

# River Canyon Wireless

611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622

Wireless Internet Service Agreement signup date: \_\_\_\_\_

We will be using this information to carry out a credit check. Service is contingent on approved credit. All fields must be completed before we will process the service application.

Business Name: _____
Authorized Manager: Last Name: _____ First Name: _____
Other Authorized Account Manager (if applicable): Last: _____ First: _____

Physical Address: Street: _____ City: _____ State: _____ Zip: _____
Mailing Address: Street: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____ Work Phone: _____

<b>Online Billing</b> <input type="checkbox"/> I would like to signup for online account access*  Username: _____ Password: _____  *Online account access subject to Website Terms & Conditions available at rivercanyonwireless.com
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Email Address: _____
Would you like to receive your billing statements by email? <input type="checkbox"/> Yes   <input type="checkbox"/> No

Internet Service Plans				
Package	Start-Up Fee	Monthly Fee	Total Starting Cost	Paid
<input type="checkbox"/> Bus Basic (Up to 2Mb/s)	\$54.99	\$59.99	\$114.98	<input type="checkbox"/>
<input type="checkbox"/> Bus Standard (Up to 3Mb/s)	\$54.99	\$69.99	\$124.98	<input type="checkbox"/>
<input type="checkbox"/> Bus Plus (Up to 6 Mb/s)	\$54.99	\$79.99	\$134.98	<input type="checkbox"/>
<input type="checkbox"/> Bus Premium (Up to 10 Mb/s)	\$54.99	\$89.99	\$144.98	<input type="checkbox"/>
<input type="checkbox"/> Res Premium + (Up to 12Mb/s)	\$54.99	\$129.99	\$184.98	<input type="checkbox"/>
<input type="checkbox"/> Hotel (Up to 15Mb/s)	\$54.99	\$199.99	\$254.98	<input type="checkbox"/>

All signature lines must be signed in order to process this application. We must have a subscriber signature and the property owner's signature, even if they are the same person. Your signature below indicates that you have read and agree to all 5 pages of this contract for Internet Service.

Subscriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Permitting and Landlord Approval:** It is the Subscriber's responsibility to obtain any and all required permits, homeowner association approvals, mortgage grantor's permission, or to grant or gain landlord approval for the placement of antenna on the Subscriber's building. Landlord/Owner consents to the installation, maintenance, and removal of the equipment described herein and required by the subscriber to receive River Canyon Wireless Services.

Landlord/Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>Installer Use Only:</b> MAC: <input type="checkbox"/> 5.7GHz   <input type="checkbox"/> 5.4GHz   <input type="checkbox"/> 3.6GHz   2.4GHz   <input type="checkbox"/> 900MHz 512K   40,960      2048k   163,840      3072k   163,840      4096k   409,600      5120k   500,000      8192k   500,000	<input type="checkbox"/> Stinger   <input type="checkbox"/> Super Stinger   Color Code: _____
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------

# River Canyon Wireless

611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622

## Wireless Internet Service Agreement

Moving and want to keep your high speed Internet service? The fee for a move is \$50.00. Just fill out a new application and give us your old and new addresses.

**Equipment and Scope of Work:** All equipment, modems, subscriber modules, antennas and standard mounting equipment furnished by River Canyon Wireless will at all times remain the property of River Canyon Wireless. Subscriber may not sell, transfer, lease, encumber, or assign all or part of the equipment to any third party. Subscriber shall pay for the full retain cost of, or the repair or replacement or part thereof, together with any costs incurred by River Canyon Wireless in obtaining or attempting to obtain possession of any such equipment. On the expiration or termination of this Agreement, subscriber authorizes River Canyon Wireless to retrieve from Subscriber's premises any and all equipment that is owned by River Canyon Wireless.

Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber shall be suspended until the account is paid in full. For any subscriber's service that has been placed on suspended service, River Canyon Wireless reserves the right, at its sole discretion, to charge a **Ten Dollar (\$10.00) reconnection** charge to the customers account to reactivate the Subscriber's services after the reconnection charge has been paid. In the event any balance is not paid as agreed, the undersigned agrees to pay a collections fee equal to **40%** of the unpaid balance in addition to the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable attorney's fees.

**Termination:** Subscriber may terminate this Agreement by submitting a request for termination by fax, U.S. Mail, or telephonically to the address or phone numbers listed in this agreement. Requests not received prior to the close of business shall have a termination date of the next business day.

Late payments will be subject to a \$15.00 late charge.

By signing below, you are agreeing to our Terms of Service (Wireless Internet Service Agreement) including all pages following this one.

Print Name: Last: \_\_\_\_\_ First: \_\_\_\_\_

Subscriber Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# River Canyon Wireless

611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622

## Wireless Internet Service Agreement

By establishing an account or using the Services of River Canyon Wireless you agree to be bound by this Agreement and use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to any customers, subscribers, or users of River Canyon Wireless's Internet Service(s). This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing River Canyon Wireless's Internet Service(s), Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement. River Canyon Wireless reserves the right to change, modify, edit or remove any portion of this agreement at any time. It shall be the Customer's responsibility to review this agreement at

<https://www.rivercanyonwireless.com/tos.html> from time to time to become aware of any changes or modifications.

Continued use of River Canyon Wireless's Internet Service(s) after any changes to this Agreement are posted will be considered acceptance of those changes. In the event of any inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern. The Customer can view and read the Acceptable Use Policy at <https://www.rivercanyonwireless.com/aup.html> or by requesting a paper copy.

**Billing:** Billing is done once per month. Full payment is due net 15 days from the date of the invoice. Payments can be mailed to our office. We will only give account information to the registered account holder, or others authorized on the account. Please make sure to add a spouse's name to the application if you want them to have access to change the account in any way.

**Payment Policies and Terms:** Payments shall be due to River Canyon Wireless, net 15 days from the date of the invoice. A **Fifteen Dollar (\$15.00) late payment fee** shall be assessed on any account not paid within fifteen (15) days from the due date of the invoice. Accounts remaining unpaid for thirty (30) days or more shall be deemed delinquent. Delinquent accounts shall accrue interest at 21.5% APR on all outstanding principal amounts until paid. Delinquent accounts shall be placed on "accounting hold" and services to the Subscriber/Customer shall be suspended until the account is paid in full. For any Subscriber's account that has been placed on suspended service or "accounting hold", River Canyon Wireless reserves the right, at its sole discretion, to charge a **Ten Dollar (\$10.00) reconnection** charge to the Subscriber's account to reactivate the Subscriber's service after the reconnection charge has been paid. In the event that any balance is not paid as agreed, the Subscriber agrees to pay a collections fee equal to **40%** of the unpaid balance in addition to the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the Subscriber further agrees to pay court costs and reasonable attorney fees.

A Twenty-Five Dollar (\$25.00) fee will be added to the Subscriber's account in the event of any bad or returned checks. In the event that more than one check is returned during the lifetime of the Subscriber's account, we will only accept cash, credit card, or certified funds for payment on the account.

**Termination:** River Canyon Wireless reserves the right to terminate this Agreement, your password, your account, or your use of the Internet Service(s) at any time, for any reason without prior notice, including, but not limited to, if River Canyon Wireless, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the other applicable user policies, or if you fail to pay any charges when due. River Canyon Wireless may provide termination notice to you by email address, US Mail, courier service, or by phone, but is not required to do so.

Termination by River Canyon Wireless for violations of River Canyon Wireless's Acceptable Use Policy shall be subject to the termination/reconnection fees described in the **Payment Policies and Terms** section.

**Additional Fees:** In the event that special construction, or additional equipment including, but not limited to, longer cable, additional grounding, or specialized antennas are needed, an additional fee will be required for said equipment and any additional labor not included with the standard install. Additional labor is billed at \$60.00/hr.

# River Canyon Wireless

611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622

## Wireless Internet Service Agreement

**Standard Maintenance:** River Canyon Wireless connection point ends at the Subscriber Module. Any trouble beyond our network equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to River Canyon Wireless's network and backbone connectivity.

If your connection ceases to function properly, but River Canyon Wireless's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9:00 AM-4:30 PM Monday-Friday). If the problem is due to subscriber negligence, or any of the items listed in the "Not covered by Standard Maintenance" section, standard hourly rates apply.

**Not covered by Standard Maintenance:** Repair or replacement of parts damaged or lost through catastrophe, accident, lightning, misuse, transportation, theft, fault or negligence of the Subscriber or causes external to the Internet System, such as, but not limited to, failure of, or faulty, electrical power, operator error, or malfunction of the Subscriber's computer and/or peripheral equipment, including routers, which are considered customer owned equipment, or from any cause other than the intended ordinary use. Antenna re-aiming or relocation due to obstruction such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agree to indemnify River Canyon Wireless, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suites, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of River Canyon Wireless's Service(s) hereunder, including but not limited to, Subscriber's access to content uploaded or downloaded using River Canyon Wireless's Service(s) from any source or recipient. Subscriber further releases River Canyon Wireless from any responsibility or liability related to the accuracy, quality or confidentiality of any information available by or through River Canyon Wireless's Service(s), system and/or the wireless network. Subscriber's release of River Canyon Wireless includes any actions or inaction by River Canyon Wireless which may or may not amount to negligence. Subscriber further agrees to indemnify and hold harmless River Canyon Wireless from and against any and all claims, actions, causes of action, loss or damages including attorney fees which in any way arise from Subscriber's installation of, use of, termination of River Canyon Wireless's Service(s) herein.

**Disclaimer:** River Canyon Wireless assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via River Canyon Wireless's Service(s). River Canyon Wireless discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the Service(s) provided by River Canyon Wireless which may be offensive to some individuals, which may or may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to, pornographic, or otherwise inappropriate or sexually explicit offensive content. Subscriber acknowledges to River Canyon Wireless that its use of River Canyon Wireless's Service(s) to access information, content or other services is at its own risk.

**Governing Law and Venue:** The laws of the State of Utah shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this agreement shall be Grand County, Utah.

**Binding Arbitration:** Any dispute, claim or controversy, excluding collections disputes and activities, arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration. Judgment on the Award may be entered in any court having jurisdiction. The judgment of any such Arbitration shall be binding unto the parties.

**Customer Agreement:** The Subscriber agrees that it is their responsibility to read and understand the checklist, FAQ, "Won't do", "Privacy Policy", and "Acceptable Use Policy" sections of the River Canyon Wireless website. The

# River Canyon Wireless

611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622

## Wireless Internet Service Agreement

Subscriber/Customer assumes all liability of providing a computer or device capable of using the IP protocol over Ethernet.

**Entire Agreement:** This Agreement, in combination with the “Acceptable Use Policy” and other policies posted River Canyon Wireless 611 S. Main St. • Moab, UT 84532 • 435.259.8319 • Toll Free: 855.729.6622 Wireless Internet Service Agreement directly and publicly on the River Canyon Wireless website, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect.

This service is for a single-family residence and/or home-office use only. Internet sharing is allowed only within the boundaries of the residence. **Allowing others outside the boundaries of the residence to use this connection via wired, wireless (Wi-Fi or other technology) or by other means will result in immediate disconnection.** Reselling this service will result in immediate disconnection. However, businesses may setup a Wi-Fi hotspot with permission of River Canyon Wireless, but this is only allowed on a case-by-case basis.

**Monitoring the Service:** River Canyon Wireless has no obligation to monitor the Service(s), but may do so and disclose information regarding use of the Service if for any reason River Canyon Wireless, in its sole discretion, believes that it is reasonable to do so, including, but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service(s) properly; or to protect itself and its interests. River Canyon Wireless may immediately remove your material or information from River Canyon Wireless's servers, in whole or in part, which River Canyon Wireless, in its sole and absolute discretion, determines to infringe on another party's rights or violates our Acceptable Use Policy or this Agreement.

**Abuse of Service:** Any use of the system that disrupts normal use of the system for other Subscribers is considered to be abuse of Services. The propagation of computer worms, viruses, spyware, adware or the use of the network to make unauthorized entry to any other computer systems, River Canyon Wireless equipment, or other communication devices or resources of others is a violation of this agreement. The use of River Canyon Wireless's Service(s) by Subscribers to modify, alter, reverse engineer, decompile disks, or to disassemble any proprietary work in whatever form is a violation of this Agreement. Subscribers running IPX or any other method to use an IP tunneling protocol without notification to and permission from River Canyon Wireless is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber(s) is a violation of this Agreement. Failure to obey all terms set forth in the Acceptable Use Policy is a violation of this Agreement. Any Subscriber deemed by River Canyon Wireless to be in violation of this section is subject to immediate termination by River Canyon Wireless. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

**Additional Clarifications, Terms and Conditions:** Usernames, passwords and email addresses at [rivercanyonwireless.com](http://rivercanyonwireless.com), [rivercanyonmoab.com](http://rivercanyonmoab.com), or [rcwmoab.com](http://rcwmoab.com) are the property of River Canyon Wireless. River Canyon Wireless may alter, replace, or delete them at any time.

River Canyon Wireless has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the Service(s) become unusable and cannot be restored within 2 working days, your account will be credited for the outage. If the Service is interrupted for more than an aggregate of 24 hours in any given month, term contracts may be canceled without penalty.

River Canyon Wireless cannot be held liable or responsible for any type of loss, whether actual or perceived, due to lack of service. Subscriber understands that Service(s) will be interrupted from time to time for various reasons, including, but not limited to, maintenance, upgrades and power outages. There will be no warning for some outages.