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Terms of Service

1. Installation Fee: Subscriber shall pay a one-time non-refundable installation fee upon execution of this document, together with the fee for the first month of service and cost of installed devices. Installation will provide the Subscriber with a single point hard-wired connection, and the equipment used to establish such hardwired connection, including a receive radio, associated mount, cable into Subscriber's home, power adaptor for the radio, and a jack for a single computer. Blue Pulse Network's installers will mount the equipment in a professional manner with the least impact to the property. Any modifications to the property will be weather sealed in accordance with best common practices at the time of the installation. Penetrations of the structure will be discussed with the customer and made upon mutual agreement. Weatherproofing will be made in accordance with industry best practices, but no guarantee of it's future effectiveness is made by Blue Pulse Networks LLC.

2. Monthly Fee: Subscriber shall pay a monthly fee to Precision Wireless Internet according to the fee and due date outlined in this Service Agreement. Such monthly fee shall be due and payable on the same day of each successive month. Payments may be through automatic check handling, credit/debit card, or ECheck. Payments may also be mailed to: Blue Pulse Networks LLC, PO Box 357, Gravette, AR 72736.

3. Term: There is no chronological contract with this service. Subscribers shall have three (3) days from the date of installation to cancel the service. If the Subscriber cancels within such three (3) day period, Subscriber's sole responsibility shall be \$99, to be retained by Blue Pulse Networks for installation and removal labor costs, provided that any equipment sold to the customer is returned in like-new, functional condition. In the event Subscriber fails to cancel within such three day period, Subscriber shall be deemed to have accepted the Blue Pulse Networks service and shall be bound to the terms of this service agreement unless the Subscriber provides written notice to Blue Pulse Networks.

4. Late Fees, Reconnection Fees, and Cancellation Fees: Subscriber shall be entitled to voluntarily cancel this agreement at any time upon payment of all amounts then. If Subscriber fails to pay any amount due hereunder within fourteen (14) days of the due date, Subscriber shall be assessed a late charge of \$20. In the event any amounts remain outstanding for thirty days, Subscriber's service will be suspended. If Subscriber reconnects within fourteen (14) days of suspension for non-payment, Subscriber shall be responsible for a reconnection fee of \$25. If Subscriber fails to reconnect within such time period, Subscriber shall be deemed to have canceled service and will be moved to an inactive status.

5. Equipment: All Installation Equipment shall remain the sole property of the Subscriber upon sale. Subscriber shall be responsible for damage to the Equipment unless such damage is attributable to mechanical failure of the Blue Pulse Networks Installation Equipment during normal use. The Installation Equipment provided to Subscriber will allow Subscriber to access the Internet on one terminal. If Subscriber wishes to access the Internet on more than one terminal, or seek any other equipment or service, Blue Pulse Networks internet will sell, program, and install the requested additional equipment and services at Blue Pulse Networks' standard rates. Subscriber will thereafter own such additional equipment and be solely responsible for the repair, maintenance, or replacement of such additional equipment at no cost to Precision Wireless Internet.

6. Compliance with Laws: Subscriber may not use the Blue Pulse Networks system and services provided in any way that violates federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of Subscriber which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, or which result in the spread of computer viruses or other damaging programs or data files.

7. No Interference: Subscriber shall not probe, monitor, breach the security of, or otherwise interfere with any host, network, or system without the explicit authorization of the administrators of the host, network, or system.

8. Prohibition against Bulk Emails: Subscriber shall not send unsolicited bulk e-mails. As a guideline, the mailing of more than twenty messages simultaneously or in close chronological proximity to recipients with whom the sender has no pre-existing relationship or who have not consented to receiving such email will be considered a violation which may result in termination of Subscriber's account.

9. Adoption or Modification of Rules: Blue Pulse Networks reserves the right to establish or modify rules concerning use of the subject system by sending notice (by email or other means) to each Subscriber. Blue Pulse Networks reserves the right, to be exercised in its sole discretion, to restrict, suspend, or cancel Subscriber's account upon violation of any of Blue Pulse Networks published rules or the terms of this agreement.

10. Modification of Service: Blue Pulse Networks reserves the right to modify, add, or remove all services and features of its services at any time. Current subscribers will receive at least thirty days' notice of each change unless such change is made to maintain the security and integrity of the network services.

11. Disclaimer of Warranties: Blue Pulse Networks does not make any express or implied warranty of any kind, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided under this agreement.

12. Disavowal of Liability: Under no circumstances shall Blue Pulse Networks, its officers, directors, employees, agents, shareholders, or anyone else involved in administering, distributing, or providing Blue Pulse Networks services, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, loss of revenues or lost profits, or damages which result from the use of or inability to use the services provided hereunder, mistakes, omissions, interruptions, deletion of files, emails, or other data, email errors, defects, viruses, delays in operation or transmission, failure of performance, theft, destruction or unauthorized access, even if Blue Pulse Networks, LLC has been advised of the possibility of such losses. In no event shall Blue Pulse Networks, LLC liability to subscriber exceed the aggregate amounts paid by Subscriber to Blue Pulse Networks LLC for services during the previous six months.

13. READ CAREFULLY: Use of the Internet from any service provider has an inherent risk of viruses and other attacks. The Subscriber and immediate family, including minors, may unknowingly download or view information, which results in damage to Subscriber's hardware, software, files, data, or peripherals. Blue Pulse Networks, LLC shall have no liability whatsoever for any damage to or loss or destruction of Subscriber's hardware, software, files, data, or peripherals resulting from viruses or other attacks. In the event Blue Pulse Networks, LLC receives notice of a virus or other attack on Subscriber's system, Blue Pulse Networks, LLC reserves the right to discontinue service to Subscriber upon five (5) days notice until Subscriber is able to remedy and remove such virus or other attack.

14. Indemnification: Subscriber agrees that it shall indemnify, defend, and hold harmless Blue Pulse Networks, LLC, and its officers, directors, employees, agents, and shareholders from and against any costs, expenses, losses, damages, suits, claims, or liabilities incurred and arising from or relating to Subscriber's use of the subject services.

15. Fair Access Policy: To insure equal access for all network subscribers, Subscriber must adhere to the Fair Access Policy of Blue Pulse Networks, LLC. The Fair Access Policy establishes an equitable balance of network access for all subscribers. Access is not limited to a specific number of hours or days per month. However, if Subscriber downloads or uploads more than 250 GB in any one billing period, Blue Pulse Networks, LLC may modify the speed at which Subscriber is able to utilize the services provided. Subscriber is extremely likely to these speed reductions if their use is typical of the majority of the Internet users and consists primarily of web surfing and a reasonable amount of up or downloading. The above-referenced Fair Access Policy shall only apply to residential accounts, and shall not apply to commercial or business accounts operated outside of the home.

16. Service Calls: Subscribers will be solely responsible for repair or replacement of any equipment provided resulting from mechanical malfunction experienced during ordinary use. Blue Pulse Networks, LLC shall be solely responsible for the maintenance of the electronic signal to the device. However, the Subscriber maintains responsibility for environmental factors including self-interference and maintaining a clear line-of-sight to those devices requiring such. If Subscriber initiates a service call and the problem is for any reason other than Blue Pulse Networks supplied equipment failure resulting from improper installation, Subscriber shall pay for such service call based upon Blue Pulse Networks, LLC most recent service call rates.

17. Termination of Blue Pulse Networks Service: Blue Pulse Networks, LLC reserves the right to immediately modify, suspend, or terminate Subscriber's service upon (1) non-payment of any amount due and owing within thirty (30) days of the original due date, or (2) any other breach of the terms hereof.

18. Attorney Fees, Costs, and Expense: In the event Subscriber breaches this agreement for any reason, Subscriber shall be responsible for all attorney fees, expenses, and costs incurred by Blue Pulse Networks, LLC in enforcing the provisions hereof.

19. Governing Law: This agreement shall be construed and enforced in accordance with the laws of the State of Arkansas. Subscriber irrevocably consents to the jurisdiction and venue of the District Court of Benton County (Western Division), Arkansas for all disputes arising from these Terms of Service.

20. Subscriber Property Access: The subscriber or someone designated by him should be on site during the entire installation process, as BPN assumes no liability for the subscriber's personal property and the installation is to be carried out with the consent of the Subscriber.

21. Notice: Consent for installation and continued service beyond the three (3) day window described in Section 3 constitutes an agreement to abide by the provisions laid out in this Terms of Service document. Should the customer have any disagreement with the provisions of this document, continued service beyond the three (3) day window constitutes agreement with all provisions herein.