



**Your World, *Connected.***

## Terms of Service

By ordering a service or using equipment from Texoma Communications, LLC d/b/a TekWav ("TekWav"), users must read and agree to the Terms of Service (the "Agreement"). The terms and conditions below govern the use of the service and the rights and responsibilities of TekWav and you as a TekWav customer.

TekWav is also bound by this agreement, although TekWav has the right to update the terms of service and other policies with conditions at any time.

You acknowledge receipt of these documents, which describe our wireless internet services to you at the address or location specified in the service request, the terms, and conditions of the service (the "Service") and the wireless access device(s), and any other Equipment that we may provide to you, including any licensed software loaded on the Equipment (collectively, the "Equipment"). The Agreement defines our obligations to you, and your obligations in using the Service and the Equipment. This Agreement governs the entire relationship between TekWav and the user, both of whom agree as follows:

By accessing the Internet via TekWav's service, you are agreeing to the terms and conditions of this agreement. If you do not agree to these conditions, your only option is to terminate your account.

This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the United States of America and the state of Texas. In the event of a conflict between this Agreement and any applicable law, the law shall prevail. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. The Agreement, including the TekWav Acceptable Use Policy, which is incorporated as if fully set forth herein, embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns.

Any questions about the terms and conditions of this agreement can be submitted in writing to [customerservice@tekwav.com](mailto:customerservice@tekwav.com).

### Definitions

- **"Customer," "I," "you," "your":** refers to a person, a company, or a legal entity who subscribes to a service provided by TekWav.
- **"User":** Also refers to a person, company, or legal entity who subscribes to a service provided by TekWav but may include an individual who simply uses the same service.
- **"Service":** Any service provided by TekWav.
- **"Equipment":** refers to any computer, Internet, networking, wired, or wireless hardware or device provided by TekWav for use by a customer.
- **"TekWav, "we", "us", "our", "the Company":** refers to Texoma Communications, LLC d/b/a TekWav, the service provider.



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### **Customer Responsibility**

By signing up for service with TekWav, you acknowledge that you accept this Agreement on behalf of yourself, your users, and all persons who use the equipment and/or service through this equipment. You have the sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this agreement, and you bear the sole responsibility for any breach of the Agreement by any other user, whether such breach is the result of the use of the Service and/or Equipment by you or another user. You agree to use your TekWav-supplied service from your own premises. You agree to provide TekWav with accurate and complete billing information, including your legal name, address, and telephone number. If your address, phone number, name, or other billing information changes, you will notify us within ten (10) days, or your service may be suspended. By ordering and paying for a TekWav service, you affirm that you are 18 years of age or older and are able to enter into this agreement.

If you default or break this agreement, TekWav may, in its sole discretion, temporarily suspend or permanently close some or all of your services. Suspending or closing your service does not limit TekWav's remedies and does not render TekWav liable to you or any user for any alleged damages incurred as a result of a suspension or closing of service or entitle you to any credit for amounts paid or owed for the Service. "Default" means failure on your part to comply with this agreement. This includes, but is not limited to, being delinquent on your payments and breaking the provisions of this agreement or associated policies. If you use your own equipment with service provided by TekWav in violation of any of the provisions of this agreement, TekWav will notify you and may take any such action as is necessary for the protection of the service for use by its other customers. This may include disconnecting your service. TekWav reserves the right to charge disconnect and/or reconnect fees for any discontinued service.

### **TekWav's Responsibility**

TekWav agrees to provide you with the Service you have ordered and all special equipment necessary to provide the Service, provided that you comply with all the terms and conditions of this agreement. TekWav strives to provide uninterrupted service. However, like any other telecommunications service provided, the service may experience temporary slowdowns or interruptions caused by overload, abuse, equipment modifications, upgrades, relocations, or repairs, and similar activities necessary for the proper operation and supply of the service, or natural or man-made disasters. TekWav will provide basic instructions on how to use the service during the time of your installation by our installer. You are also entitled to technical support for the TekWav-provided equipment or service via phone or e-mail. We cannot provide technical support for any hardware, software, or operating systems not provided by TekWav.

### **Contact TekWav**

In the event that you need to contact TekWav regarding your Internet service, you may do so using the following methods.

Office Phone Number: (903) 375-9787

Email: [customerservice@tekwav.com](mailto:customerservice@tekwav.com)

Website: <http://www.tekwav.com>

Office Address: 223 North Walnut Street, Sherman, TX 75090



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### **Term**

The term of this Agreement will begin on the day the Service is installed and will remain in full force and effect indefinitely until terminated as noted in this Agreement. Services will be provided on a month-to-month basis and will automatically renew each month unless terminated by either TekWav or the Customer. See the *Termination* section for more information.

### **Installation**

The Customer warrants that they are at least 18 years of age and either own the premises at the location where service is requested or have received written permission from the owner to make any changes to the premises needed to install and power the Equipment and receive the service.

In the case of an apartment or condominium, the user warrants that they have confirmed that placement of an access device including an antenna, if needed, in a common area is not in violation of building owners or other restrictions.

The user hereby authorizes TekWav to install the Equipment necessary to receive the service and agrees to allow TekWav access to the premises to install, maintain, or repair the Equipment. During the installation, the user will have the opportunity to request the location(s) of the equipment installed. If the user decides the location(s) are no longer preferred, then the user may be responsible for a fee to relocate the equipment at the premise. Refer to the *Equipment* section of this Agreement for more information.

### **Billing Period & Payment Schedule**

TekWav bills monthly, in advance of the billing period. The billing period begins on the anniversary date of the service installation. Invoices will be emailed to the email address on file, on the anniversary date of your service installation. Invoices will include the monthly cost of service and may include other fees and charges such as equipment leases and applicable taxes as established from time to time by TekWav. Invoices are due the same day they are generated.

### **Activation Fee & First Service Month Payment**

The activation fee is \$99 for residential users and may vary for commercial users depending on the complexity of the installation. Commercial install fees will be agreed to before the installation and will be included on a Commercial Service Quote.

You will be charged for the activation fee and your first month of service following the completion of a successful Internet installation. If it is determined that you cannot receive Service from TekWav, you will not be charged the activation fee.

### **Payments**

As the customer, you can make payments in a number of ways. From the TekWav office, you can make a payment using a credit card, ACH, check, or money order. You can make a payment using a credit card or ACH over the phone during business hours (Monday – Friday, 8 am – 5 pm, Central Time). Using the Customer Portal, you can make a payment online using a credit card or ACH. You can also mail a check or money order to the TekWav office.



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Money orders and checks will need to be made to *TekWav* and mailed to the following address.

TekWav  
PO Box 1296  
Sherman, TX 75091

We can set up automatic payments for you using your credit card or ACH. Your payment method will be automatically charged on the due date of your invoice which correlates to your service anniversary date. If an ACH automatic payment or a check fails due to insufficient funds, the Customer will be charged an NFS fee of \$35 by TekWav. If continued ACH payments fail, the Customer's Service may be subject to suspension.

### **Deposits**

TekWav may require a deposit to commence the supply of service. Should a deposit be required, you will be made aware before any services are installed or provided.

### **Additional Charges**

In addition to the monthly service cost, other charges may be added to your monthly invoice. In the event a TekWav technician or representative is requested to provide support or repair customer-owned software or hardware that was not supplied by TekWav, a \$50.00 hourly labor charge will be applied to the next invoice. Should a TekWav technician be requested to go onsite, and the issue is tied to equipment that is not considered TekWav equipment, a \$50.00 hourly labor charge will be applied to the next invoice.

### **Refunds**

The customer has up to thirty (30) days after the Service is installed to receive a full refund for the installation and the first month of service. A user is eligible for this policy should the Service not meet the expectations of the user and TekWav is unable to correct any networking or technical issues.

If Service provided by TekWav cannot be made to work at your location because of distance, hills, trees, or any other cause, you will be refunded 100% of any payments you have made to us, subject to this agreement. You must return any installed equipment in good condition, with no damage aside from ordinary wear and tear. TekWav has no other liability if it cannot provide service due to your geographic location.

### **Service Credits**

While TekWav strives to provide its customers with Internet service that is available the majority of the time, there may be an instance where a customer does not have Internet service. If this event is caused by negligence on TekWav's part and the customer is unable to use the Internet service for more than 24 hours, then the Customer may be entitled to a service credit to be applied to their next invoice. In this case, the credit will equal 1/30 of the monthly base charge for each 24-hour period from the time of notice of service interruption until the service is restored. The 24 hours must be continuous without intermittent service availability. You cannot add up shorter periods of time to equal 24 hours in order to qualify. To receive a service credit, you must notify the TekWav office to state that your Internet Service is not working.

Most types of outages will not qualify for a service credit. Experiencing issues with the Internet service caused by your own or another's negligence, a willful act (excluding the scenario above), or by weather or disaster-like



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situations will not result in a service credit. “Willful acts” include system failures caused by viruses, “hacking,” “cracking,” and other forms of remote malice. Service credits will also not be provided for a loss of connectivity caused by TekWav technicians working to modify or repair TekWav equipment. TekWav may, however, issue credit on a case-by-case basis at the Company’s discretion.

If you believe that TekWav has billed you in error, you must contact us within 30 days of the invoice or statement date. Refunds or adjustments will not be given for any charges more than 60 days old.

### **Past Due Balances & Account Suspension**

Invoices are due the same day they are posted to your account. If an invoice is 10 days past due, your service will be suspended on the 11<sup>th</sup> day. For example, if your invoice is due on June 1<sup>st</sup> and you do not make a payment, your service would be suspended on June 11<sup>th</sup>. Service will be restored following a payment being made to the account.

### **Equipment**

To provide Service, TekWav will install Equipment at the customer’s location. TekWav agrees to maintain the Equipment in working condition for the lifetime of this agreement. In case of Equipment failure, TekWav will troubleshoot, diagnose, repair, or replace the Equipment within two (2) business days. All Equipment supplied by TekWav, except for any item that you buy and pay for in full, remains the property of TekWav. You may not mortgage, sell, transfer, lease, encumber, or assign all or part of the Equipment.

If you lose or break the Equipment or turn it over to someone else as described in the previous paragraph, you must pay TekWav the full retail cost of the repair or replacement. If TekWav spends money in the effort to get the equipment back, you must also pay those costs.

You will not modify, tamper with, or move the Equipment. If you need the Equipment moved, you must contact TekWav and ask to have a TekWav technician or contractor move the Equipment for you. You may be charged for the callout, labor, and materials required to move the Equipment. If Equipment, including network components, is moved, or modified by anyone other than TekWav personnel (employed or contracted), and damage to the equipment results so that TekWav personnel or contractors are called out to your location to repair or replace it, you will be charged \$150.00 for the visit in addition to any other charges specified in the Agreement. You authorize TekWav and its employees, agents, contractors, and representatives to enter your premises in order to install, maintain, inspect, repair, and remove the Equipment. TekWav agrees to arrange a mutually convenient time with you for these activities.

### **Customer Electronics**

You are responsible for your own equipment that you use with the TekWav service. For this agreement to be valid, your computer must meet minimum requirements (as determined solely by TekWav). It must be technically and operationally compatible with the Service. TekWav’s responsibility for your Internet connectivity stops at the downstream end of the Equipment. You are responsible for providing equipment capable of receiving and transmitting electronic data through a standard port. By accepting this Agreement, you explicitly acknowledge that TekWav will not provide technical support for equipment or software that is not part of the TekWav Service or Equipment.





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### **Customer Networks**

You may access the Internet via TekWav from secondary computers on a home network within the limits of the Acceptable Use Policy. Your home network is not part of your Internet Wireless service or Equipment. TekWav is not responsible for the possible additional wireless coverage needed for your residence or business. Allowing someone to connect to your home network from outside your premises and use your TekWav service is strictly prohibited. If you do this, we may close your account. Giving someone outside your household or business your TekWav login name and password is strictly prohibited.

### **Termination of Service**

TekWav Service may be terminated, or canceled, by the user at any time upon 30 days notice to TekWav. The Service may be terminated, or canceled, by TekWav at any time upon written notice to the user. The service is billed and paid in advance and canceling before the next billing cycle ensures the user is not held responsible for another month of service.

If you cancel your service more than one (1) week into the new billing cycle or there is a high amount of usage, you will still be responsible for the invoice on your account. We recommend providing thirty (30) days' notice prior to the termination of your account to avoid additional invoices being due.

If the Service is being terminated within thirty (30) days of the Service being installed despite the connection being available and operational to TekWav's standards, you will not be eligible for a refund of the activation fee or the first month of service.

### **Acceptable Use Policy**

The TekWav Service may only be used for lawful purposes. The Customer is prohibited from transmitting unlawful, threatening, abusive, libelous, vulgar, obscene, profane, hateful, or otherwise objectionable information of any kind. The Customer may not engage in conduct that would constitute a criminal offense, infringe on third party rights, give rise to civil liability, or violate any local, or international statute, rule, regulation, or treaty. The Service may not be used to upload, post, reproduce or distribute, any material protected by copyright or any other intellectual property right without first obtaining the written permission of such right holder. The user shall be prohibited from engaging in the transmission of unsolicited advertising, chain letters, and junk mail — "spamming".

### **Misuse of Internet Connections**

In common with other internet service providers, where TekWav becomes aware that the Service is being misused, including but not limited to the malicious degradation of other networks or network devices and/or transmission of content contrary to applicable law ("Service Misuse"), TekWav reserves the right to suspend and terminate the Service without liability.

### **Limited Liability**

We will not be liable for interruptions in Services caused by your intentional act or negligence, failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of TekWav, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.



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NOTWITHSTANDING ANY OTHER PROVISION OF THIS TERMS OF SERVICE AGREEMENT, TEKWAV'S LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

You agree that TekWav will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, you agree to indemnify and reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

**Revisions to Terms of Service**

TekWav reserves the right to update or modify the Agreement at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the Agreement. Notice of modifications to this Agreement may be given by posting such changes to TekWav's homepage <http://tekwav.com>, by electronic mail, or by conventional mail.