

# Acceptable Use Policy and Terms & Conditions

## Acceptable Use Policy:

1. Advertising may not be "broadcast" or otherwise sent on an intrusive basis to any user of any network. Advertising may be posted in USENET news groups, applicable commercial advertising directories (if any), or e-mailed to any user or user mailing list that has requested such advertising.
2. Transferring commercial traffic, as well as research and educational traffic, is an acceptable use so long as such use is acceptable to all interconnected networks along the entire route, from source to destination.
3. It is not acceptable to use Wabash Communications' internet service for illegal purposes.
4. It is not acceptable to use Wabash Communications' internet service to transmit threatening, obscene, objectionable, or harassing materials.
5. It is not acceptable to use Wabash Communications' internet service so as to interfere with or disrupt network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer "worms" and viruses, using the network to make or attempt to make unauthorized entry into any other machine accessible via the network, and sustained high volume network traffic which substantially hinders other customer's use of the network.
6. Information and resources accessible via Wabash Communications' internet service and all interconnected networks are proprietary to individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights. It is not acceptable to use Wabash Communications' internet service to access information or resources unless permission to do so has been granted by the owners or holders of those resources or information. Placement of files, resources, or information into a computer directory structure accessible via 'anonymous ftp' or a published public TELNET account grants defacto permission for access to all network users.
7. Wabash Communications maintains full ownership of the equipment. Individuals terminating service will be charged \$165.00 for IPTV set top box, \$295.00 for IPTV DVR set top box, \$225.00 for cable HD receiver, \$325.00 for a cable DVR receiver, \$100.00 for router, \$125.00 for digital cable box, \$325.00 for ONT/gigacenter, \$115 for Zyxel Gateway Router, \$80.00 for the modem, \$44.95 for the 5 port switch, and \$50 for the 8 port switch plus applicable sales tax. Credit will be given upon return of equipment to Wabash Communications offices.
8. It is not acceptable for changes in the equipment configuration to be made by anyone other than a Wabash Communications employee.
9. Wabash Communications reserves the right, at its sole discretion, to modify this Acceptable Use Policy from time to time.
10. Wabash Communications is a TV and Internet service provider only. We are not responsible for the content in the programming or the content found on the Internet.

Passwords are the customer's responsibility; it is intended for the signed customers use only. Any abuse or misuse of the password may result in your account being disconnected from Wabash Communications. Wabash Communications will review alleged violations of applicable Acceptable Use Policies on a case-by-case basis. Violations of these policies may result in immediate termination of access.

**Agreement:** Customer's signature below and/or use of the Services shall represent Customer's formal acceptance of and agreement to abide by The Acceptable Use Policy and the Terms and Conditions (where applicable) located at [www.wabash.net](http://www.wabash.net). I understand that speeds are quoted as "up to" speeds and are not guaranteed as many things impact actual speeds i.e. loop distance, signal strength, your computer, network congestion, etc.

**Billing:** Monthly charges are due on the 28th of each month. A \$15.00 late fee will be applied to the account when payments are not received by due date. All installation fees are nonrefundable. When altering your existing monthly packages, fees may apply in order to accommodate changes to services. Each customer is allowed one downgrade of TV service offerings in a one year period; a \$5 downgrade fee will apply toward any additional downgrades during that time frame. A \$50 fee will apply if Wabash Communications is responsible for retrieving equipment a customer has the second or any additional times during a one year period. The Applicant grants permission for Wabash Communications to coordinate the services that each company provides, including, but not limited to, permission to credit one company's customer credit refunds toward outstanding balances in either of the other two companies.

**Overdue Account:** I agree if my account is overdue or in default, wabash can use any information i have provided to collect on overdue amounts.

**Credit Check:** I authorize and permit Wabash Communications to perform a credit check on me from a credit reporting source. I further authorize Wabash Communications to obtain updated information on future occasions if my account is ever reconnected after a disconnection of services. I also understand that any disconnection of services that leads to an uncollectible account will also be reported to the credit reporting source.

**Early Termination Fee:** I agree to subscribe to services marked for the service term on this agreement. The Term commitment is not a price guarantee and rates may be adjusted from time to time upon advance written notice, it is recognized that Wabash Communications has made substantial investment in facilities to your home/business with free installation in exchange for this Term. If I am unable to fulfill the Term of this agreement, I am subject to an early termination fee 1 Year = \$150 or 3-5 Year equal to the package price times the months remaining on the Service Term plus install fee. With proof of moving there will be a cancellation fee of half of the termination fee and this service agreement will become null & void. Upon your death, this service agreement will become null and void. All other cancellations will be handled on a case by case basis.

**Equipment:** I acknowledge and agree that I shall immediately return Wabash Communications' equipment upon termination of the services or at anytime upon Wabash Communications' request. I understand that surge and firewall protection are my responsibility and I agree that I will be responsible for any and all damages or losses.

## Customer Acceptance

I acknowledge I have read and accept the Terms & Conditions with the Acceptable Use Policy.

I acknowledge I have read the Preferred Long Distance Carrier Letter of Agency and have chosen my carrier.

I acknowledge I have received and read the Backup Power Information document.

I acknowledge I have read the Local Number Portability Authorization document and give authorization for Wabash Communications to port my number.

I give Wabash Communications permission to place a fiber pedestal on my property and a fiber drop to my home and/or place equipment on my home.

By signing below, I agree to all the terms and conditions of the above documents/statements.