

Summary of Customer Service Agreement for WinchesterPC.Com:

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Introduction

This agreement between WinchesterPC.Com and the party seeking Internet service is designed to protect both parties from excessive litigation, while also defining both parties rights and expectations within the agreement. WinchesterPC.Com reserves the right to make changes to this contract, however, changes to this contract may be made by WinchesterPC.Com no sooner than 60 days after making reasonable effort to inform the customer of such changes. This contract extends to all users of the network, where applicable.

Definition of "No Contract"

"No Contract" means the customer reserves the right to cancel at any time. Clients only need to pay for the month of service they will use. Partial months will not be refunded. If the customer would like to terminate their service, WinchesterPC.Com must be notified, preferably 90 days before termination. The customer is obligated to keep equipment plugged in and mounted as it was installed. If service is terminated without the requested advance notification, it may take up to 90 days to decommission and remove equipment. During this time, the customer is obligated to keep equipment plugged in and mounted as it was installed, in order to prevent damages to equipment or the network.

Bridging and Equipment Ownership

The dynamic and redundant topology of the FoxWireless.Net network relies on the ability to expand the network in multiple directions. WinchesterPC.Com may request to use the customers property as a bridge or access point. Allowing the installation of extra equipment to become a bridge or access point will not degrade the customers service or security, instead we may offer faster or cheaper plans for such accommodation. The equipment used at install is owned by WinchesterPC.Com, with the exception of a loaned or purchased router. Tampering with any hardware or equipment owned by WinchesterPC.Com (or attempted unauthorized access to the

network) for malicious (Defined as any access/use that directly or indirectly hinders the network) purposes may result in legal prosecution and/or immediate termination of service without refund. If the equipment must be moved, go without power, or be in any way disrupted, the customer is obligated to provide as advance notice as is reasonable, so that appropriate accommodations can be made to make sure there is minimal disruption in service to the rest of the network.

WinchesterPC.Com will attempt to contact the customer whenever we need to perform maintenance or administer our equipment, however in dire cases we reserve the right to access our equipment if it is possible to do so without the customer being present and it is not necessary to enter any buildings.

Changes to Pricing or Service Plan Availability and Changes to Service

WinchesterPC.Com does not guarantee that all service plans will be available in all locations. Individual circumstances may restrict the availability of service plans, or require the customer to contribute a deposit (refundable after twelve months of service) or a personal investment. WinchesterPC.Com reserves the right to offer individualized pricing and service plans. FoxWireless.Net is a non-contractual service. Customers will be notified at least three months before any negative changes to the speeds, quality, price, or additional elements that would downgrade their service.

Service Level

WinchesterPC.Com strives to provide the promised service as reasonably as possible, and minimize unexpected incidents of reduced service and unforeseen outages. If the customer has suboptimal service or speeds outside 90% of what is promised, it is incumbent of the customer to notify or contact WinchesterPC.Com. If we are incapable of resolving the issue within a timely manner, or the problem is particularly impactful to the customer's operations, the customer can request for the next month's payment to be waved, or if the customer has a pending invoice they may request for that payment to be waved, but WinchesterPC.Com cannot refund customers for months of paid service. The customer can request a free month up to twice a year, a period that is defined as 11 months after the first request for free service.

Liability & Security

The Information Superhighway (World Wide Web) is dangerous. WinchesterPC.Com cannot be held liable for anything the Internet may unleash, including malicious software, scams, or hacks. WinchesterPC.Com is not responsible for any confidential information provided to users/merchants on the internet, or the products offered while using the Internet. Additionally, WinchesterPC.Com cannot be responsible for any actions while using our network. Attempting to use the FoxWireless.Net network in an illegal manner may result in service termination and legal action. If a customer's account is associated with a DMCA notice, the same notice will be copied and forwarded to the customer, and compliance will become the responsibility of the customer. The customer is not responsible for any injuries or damages caused by installation of service equipment at customer property during the time of installation or during any service calls for equipment maintenance. Likewise, WinchesterPC.Com cannot be held responsible for injuries caused from servicing equipment

by anyone other than a WinchesterPC.Com employee, accidental injuries caused by our equipment, or unforeseeable/unusual hazards at the installation site/property. The customer reserves the right to inquire about the nature of the installation and request rectification of problems caused by installation, however, WinchesterPC.Com is under no obligation to act in such circumstances.

Payment Terms

Payment is due before the first month of service. Payment is due each following month on the closest five day increment (excluding the 30th) corresponding to the first day of service at installation date and is late by the 30th day hence. Service may be terminated payment is not received in full. There are no late charges for a missed payment. Returned checks are subject to a \$25 service fee, and the account is considered unpaid until payment is made in full.

Privacy Policy

We WinchesterPC.Com highly values client customer privacy. We will not share personal information outside of the company without consent, unless required by law.

Your signature below acknowledges that you have read and agreed to the above as a customer of the FoxWireless.Net internet service provided by WinchesterPC.Com.

