



I understand and accept that wireless Internet speeds can be affected by environmental conditions or other wireless interference. As a result, I acknowledge that my wireless Internet service is subject to varying performance and cannot be guaranteed while conditions such as environmental, high traffic or interference exist.

I understand and accept that the building and or operational items may impede or delay Xyotek installation, repair, and/or maintenance of wireless Internet services and equipment. Xyotek will perform installation, repair, and or maintenance and do its best to contact and inform you of any such problems.

I understand and accept that Xyotek is not responsible for misuse of its wireless Internet service. I agree that Xyotek has the right to immediately suspend and/or terminate the wireless Internet service agreement if I am found to have violated the rights of Xyotek, any third party, or otherwise infringed any intellectual property, laws, or regulations. I agree that Illegal file sharing and/or malicious and criminal acts will result in immediate service termination. Common programs/software includes but are not limited to: Limewire, Bittorrent, Gnutella, or Bearshare

I understand and accept that regardless of the best efforts put forth by Xyotek, wireless Internet service may be unavailable. If a service disruption occurs due to natural (acts of god) or unnatural circumstances, I understand that my service may be unavailable for a time not exceeding seventy-two hours. Prolonged outages exceeding the seventy-two hour mark will result in a credit for the days of lost service.

I understand and accept that Xyotek Liability to myself is Limited (Important Read Carefully). I understand and agree that the wireless Internet Service may contain errors, problems, design flaws, and that use of the wireless Internet service may result in unpredictable damage or loss to myself, including without limitation unexpected results or loss of data. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL XYOTEK BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICE OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY XYOTEK.** This limitation will apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. Without limiting the foregoing, in no event will Xyotek aggregate liability to myself relating to or arising out of this Agreement, whether in contract, tort, otherwise, exceed the total amounts paid by myself to Xyotek for usage of the wireless Internet service as set forth herein.

I understand and accept that Xyotek may, in its sole discretion and without prior notice: (a) revise the terms and conditions of this Agreement (including any online policy); (b) revise its billing rates and other fees; and (c) modify the service at any time. Xyotek will post any such revision or changes to the Xyotek Internet web site (<http://www.xyotek.com>), and the revision or changes will be effective immediately upon such posting. I agree to review this agreement and the online policies as posted on the Xyotek Internet web site periodically to be aware of any revisions. I agree that, by continuing to use the service following any notice of revision, I will agree and abide by any such revision.

I understand and accept that Xyotek will provide wireless Internet service as long as I adhere and comply to the aforementioned terms and conditions.

I have read and understand the Xyotek wireless Internet Terms & Conditions (Signature Required)

Customer Signature: _____ Date: _____