



WIRELESS INTERNET ACCESS AGREEMENT

This online agreement is entered into by and between you the subscriber and Accelerate Wireless, for the purpose of establishing the terms and conditions under which Accelerate will supply a wireless internet access service.

SERVICE TO BE PROVIDED.

Accelerate, under the terms of this agreement, will furnish to Subscriber the selected package of Wireless Internet Access Service agreed upon at time of installation.

TERM OF THE AGREEMENT. This Agreement shall be in effect for an initial term commencing with service inception and continuing for as long as service is being provided. Accelerate wireless owns all equipment, antennas, cables, and select software and upon any termination all equipment must be returned to Accelerate. Any unreturned equipment will be billed to the Subscriber in the amount of \$400.00+ GST for equipment fees.

CHANGES TO SERVICE. Subscriber may choose to change their Wireless Internet Access package/speed without violating the terms of this agreement. A move of physical location will incur a minimum fee of \$60.00+ GST.

CESSATION OF SERVICE. 30 days notice is required for cancellation of the service, upon which all installed equipment must be returned in good condition. Early cancellation of a fixed term contract will incur a charge of \$300. Any installed cabling would remain in situ.

PAYMENT SCHEDULE. Subscriber will be billed installation charges where applicable, as well as the appropriate rates for the Wireless Internet Access Service speed selected at the time of the first bill. Accelerate reserves the right to request payment for any and all equipment associated with the initial installation for wireless internet access in advance.

Wireless Internet Access Service charges are due and payable monthly on invoice. Failure to pay monthly service charges by 14 days from the last due date, shall give Accelerate the right, without liability, to temporarily disconnect Wireless Internet Access Service. Accelerate is not liable for any loss of business, loss of phone service, or any style of Internet services from a deactivated Internet account. Restoration of service will require payment of any unpaid balance and a reconnect charge of \$50+ GST may be applied. If service is not reconnected within and additional 14 calendar days, the Wireless Internet Access Service will be permanently disconnected and the supplied hardware recovered, with recovery costs to be passed on to the user.

CUSTOMER PROVIDED EQUIPMENT.

Any equipment not supplied from Accelerate is customer provided equipment. Accelerate is not responsible for support of customer provided equipment and Subscriber will be liable for the expense of a service call if such equipment adversely affects Wireless Internet Access Service.



CUSTOMER INSTALLATION.

The installation date and time will be determined by Accelerate and communicated to Subscriber as early as possible. Prior to or during installation, Subscriber and Accelerate will determine if Subscriber's computer(s) are configured appropriately for the Wireless Internet Access Service connection. If not, Subscriber will be required to purchase or provide the appropriate hardware for the service to work. Installation of said equipment can be installed by Accelerate for a fee.

Note: It is your responsibility to make sure you have permission to attach the wireless receiver to outside of property for which you have subscribed to Accelerate for.

SERVICE CALLS. If Accelerate is called to Subscriber's site and it is determined that the problem is other than the Wireless Internet Access Service and/or the Wireless Internet Access interface, a minimum service fee of \$110.00 will be charged for the first hour and in half hour increments thereafter. The stated rates apply during regular business hours. Overtime, weekend, and holiday rates will be higher. Travel and related charges may also apply.

SERVICE DELIVERY. Wireless Internet Access connection speed 7Mbps to 15 Mbps, depending on package chosen is measured between Subscriber's location and the Accelerate access point. Connection speeds may be lower under conditions of high Internet usage. Actual data transmission or throughput may be lower than the connection speed due to Internet congestion, server or router speeds, protocol overheads, and other factors which cannot be controlled by Accelerate.

DELAY. Accelerate will not be liable for any delay in the delivery or installation of Wireless Internet Access Service or for any damages suffered by Subscriber by reason of such delay regardless of whether such delay is directly or indirectly caused by Accelerate.

CONSEQUENTIAL DAMAGES. Accelerate is not responsible for any incidental or consequential damages resulting from failure of, or suspension of, Wireless Internet Access services.

EXCESSIVE USE POLICY AND RESTRICTION OF SERVICE

As with all internet service Accelerates, Accelerate does have an Excessive Use Policy. The vast majority of Accelerate's customers use their connection in a manner that does not infringe on other accelerate customers. An extremely small percentage of customers use their Accelerate connection excessively, or at such extreme high volumes, that they use more than their share of the overall Accelerate connection. Accelerate reserves the right to throttle the network speed of any offending customer down to a lower sustained rate – Bit torrent and other P2P (peer to peer) traffic is throttled by default and prohibited. Accelerate would like to stress that this is an extremely rare occurrence and that it only affects those customers who constantly abuse their connection by maintaining extremely long periods of sustained upstream and downstream traffic that maxes out



their connection. Accelerate expects that almost all its customers will remain unaffected by this as they maintain their normal internet usage.

Customers exceeding their monthly data allowance will be notified via email of their overuse. This is on a three strike basis, whereby any customer exceeding their data allowance 3 times in any given calendar year will be advised to migrate their account to an unlimited data account.

You are not permitted to download content that is illegal or to allow our equipment to be used for any illegal activity. You risk being prosecuted if you publish illegal material in this or any other country.

FAULT LOGGING

Faults can be logged via email info@acwireless.co.nz or 0800 003 176 number which is manned between the hours of 9am and 5pm, Monday thru Friday.

COMMITMENT OF SERVICE

Accelerate continually strives to be the premier Wireless Internet Access Service Accelerate in Marlborough. As part of this commitment, our Network Operations Center (NOC) Engineers proactively monitor performance on our network backbone to ensure Accelerate has adequate backbone bandwidth to accommodate high-speed service for our entire customer base.

It is important to Accelerate that our customers clearly understand the difference between purchased bandwidth and throughput. First, some background about the Internet. The Internet is a mesh network comprised of multiple independent Internet Service Accelerates, Enterprise Level Customers and Residential Customers located throughout the world. As such, there are various WAN routing protocols that make up the Internet including, but not limited to, Frame Relay, ATM, IP over Ethernet and IP over SONET. With these WAN routing protocols come various overhead requirements that reduce the amount of throughput possible for all Internet customers. Most in-depth testing and research shows that the average customer will get optimal throughput of 90% to 99% of their purchased bandwidth. This (90% to 99%) is considered the best possible throughput results and can degrade beyond that should there be congestion on the Internet (whether the congestion be with the source ISP, destination ISP or Internet backbone, including access points or peering points).

Finally, Accelerate takes great pride in our high-speed network. We also recognize that unexpected traffic on our network and/or the Internet can at times impact our customers reducing their throughput speeds. Many factors are involved in this potential problem and our commitment is that Accelerate will do everything possible to proactively monitor, evaluate and control the factors within our direct control. In addition, we continually evaluate new technologies to ensure we evolve our network as technologies change thus allowing us to deliver state-of-the-art products to our customers.