strictly prohibited.
- d. Customer shall take all reasonable measures to ensure that the Service is not used by others without Customer's consent.
- e. Customer is solely responsible and liable for any breaches of this Agreement.
- f. The information provided to ShoreWaves including legal name, address, telephone number, is accurate, complete and current.
- g. Customer will promptly notify ShoreWaves if there is any change in the information that Customer has provided.
- h. Customer will comply with the terms of ShoreWaves' Acceptable Use Policy ("AUP").
- i. Customer will notify ShoreWaves when service is no longer desired. Billing for service will not stop until Customer provides notification to a ShoreWaves customer service agent.
- j. Customer will return ShoreWaves indoor equipment to the ShoreWaves office at 200 Michigan, Suite 401, Hancock within ten (10) days after termination of service.

4. Customer Payment Obligations

- a. Monthly Service Fees: ShoreWaves will bill Customer a standard monthly fee in advance for using the Internet Service. Customer will be billed the Current Rate according to the Service Plan selected, as contained in ShoreWaves' Service Plan and Pricing Schedule which is provided to Customer and posted on ShoreWaves' website (www.ShoreWaves.net). ShoreWaves may change the amount of the standard monthly fee upon thirty (30) days written notice.
- b. Billing Period: billing starts on the first full day of service delivery by ShoreWaves, and continues through the final day, full or partial, of service delivery.
- c. Customer agrees to pay all undisputed amounts invoiced by ShoreWaves, including any applicable taxes, by its due date. If your bill remains unpaid after the due date, your Internet service to the outside world will be severed. Your service will be restarted upon receipt of payment, usually within 1 hour but no longer than 24 hours.
- d. Billing disputes must be registered by contacting ShoreWaves Customer Support. Disputes must be registered within 60 days after the invoice / automatic payment date.
- e. Payment will be made by automatic charges to a Customer credit card, unless other arrangements have been made in advance. No invoice will be issued for credit card payments.
- f. Payment by Credit Card, Debit Card or ACH Transfer: If Customer has elected to be billed by credit card, debit card or ACH transfer, Customer agrees that he/she will automatically be billed each month for any amounts due under this Agreement.
- g. If payment is made by check or ACH transfer and Your payment is returned for insufficient funds, service will not be restored until the invoice amount plus a returned check fee has been collected by ShoreWaves.

5. Limited Warranty – ShoreWaves Equipment

ShoreWaves provides a no-cost replacement warranty for all ShoreWaves equipment provided to the Customer as part of a service plan. If the ShoreWaves equipment fails in a normal service environment, ShoreWaves will replace the equipment at no expense to the Customer. This warranty expressly excludes damage caused by acts of nature, damage from misuse or neglect; water damage; and loss of data. Removal, replacement, or extension of the ShoreWaves installed cabling from the outside equipment to the inside power block by customer voids this warranty.

6. Disclaimer of Warranties and Limitation of Liability

Customer's sole and exclusive remedies under this Agreement are as set forth in this Agreement. Shorewaves' entire liability and Customer's entire remedy with respect to the Use of ShoreWaves' service and equipment shall be the Customer's ability to terminate the Service. Shorewaves' entire liability to Customer arising out of this Service Agreement is limited to the amount paid by Customer for

one month of service. CUSTOMER HEREBY RELEASES SHOREWAVES FROM ANY LIABILITY AND CLAIM IN EXCESS OF THIS LIMITATION.

7. Right of Entry

Customer agrees to permit ShoreWaves to enter Customer's home and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide the Service. Customer authorizes any other adult resident or guest at Customer's residence to grant ShoreWaves access to Customer's premises, if Customer is not at home when ShoreWaves makes a service visit.

8. Indemnification

Customer agrees to indemnify and hold harmless ShoreWaves and its officers and employees from any claims brought against ShoreWaves related to Customer's use of the Service or the violation of the Acceptable Use Policy, or any claim resulting from Customer's negligence. Customer agrees to pay any attorneys' fees incurred by ShoreWaves in bringing any action related to the Service or a breach of the terms of this Agreement.

9. Seasonal Suspension Of Service

A Customer in good standing may request temporary suspension of their Internet service and billing for a period of at least one week but no more than 10 months, up to once per 12 month period without incurring any disconnection or reconnection fees. The suspension requires a 3 day advance request to ShoreWaves, and receipt of an acknowledgement from ShoreWaves. Any balance in the Customer billing account will be carried forward to the date when reconnection is requested. Rate changes implemented by ShoreWaves during the suspension period will be applied to service delivered on the reconnection date and beyond.

10. Termination of the Service

- a. Customer's Right to Terminate the Service: Customer may terminate the Service at any time by contacting ShoreWaves' customer service department. Upon termination, Customer agrees to pay any outstanding account balance and Customer will return all of ShoreWaves' indoor equipment within ten (10) days of termination of account. If Customer does not return Shorewaves' equipment within ten (10) days of the date of termination of Customer's account, ShoreWaves reserves the right to charge Customer for up to the full retail value of the equipment Customer failed to return. Customer shall pay a pro-rated service fee for the month in which service ends, computed by dividing the number of full or partial days service was provided by thirty, then multiplying by the monthly fee for Customer's service plan. Any balance due to Customer will be returned within thirty (30) days of the final service date.
- b. ShoreWaves' Right to Suspend or Terminate the Service: ShoreWaves may suspend or terminate the Service at any time without prior notice if Customer has:
 - Failed to pay Customer's bill when due;
 - Violated the Acceptable Use Policy; or
 - Violated any other provision of this Service Agreement.
- c. If service is unilaterally suspended by ShoreWaves in accordance with this agreement, Customer may be charged (i) a reasonable disconnection and/or a reconnection fee and/or (ii) for service during the period of suspension in accordance with applicable federal and state law.

11. Customer Support

Customer may contact ShoreWaves for assistance with any matter by:

- Calling telephone number 906-523-9370
- Sending email to support@shorewaves.net
- Sending first class postal mail to: ShoreWaves Support, PO Box 615, Hancock, MI 49930

12. Miscellaneous

- a. Entire Agreement: This Agreement constitutes the entire agreement between the parties.
- b. Governing Law: This Agreement shall be governed and enforced under by the laws of the State of Michigan.
- c. Severability and Waiver: If any term, covenant, condition or portion of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. The failure of any party to enforce any provision of this Agreement will not constitute a waiver of any portion of this agreement



Internet Service Initiation

Customer

Signature: _____

Printed name: _____

Address of Service _____

For ShoreWaves:

Signature: _____

Printed Name: _____

Date of installation and signature: _____