



Service Agreement  
 305 7<sup>th</sup> Avenue, P.O. Box 308 Sully, Iowa 50251  
 1-888-594-2905 [www.connect-point.net](http://www.connect-point.net)

<b>Account Name:</b> (Party responsible for payment)	<b>Authorized Person (s) allowed access to account</b>
<b>Street Address:</b>	<b>Password to access account.</b>
<b>Mailing Address:</b> Check if same as above <input type="checkbox"/>	<b>Business:</b> Corp <input type="checkbox"/> Part <input type="checkbox"/> Sole Prop# <input type="checkbox"/>
<b>City</b> <b>State</b> <b>County</b> <b>Zip</b>	<b>Email Address</b>
<b>Phone Number: Cell</b> <b>Cell Provider</b>	<b>Driver's License #</b> <b>State</b>
<b>Employer</b>	

**Service Plan Information\*\***

**Please select all that apply below.**

25-50M/5M \$69.95            50-100M/10M \$79.95     

Installation Cost Due\*                                      \$ 100.00

\*\* No Overage Fees.

READ CAREFULLY: BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED AND ARE FULLY FAMILIAR WITH THIS AGREEMENT AND THE ACCEPTABLE USE POLICY, AND YOU AGREE TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN AND THEREIN.

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

\*Excludes: Taxes and Surcharges Charges. Modem and Equipment prices are subject to change without notice.

**ACH Payment Authorization**

Sign and complete this form to authorize ConnetPoint to charge ACH payment listed below. Monthly payment due 15<sup>th</sup> of month.

Account Type:  Checking       Savings

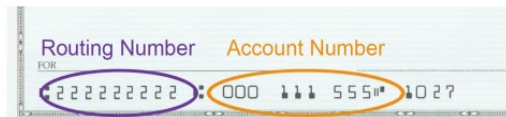
Name on Acct \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Bank Routing # \_\_\_\_\_

Bank City/State \_\_\_\_\_



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify ConnectPoint in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted periodic payment dates fall on a weekend or holiday, I understand that the payment may be executed on the next business day. I understand that because this is an electronic transaction, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that ConnectPoint may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25.00 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization form.

**Office Use**

Serial Number \_\_\_\_\_ Tower Site \_\_\_\_\_ Line # \_\_\_\_\_

1. **Terms and Conditions of Service.** Your use of PST Digital L.L.C d/b/a ConnectPoint (the **Company**) wireless high-speed Internet service (**Service**) is governed by this Agreement and the Acceptable Use Policy applicable to Service. By signing below, you affirmatively request your selected Service Option and agree to comply with all of the terms, conditions and provisions contained in this Agreement and in the Acceptable Use Policy. In the event of default, you agree to pay the Company its reasonable damages, costs and expenses, including attorneys' fees and collection agency fees, incurred in enforcing its rights under this Agreement.
2. **Service Term.** This Agreement is for the Service Option selected by you and remains in effect for the Service Term applicable to your selected Service Option. **\*Early termination fee may apply.** Taxes, surcharges and regulatory fees are in addition to standard monthly service fees. You must provide 30 days notice prior to cancellation of Service. You may upgrade or downgrade your Service Option, subject to payment of applicable installation charges. For more details, contact a customer service representative.
3. **Monthly Charges.** All charges will be billed monthly. Payment is due upon your receipt of the monthly invoice. A customer account is in default if payment is not received by the due date stated on the invoice. If payment by ACH/Credit card is returned unpaid, the customer account is immediately in default and subject to a returned payment fee charge of the lesser of \$50 or the maximum amount permitted by law. Accounts unpaid 10 days after the due date may have Service disconnected. An additional installation charge may be required to restore Service. For more details, refer to your monthly bill or contact a customer service representative.
4. **NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE, IF ANY, BY THE COMPANY'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.
5. **Use of Service.** By activating and using Service, you agree to use Service only for authorized and lawful purposes and in accordance with this Agreement and the Acceptable Use Policy. Any unauthorized or unacceptable use of Service may result in disconnection of Service. In addition, the Company has the right to terminate or suspend all or any Service as otherwise set forth in this Agreement and the Acceptable Use Policy.
6. **Scope of Service.** Service is the Company's furnishing of facilities for your use in establishing and maintaining a high-speed connection between your personal or laptop computer and the Internet. Changes to location, quantity, type or grade of Service may be made at your request or by the Company if necessary to protect the security or technical integrity of the Company's network or the network of any underlying service provider. Service may be suspended from time to time for routine maintenance or rearrangement of facilities. The Company makes no attempt to verify accurate receipt of any messages and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company may provide one or more toll-free numbers or local access telephone numbers and is not liable for any long distance charges you may incur. Service may be used only by you, members of your household, guests and employees. Service may not be extended beyond your premises.
7. **Service Accounts.** Service accounts are assigned to customers only, and the customer signing this Agreement shall be treated as the account owner for all purposes. You are responsible for keeping all billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of Service and may subject you to civil or criminal liability.
8. **Customer Equipment.** Service requires certain minimum system requirements for your personal or laptop computer and operating system. You are solely responsible for providing a computer, operating system and all ancillary equipment necessary to access Service. The Company makes no representations, warranties or assurances regarding the capability or suitability of any hardware, software or other equipment independently purchased or otherwise owned by you. The Company makes no representations, warranties or assurances that hardware, software or other equipment independently purchased or otherwise owned by you will be compatible with Service or will not be damaged. The Company shall not be liable for any loss or damage to customer equipment not caused solely by the gross negligence or willful misconduct of the Company.
9. **Leased Equipment.** If approved by the Company and subject to availability, you may lease certain equipment from the Company under the terms and conditions of this Agreement and/or a separate equipment rental agreement. You agree to pay all equipment rental and installation charges in accordance with applicable invoices. In the event Service is discontinued, disconnected or otherwise terminated by you or the Company, you agree to return all leased equipment in good working order. If any leased equipment is not returned in good working order, the Company may bill you for all or a portion of the cost to repair or replace the damaged equipment. If any leased equipment is not returned within 30 days of the date Service is terminated, you will be responsible for the full replacement cost of the unreturned equipment. ConnectPoint retains ownership of all equipment.
10. **Installation and Maintenance.** You agree to indemnify and hold the Company and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by the Company in connection with the installation, connection, maintenance, operation, failure and removal of any hardware, software, equipment or other technology provided by the Company, except those claims, demands and causes of action caused solely by the gross negligence or willful misconduct of the Company. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of such items, and the Company shall not be responsible or liable for any damage to, or loss or destruction of, your computer or any other hardware, software or equipment.
11. **Information and Security.** Access to and use of any information or data obtained by you via use of Service is at your own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company is not responsible for providing any type of anti-virus, firewall or filtering software. Set-up, maintenance and use of such programs is solely your responsibility. The Company makes no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of e-mail or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security. You agree to indemnify and hold the Company and its employees and agents harmless from any and all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of your use of the Internet.
12. **Limitation of Liability.** The Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following:
  - an act or omission of an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure caused by the loss of power; any act or omission by you or any person using the Service; or any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or equipment, the failure of incoming or outgoing communications, or the inability of communications to be connected, forwarded or completed. In any event, the Company's aggregate liability under this Agreement shall not exceed the Service charges with respect to the affected Service for the applicable time period.
13. **DISCLAIMER OF LIABILITY FOR DAMAGES.** IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE SERVICE, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, OR LOSS OF REVENUE OR PROFITS. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT THE COMPANY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
14. **Disconnection or Discontinuance of Service.** The Company reserves the right to suspend or discontinue Service generally, or to disconnect your Service, at any time in its sole and absolute discretion. If the Company discontinues Service generally, or disconnects your Service without cause, you will only be responsible for charges accrued through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of this Agreement or breach of the Acceptable Use Policy, you will be responsible for all unbilled charges, including, without limitation, the full amount of the final month's charges, all of which will immediately become due and payable. The Company will pursue collection for unpaid amounts on disconnected accounts and may report failure to pay to credit bureaus.
15. **Modifications.** The Company may modify the terms and conditions of this Agreement and/or the Acceptable Use Policy in a commercially reasonable manner from time to time and shall provide you notice of such changes by website publication, bill message or other commercially reasonable notice. Your use of Service following such notice constitutes your agreement to the modified terms and conditions.
16. **Survival.** The provisions of this Agreement that by their sense and context are intended to survive the discontinuance or disconnection of your Service shall survive such discontinuance or disconnection.
17. **No Third Party Beneficiaries.** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
18. **Governing Law.** This Agreement and the relationship between you and the Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.
19. **No Waiver of Rights.** The Company's failure to exercise or enforce any right under or provision of this Agreement shall not constitute a waiver of such right or provision.
20. **Entire Agreement.** This Agreement (including any future modifications made in accordance with this Agreement) and the Acceptable Use Policy constitute the entire agreement between you and the Company and govern the use of Service by you, members of your household, guests and employees. This Agreement supersedes any prior agreements between you and the Company and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter.
21. **Severability.** If any part or provision of this Agreement is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement.
22. **Important Customer Information.** In addition to the terms and conditions set forth in this Agreement, Service is subject to the Acceptable Use Policy, which you should read carefully before activating any service.