

Echo Wireless Customer Agreement

Thank you for choosing Echo Wireless as your wireless internet service provider. This Agreement describes the terms and conditions under which Echo Wireless will provide its wireless services to you. Please read this Agreement carefully as it contains important contract rights and obligations between you and Echo Wireless, as well as important limitations on those rights. You may contact us by any of the following means:

Phone:	1-800-643-3246
Email:	billing@echowibb.com
Mail:	P.O. Box 3406 Brownwood, Texas 76803
Website:	www.echowibb.com

TERMS AND CONDITIONS

1. The Services.

1.1 Definition. The services consist of a Wireless Internet access service as further described in this Agreement (the "Services").

1.2 Monthly Fees and Payments. You agree to make a monthly payment by the payment due date for the Services.

2. Billing Policies and Payments for Services

2.1 Payment. You agree to pay all amounts billed for Services and to pay all taxes, fees and other charges, if any, that are now or may in the future be assessed in connection with any Services you receive from us. We will bill you each month in advance for the Services until you cancel your Services. Bills you receive will show the total amount due, the payment due date, payments, credits and certain other charges to your account.

2.2 Payment Dates. You agree to pay us in full each month by the payment due date indicated on your bill for your Services and for any other charges due and owing to us, including without limitation any fees named in this Section 2. If you do not pay your bill in full on or before its due date, you agree to pay a late payment fee in the amount of \$15.00. Other fees and charges may also be assessed, including without limitation, a returned payment fee ("Returned Payment Fee") in the event that such nonpayment arises from insufficient funds. If partial payments are made, they will be applied first to the oldest outstanding bill. Echo Wireless does not extend credit to our customers, and the Late Payment Fee is not interest, a credit service charge or a finance charge. You understand and agree that in the case of late payment or nonpayment for any Services ordered by you or for any of the charges stated below, we may report such late payment or nonpayment to credit reporting agencies. If you do not pay your bill in full by its due date, or if you at any time otherwise fail, neglect or refuse to make timely payment for your Services, we have the right to disconnect your Services at any time thereafter, in our sole discretion, and in such event we shall be wholly relieved from any and all of our duties and obligations under this Agreement. If your Services are disconnected for nonpayment or for any other reason, Echo Wireless may require you to pay, and you hereby agree to pay, all past due charges, a fee for reconnection ("Reconnect Fee") in the amount of \$15.00, and all outstanding balances accrued through the date of such disconnection, before we reconnect your Services.

2.3 Costs of Collection. If we use a collection agency or attorney to collect any money you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs. If there are billing errors or other requests for credit, you may contact our billing department by telephone or in writing. You must

contact us within twenty (20) days after the date you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute your acceptance of the corresponding bill. Undisputed portions of a billing statement must be paid before the next billing statement is issued or you agree to pay an administrative fee for late payment. You must make all payments for Services directly to us.

3. Term; Modifications and Cancellation of Services.

3.1. Ongoing Subscription. Your Services will continue until cancelled or disconnected as provided herein.

3.2. Cancellation. You have the right to cancel your Services for any reason and at any time by notifying us via telephone, via e-mail or in writing, at the phone number, e-mail address or mailing address set forth in the first paragraph of this Agreement.

3.3. Payment following Cancellation or Disconnection. If your Services are cancelled or disconnected for any reason, you are still responsible for the payment of all outstanding balances accrued, including without limitation, any applicable Fees.

4. Equipment.

4.1. Installation. Echo Wireless will assist you with setting up your Services; however, the equipment is the property of Echo Wireless, and upon termination, Echo Wireless has the authority to retrieve such equipment. ECHO WIRELESS HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, IN CONNECTION WITH ANY EQUIPMENT INSTALLATION IT PERFORMS AND/OR ANY ASSISTANCE WHATSOEVER OF ANY TYPE THAT IT PROVIDES YOU IN GAINING INITIAL ACCESS TO THE SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO ANY PIECE OF EQUIPMENT OR LOSS OF ANY DATA, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE; (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE USE; AND (3) ANY WARRANTIES OTHERWISE IMPLIED AT LAW OR IN EQUITY.

4.2. Modifications for Installation. You acknowledge and agree that certain alterations may be necessary in order to accommodate use of the Echo Wireless service at your location, including but not limited to holes in the walls, installation of mounting brackets, wiring and wiring enclosures, roof and shingle alterations, and the like. You hereby indemnify and hold Echo Wireless harmless from and against all damages or liability, to you or any other party or to your property that may arise from any necessary alterations to your property.

4.3. Replacement. Echo Wireless will replace its equipment that is damaged by power anomalies, at no cost to you, if the equipment is connected by you directly into a surge protector which is rated up to or greater than 3000 joules and further contains a UPS (Uninterruptible Power Supply). If it is determined that the equipment was not connected to the required surge protector then the cost for replacing the Echo Wireless equipment will be your responsibility.

4.4. Installation of Mounting Poles. If Echo Wireless is required to install a telescoping pole/mount that is 21' or taller then you will be responsible for any and all costs associated with the replacement and/or repair of the pole if it is ever damaged or destroyed, regardless of the cause.

5. Permitted Use And Restrictions On Use.

5.1. Prohibition on Resale. Reselling the Services or otherwise making the Services available to anyone other than the members of your household (e.g., via Wi-Fi or any other method), in whole or in part, directly or indirectly, whether monetary compensation is received or not, and whether on a bundled or unbundled basis, is prohibited. The Services are

for your personal, household use only and you agree not to use the Services for operation as an Internet service provider or for any purpose that makes Services available to any person unaffiliated with you or a computer not under your control, or as an end-point on a non-Echo Wireless local area network or wide area network. In addition, other prohibited activities include connecting multiple computers behind the cable modem to set up a local area network that in any manner would result in a violation of the terms of the Acceptable Use Policy or terms of any other policy or plan applicable to your use of the Services, or running programs, equipment, or servers from your residence that provide network content or any other services to anyone outside of your premises.

5.2. Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Services, your use of the Services and this Agreement, including without limitation, any United States federal or state law that prohibits receiving the Services or any portion of the Services without paying for them.

5.3. Responsibility of Subscriber. You are responsible for any misuse of the Services committed through your account. You must take steps to ensure that unauthorized access to the Services via your account does not occur. You are considered the registered recipient of the Services until you terminate this Agreement or your Services are otherwise disconnected for any reason at any time, and you will be liable for any charges or fees incurred by the use of the Services by anyone else until such termination, downgrade or disconnection, unless otherwise provided by applicable law. You may not assign or transfer your Services without our written consent. If you do, we may deactivate your Services.

6. Warranties and Limitations of Liability.

6.1. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. NEITHER ECHO WIRELESS NOR ANY OF ECHO WIRELESS'S AFFILIATES, SUBSIDIARIES, WHOLESALERS, DEALERS, RETAILERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT OR SERVICE PROVIDERS (THE "PARTNERS") WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, INCLUDING WITHOUT LIMITATION, IF SUCH INTERRUPTION OR ERROR ARISES IN CONNECTION WITH THE TERMINATION OR SUSPENSION OF ECHO WIRELESS'S ACCESS TO ALL OR ANY PORTION OF THE SERVICES, A CHANGE IN THE FEATURES AVAILABLE WITH THE SERVICES OR ANY RELATED SOFTWARE OR OTHER DOWNLOADS INITIATED BY ECHO WIRELESS OR ONE OF THE PARTNERS; NOR DOES ECHO WIRELESS OR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE. ECHO WIRELESS HEREBY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICES WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ECHO WIRELESS OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE ECHO WIRELESS PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICES. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.

6.2. Use Restrictions. It is your responsibility to impose use restrictions on yourself, members of your family and household, and guests, as you deem appropriate. We shall have no liability to anyone due to, or based upon, the content of any of the Services furnished to you.

6.3. Service Interruptions. The Services may be interrupted from time to time for a variety of reasons. We are not

responsible for any interruptions of Services that occur due to acts of God (including weather), equipment or power failure, or any other cause beyond our reasonable control.

6.4. Indemnity. You agree to indemnify, defend and hold us harmless from and against all claims, liability, damages, costs and expenses, including without limitation reasonable attorneys fees and all costs incurred by us in enforcing this Agreement against you, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Services of any software, file, information, communication or other content.

6.5. Force Majeure. You agree that Echo Wireless will not be liable for any inconvenience, loss, liability or damages either directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war, natural causes (including - but not limited to - lightning, fire, or storm), mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the wireless service.

6.6.

7. General.

7.1. Applicable Law. This Agreement, including without limitation, all matters relating to its validity, construction, performance and enforcement, and any claim, complaint or dispute arising out of or relating to this Agreement and/or the Services, shall be governed by the laws and regulations of the State of Texas without giving effect to its conflict of law provisions. These terms and conditions are subject to amendment, modification or termination if required by such laws or regulations. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision shall be modified to the minimum extent necessary to make such provision legal and no longer in conflict with such law or regulation, without affecting the validity of any other provisions.

7.2. Modifications of this Agreement. No salesperson, installer, customer service representative, authorized retailer, or other similarly situated individual is authorized to change the terms and conditions of this Agreement, including without limitation, to provide any warranty, whether express or implied. Echo Wireless may, however, change the terms and conditions of this Agreement at any time and from time to time in its sole and absolute discretion and we will notify you if that occurs. The terms and conditions of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive its expiration or termination shall continue thereafter until fully performed. This Agreement is in addition to any other written agreement(s), if any, between you and Echo Wireless, including without limitation any installation agreement or customer agreement(s), if any, applicable to the Services, and except as provided to the contrary herein, all such written agreements shall remain in full force and effect. Except as expressly set forth in this Agreement to the contrary, any and all prior Echo Wireless Broadband Customer Agreements are hereby replaced and superseded in their entirety by this Agreement, and such prior Echo Wireless Broadband Customer Agreements shall be of no further force or effect whatsoever. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any customer agreement(s) applicable to the Services, the terms and conditions of such customer agreement(s) shall be controlling.

7.3. Disclaimer and Indemnity. You acknowledge that you have been informed that Echo Wireless utilizes third party contractors to install in your residence or place of business the equipment necessary for you to receive the service provided by Echo Wireless. If in the event of damage to your premises caused by said third party contractor you agree to hold Echo Wireless harmless from any loss or cost of any kind or character caused by said third party contractor and seek recompense only from said third party contractor or your own insurance carrier.

8. Refund Policy.

8.1. Echo Wireless Broadband, Inc. will disconnect service and refund a proration of the **monthly service fee** if a customer

is not 100% satisfied with the services provided. Customers may cancel at any time and receive a prorated refund.

8.2. Customers may cancel an account by telephone, E-Mail or in person as long as sufficient identification is presented. Accounts are canceled immediately and a proration of **monthly service fees** for the current billing cycle will be refunded. These refunds will be issued via check from Echo Wireless Broadband, Inc. or, a credit will be issued to the originating Credit / Debit Card.

8.3 Echo Wireless Broadband, Inc. **WILL NOT** issue refunds for **any kind** of installation fees, with **no** exceptions.

9. Outline of Service Fees.

9.1. Late Fee - A grace period of UP TO 7 calendar days is given from the payment due date. After this time, a late fee of \$15.00 may be applied to the account. If payment is made via online portal within 48 hours from the day of suspension, the fee may be waived.

9.2 Suspension Fee - Echo Wireless automated billing system automatically places accounts into a suspension state after the 7 day grace period detailed above (9.1). If accounts remain in suspension for more than 10 calendar days, an additional \$25.00 suspension fee may be assessed.

9.3 Reconnect Fees - Once an account has been in suspension for 30 full calendar days, the device will be reset to factory defaults and the customer account will be closed. At such time, the customer is no longer guaranteed service with Echo Wireless and cannot be reinstated until ALL charges and fees have been paid in full. In addition, a reconnection fee will be assessed in the amount of no less than \$50 and no more than \$100 so long as equipment has NOT been retrieved. If equipment is retrieved by a technician, an equipment recovery fee ("Equipment Recovery", 9.4) will be assessed.

9.4 Equipment Recovery/Loss Fee - In the event that service is cancelled, suspended, or terminated for any reason a technician will be assigned to recover Echo Wireless' equipment. Once equipment is recovered, a fee of no less than \$100 will be applied, in addition to all other charges and fees in order to reinstate services. In the event that equipment is missing, lost, damaged, or stolen before it can be retrieved, additional costs for equipment may be assessed to the customer. If you cancel your service or if it is terminated, please return your equipment to avoid these fees.

9.5 Installation Fee - Standard installation fees of \$150 are applied to all new accounts, unless otherwise approved by management. Even if you make an arrangement with a technician, the standard \$150 will be applied to the account if you do not call in and approve the agreement with Echo Wireless sales & billing. Pole installations are charged at \$250 for new accounts.

9.6 Move Fee - Standard & Pole installations fees are applied to service location changes, the same as if a new account were created. Customers who have maintained an account with Echo Wireless - in good standing, with on time payment for more than 12 consecutive months - may qualify for reduced move fees provided they have not moved in the 12 previous calendar months.

9.7 Returned Payment Fee - Returned checks or ACH ("Autopay") drafts will be subject to a \$25, non-negotiable charge. This is to cover fees that are charged to Echo Wireless by the financial institution.