



Contact Information Sheet

Broadlink Wireless, Inc
PO Box 1297
Pinehurst, NC 28370

Office Hours – 8:00AM to 5:00PM - Monday - Friday

Phone (910) 215-9600

- Option 1 – Sales Information
- Option 2 – Technical Support Options
- Option 3 – Billing Information
- Option 4 – Security & Abuse

eMail Sales : sales@broadlinkwifi.com
eMail Support : support@broadlinkwifi.com
eMail Billing: billing@broadlinkwifi.com
eMail Abuse: abuse@broadlinkwifi.com

www.broadlink.biz

General Terms and Conditions – Broadlink Wireless High Speed Internet Service

This is an agreement between the customer ("Subscriber") named on the Subscription Agreement Form and Broadlink Wireless, Inc. ("BROADLINK") for the provision of wireless, voice, data and/or paging services ("Service").

1. **Availability.** Service to Subscriber's receiving equipment ("Unit") is subject to transmission limitations caused by atmospheric or topographical conditions. Service may be temporarily refused, limited, interrupted or curtailed due to governmental regulations or orders, system capacity limitations or equipment modifications, upgrades, relocations, repairs and other activities necessary or appropriate for the proper Service.

2. **Use of Service.** Orders for activating, changing or terminating Service will be accepted by BROADLINK only from Subscriber or Subscriber's authorized agent. Subscriber is responsible for ensuring that the Unit is technically and operationally compatible with the wireless voice and/or data networks, and is in conformance with applicable Federal Communications Commission ("FCC") rules and regulations. Subscriber shall not use the Unit for any unlawful or abusive purpose or in such a way as to create damage or risk to BROADLINK'Ss business, reputation, employees, facilities, third parties or to the public generally.

5. **Wireless Data Radio.** Each Wireless Data Radio is assigned a unique user identification code and/or password. Subscriber account authentication is validated via unique identifiers in order to ensure plan usage is tied to one subscriber only. Any third party data usage allowed by Subscriber will be billed back to Subscriber at \$3 per MB (on a retroactive basis).

6. **Acceptable Use Policy.** Broadlink Wireless Data services must be used in accordance with appropriate use policies which are posted on BROADLINK'Ss website at www.broadlink.biz. These policies are subject to change as BROADLINK'S business needs and/or requirements dictate.

7. **Payment of Charges.** a) Wireless data subscribers are responsible for payment of charges for all services furnished, including without limitation, all data usage tied to a Subscriber's password and/or user identification code (rounded up to a full MB of data usage), even if the Subscriber's user identification code and/or password is lost or stolen, until four working hours after customer notifies BROADLINK of loss or theft. b) BROADLINK may bill Subscriber in advance each month in an amount equal to one month's subscription charges with any applicable taxes. Monthly service subscriptions may be paid by automatic check or savings draft, credit card or debit card. Check payments may be made quarterly. c) Payment of invoiced charges is due fourteen days after BROADLINK emails an invoice to Subscriber. d) When payment for Service is made by check, applicable NSF fees will be charged for each check returned to BROADLINK unpaid for any reason, whether or not the check was returned for insufficient funds. e) The access charge for a fractional part of a month will be a proportionate part of the monthly access charge based on the actual number of days Service is provided. Broadlink Wireless, Inc. will not credit a subscriber for service outages. f) A market-specific Rate Plan Schedule has been provided to Subscriber, and is subject to change without notice. g) A service charge \$7.00 per month, or such lesser amount required by law, will be added to past due accounts. h) Payments mailed to BROADLINK will be deemed paid only when received and credited to Subscriber's account.

8. **Deposits.** BROADLINK may at its option require Subscriber to make a deposit to be held by BROADLINK as a guarantee of the payment of charges. The deposit may be used by BROADLINK for bill payment in the event of non-payment or late payment of any invoiced amounts. At the termination of this agreement, BROADLINK will refund any deposit balance remaining without interest.

9. **Disconnection of Service for Cause.** If payment of any amount due BROADLINK by Subscriber for any Service is not made on time or if Subscriber is in any other way in default under this agreement, BROADLINK may, in its sole discretion and without liability to Subscriber, temporarily or permanently disconnect Service to Subscriber. In addition, BROADLINK may exercise or pursue any other remedy in law or equity. BROADLINK may charge a fee for reactivation of Service.

10. **Termination of Agreement by Subscriber or BROADLINK.** Subscriber or BROADLINK may at any time terminate this agreement and Service by notifying the other party in writing. Termination shall not relieve Subscriber from his or her responsibility to pay for the minimum term of the agreement plus any applicable notice period. THIS AGREEMENT PROVIDES FOR A MINIMUM SUBSCRIPTION TERM AS NOTED ON THE SUBSCRIBER AGREEMENT. TERMINATION BY THE SUBSCRIBER WILL RESULT IN AN ADDITIONAL CANCELLATION PENALTY FEE OF \$150.00. Termination by the Subscriber requires a minimum notice of thirty days; FAILURE TO GIVE THE REQUIRED NOTICE WILL RESULT IN AN ACCESS FEE CHARGE TO SUBSCRIBER for one additional month. If termination by BROADLINK is not due to the failure of Subscriber to comply with the terms of this agreement, BROADLINK will give Subscriber not less than 30 days notice of termination. Termination of the agreement shall not relieve Subscriber of the obligation to pay all outstanding charges when due. If upon termination of the Agreement, the account has either a nominal credit or amount due that is less than \$1.00, the subscriber will not receive a refund of the credit or will not be billed for the amount due.

11. **Limitation of Liability.** THE TOTAL LIABILITY OF BROADLINK ARISING OUT OF OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH THIS AGREEMENT SHALL BE LIMITED TO PAYMENT BY BROADLINK OF DAMAGES EQUAL TO THE AMOUNT OF ONE MONTH'S ACCESS CHARGE. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHERWISE. IN NO EVENT SHALL BROADLINK BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

12. **Rate Plan Change by Subscriber or BROADLINK.** Subscriber may elect a Rate Plan other than that selected in the Subscriber Agreement at any time, provided the Rate Plan is shown on a current Rate Plan Schedule for the Subscriber's market. Rate Plan changes may be subject to limitations, requiring fulfillment of the minimum terms under the currently active contract as outlined in Paragraph 10 above, extension of the contract period, and/or additional charges. All Rate Plan changes will be effective the first day of the billing cycle following the Subscriber's request. BROADLINK reserves the right to modify rate plans at its discretion. BROADLINK reserves the right to stop accepting new customers for any of its rate plans at its discretion. BROADLINK reserves the right to terminate any of its rate plans, in which case BROADLINK will provide thirty (30) days notice and transfer customers to a new rate plan.

13. **Warranty Limitations.** THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RESPECTING THIS AGREEMENT AND THE SERVICE PROVIDED. NO WARRANTY IS MADE AS TO THE COVERAGE AVAILABILITY OR GRADE OF SERVICE PROVIDED BY BROADLINK.

14. **Waiver.** The failure of BROADLINK to insist in any one or more instances, upon the performance of any of the terms, covenants, or conditions herein, or to exercise any right, shall not be a waiver or relinquishment of the further performance of any such term, covenant or conditions or the future exercise of such right, and the obligation of Subscriber with respect to such future performance shall continue in full force and effect.

15. **Indemnification.** Unless caused by the negligence or other fault of BROADLINK, subscriber shall defend, indemnify and hold harmless BROADLINK, its officers, directors, employees, affiliates and agents, from and against any and all claims, demands, suits, judgments, causes of action, losses, expenses, liability and damages (i) for libel, slander or infringement of copyright from the material transmitted via the telephone access number, and (ii) for any claim arising in any way, directly or indirectly, in connection with this agreement or the use or inability to use the wireless network. This indemnification obligation shall survive the termination of this agreement.

16. **BROADLINK'S Expenses.** Subscriber shall pay to BROADLINK all costs and expenses, including without limitation reasonable attorneys' fees, and the fees of any collection agencies and court costs, incurred by BROADLINK in exercising any of its rights or remedies under this agreement or enforcing any of the terms, conditions or provisions hereof.

17. **Excusable Delay and Failure to Perform.** BROADLINK shall not be liable for any delay or failure to perform due to any cause beyond its control.

18. **Captioned Headings.** The captioned headings have been included in this agreement merely for convenience of reference. They are not to be considered part of, or to be used in interpreting, this agreement.

19. **Notices.** Notices to Subscriber shall be deemed given if deposited in the U.S. Mail addressed to the Subscriber's last known address as shown on the Subscriber Agreement. Notices to BROADLINK shall be deemed given when received by the BROADLINK Customer Service Department.

20. **General.** a) No modification hereof shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties. b) If any provision of this agreement is contrary to, prohibited by, or deemed invalid under applicable law, such provision shall be deemed omitted to the extent contrary, prohibited or invalid, but the remainder of this agreement shall not be affected or impaired and shall be given effect so far as possible. c) This document and the rights and duties of the parties shall be governed and interpreted according to the laws of the State of North Carolina. d) No assignment or transfer, in whole or in part, of this agreement shall be binding upon BROADLINK without its express written consent. e) This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, administrators, legal representatives, heirs, and assigns, where permitted by this agreement.

21. **911.** BROADLINK may provide Subscriber's name and address to emergency personnel in case of a 911 or other emergency call from Subscriber's Unit.

22. **Additional Fees.** Additional taxes and fees may also be charged including fees implemented to recover federally mandated programs such as wireless local number portability and enhanced 911.

23. **Hold Harmless.** BROADLINK will be held harmless for improper installation of any equipment..

24. **Reservations.** BROADLINK reserves the right to adjust, change or terminate your pricing plan at its own discretion. SUBSCRIBER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS AND HAS RECEIVED PRICING PLAN INFORMATION APPLICABLE SERVICE PLAN(S) HE/SHE HAS CHOSEN: [REDACTED] initials SUBSCRIBER AGREES TO BE BOUND BY ALL RESTRICTIONS LISTED WITHIN THE TERMS AND CONDITIONS AND PRICING PLAN INFORMATION. ABUSE BY THE SUBSCRIBER OF ANY PART OF THIS PLAN MAY RESULT IN TERMINATION OF SERVICE BY BROADLINK. THESE DOCUMENTS WITH ATTACHMENTS ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDE ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BET WEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Subscriber Signature: _____ Date: _____ Subscriber Name: _____



Broadly serving the Sandhills & beyond!

Subscription Agreement Form

Subscriber Name: _____

Service Address: _____

City / State / Zip: _____, _____

Day Phone: _____ Eve. Phone _____

Subscription Information (Choose One)

- Broadlink @Home Broadband**
 High Speed Wireless Internet
 (4) eMail Accounts
 Personal Website
 Onsite Installation & Setup of 1 computer
 \$199.95 Zone 1 Installation Fee
 \$299.95 Zone 2 Installation Fee

Choose a term:

- No Contract Term @ \$49.95 per Month
 *Requires Auto-Draft via Credit Card
- 2 Year Term Agreement
 \$39.95 Per Month via Credit Card
- 2 Year Term Agreement
 \$119.95 Paid Quarterly via Credit Card
- 2 Year Term Agreement
 \$395.40 Paid Annual (\$32.95 Per Month)***Discounted!

Optional Services

- Broadlink Maintenance Subscription** - \$6.95 Per Month - \$15.00 Setup. This maintenance subscription covers all labor charges and parts supplying your wireless internet feed beyond the standard 30 day warranty. 2 Year Subscription Req.
- In Home WiFi Setup** - \$89.95 Equipment - \$75.00 Setup. Includes (1) Wired Computer & (1) Wireless Computer Setup. A Wireless adapter may be required for the wireless computer @ \$39.95

- Broadlink @HomeOffice Broadband**
 High Speed Wireless Internet with Priority Support
 (7) eMail Accounts
 Business Class Website
 Onsite Installation & Setup of 1 Computer
 \$299.95 Standard Installation Fee

Choose a term:

- No Contract Term @ \$69.95 Per Month
 Requires Auto-Draft via Credit Card
- 1 Year Term Agreement
 \$59.95 Per Month via Credit Card
- 1 Year Term Agreement
 \$179.85 Paid Quarterly via Credit Card
- 1 Year Term Agreement
 \$635.40 Paid Annual (\$52.95 Per Month)***Discounted!
 Paid via Credit Card

Billing Notice Information (Please read carefully)

IMPORTANT! We do not mail statements, notices or invoices via U.S Postal service. **We ONLY email.** We must have a valid email address on file for your subscription to remain active. If you don't already have an email or would like to use a newly created broadlink.biz email, please fill in the desired email and check the box to create the new email for you. It is your responsibility to notify us if your email address changes. In the event the email you have chosen to create is not available, a representative will contact you to pick an alternate. Please call support to add additional email accounts.

- Bill to an Existing eMail: _____ OR
- Create a New Broadlink eMail: _____@broadlink.biz Password: _____

Payment Information:

Please read carefully. We do not accept checks subscriptions.

Credit/Debit Card Information:

Visa / Master Card # _____ - _____ - _____ - _____ Exp. Date: _____ / _____ CVV Code: _____

Billing Address _____ City _____ State _____ Zip _____

Name on Card: _____ Bank Name _____

Our billing cycle Invoices on the 10th of each month and credit cards are processed. You will receive an email reminder and an Invoice for your records, provided that we have a valid email address for you. It is the Customers responsibility to check their email as we do not send statements by u.s. mail. Any new email addresses for billing purposes can be emailed to billing@broadlinkwifi.com , or call 215-9600 ext. 5060.

I accept Broadlink Wireless Terms & Conditions policy and authorize Broadlink Wireless, Inc or its 3rd party billing agent to perform the necessary invoicing or drafts to my account stated on this form. I understand that I must fulfill my subscription term in order to cancel services or automated drafts without paying an early termination fee.

Signature _____ Printed Name / Title if company _____ Date _____

Referred By: _____



Important Service Information

In order to provide a quality, low cost broadband service, Broadlink Wireless must set reasonable service and billing policies to ensure its continued success. Below are a few of our policies we wish to point out and make you aware of prior to activating your service.

- 1.) You must read and accept our Acceptable Use Policy. This policy is located on our website at www.broadlink.biz. Upon request, you may also receive a printed copy.
- 2.) You must sign and accept our General Terms & Conditions Contract (attached to the subscription agreement).
- 3.) We do not offer credits for service outages or refunds of service.
- 4.) There is an early termination fee of \$150.00 if you wish to cancel prior to your end of service date.
- 5.) You must provide a 30 day written notice to change or cancel your service plan or draft information. Mail to PO Box 1297, Pinehurst, NC 28370 or email billing@broadlink.biz.
- 6.) If you are suspended or canceled, you are still responsible for all charges on your account.
- 7.) We warranty our work, but ONLY our work. If a technician is sent onsite to your premises and the trouble was not related to Broadlink Wireless service, you will be charged a \$75.00 Trip Charge.
- 8.) We pride ourselves in providing local, friendly phone assistance for our Internet service. We can only offer technical support for problems relating to our Internet service. Our Internet service is essentially: connectivity to the Internet and email services hosted with Broadlink. We are happy to provide fee based support for nearly any computing need you may have at a discounted rate of \$17.00 per quarter hour.
- 9.) There is a \$15.00 late charge for past due accounts and a \$35.00 restoration fee if service is suspended.
- 10.) There is a re-installation fee of \$75.00 if you relocate and Broadlink Wireless must perform the re-installation.
- 11.) There is a \$25.00 return check/ach fee.
- 12.) We only accept echeck, credit cards or debit cards for subscription payments.
- 13.) The wireless modem and associated equipment provided by Broadlink Wireless, located at your premises, is and will remain the property of Broadlink Wireless, Inc. By signing this agreement, you are giving Broadlink Wireless right of entry to your property to service, replace or collect our outdoor equipment.
- 14.) We are an Internet Service Provider. We do not create the content you see on the Internet. If you see offending material on the Internet, we didn't put it there!
- 15.) We do not sell or give out any information about our clients unless we are subpoenaed to do so. If you receive unsolicited mail, we are happy to aid you in preventing it, but please understand we had nothing to do with you receiving it other than acting as an electronic post office.
- 16.) We do not send bills in the U.S. Mail. It is your responsibility to provide a valid email account for billing.



Email _____ @broadlink.biz Password: _____

eMail Setup Information

Broadlink Residential Service includes (4) Broadlink.biz email accounts. There are two ways to use your Broadlink email account(s). One way is to use an email client program such as Outlook Express. An easier way to use your email is to use our Broadlink Webmail service. This service is much like Hotmail and Yahoo Mail. You simply login to our website at www.broadlink.biz and click **webmail**. This service is free to all Broadlink subscribers.

Inside of our webmail system, you can enable and disable the "Friends" anti-spam system, send and receive emails and organize your saved emails. You only need to remember your username and password to login. Please note, your username is your ENTIRE email address.

If you prefer to setup an email client such as Outlook Express, we do have directions on our website. However, most email client programs have very simple wizards and ask only basic questions. For your email service to work, you will only need the following information:

Your name

Your Broadlink email address

Your password

Our mail server information:

Incoming mail server is "POP3"

Incoming mail server address is: mail.broadlink.biz

Outgoing mail server is "SMTP"

Outgoing mail server address is: mail.broadlink.biz

Outlook Express, Microsoft Outlook and Vista Windows Mail all start up with a simple wizard when they are started for the first time. Otherwise you can find the email setup information by clicking "Tools" and "Accounts" from the top menu.

Single Computer Setup Information

Most computers are already setup by the factory to work with our service. To verify your network settings are correct, please do the following:

Windows XP: Find the Network Connections icon. Usually this can be found by going to the computer "Control Panel" and then to "Network Connections". You should see an icon that says "Local Area Connection". Right click it with your right mouse button, click "properties". In the properties window, you will see a list of network items. Usually the last item is called "Internet Protocol (TCP/IP)". Click this item and click "properties". You need to verify that everything is set to "obtain automatically". Click OK, then OK one more time.

Windows Vista: Find the "Network and Sharing Center" icon. Usually this can be found by going into the computer "Control Panel". Once at the Network and Sharing Center, click the option on the left side to "Manage Network Connections". You should now see an icon that says "Local Area Connection" Right click it with your right mouse button, click "properties". In the properties window, you will see a list of network items. Click on the one that says "Internet Protocol Version 4 (TCP/IPv4) and click "properties". You need to verify that everything is set to "obtain automatically". Click OK, then OK one more time.

Also please verify Internet Explorer does not have any previous provider settings in it. To do this, find the "Control Panel" again and double click the icon "Internet Options". Inside Internet Options, click the "Connections" tab. Make sure "Never Dial a Connection" has a dot in it. Click LAN Settings. Make sure there are no checkmarks next to any of the items.

For multi-computer setup you can follow the manufactures directions, or schedule for a network technician to come onsite. There are flat rate fees for a variety of services we offer such as this. Our website has these rates posted.