

## **Alternative Choice Wireless LLC TOS (Terms of Service)**

Alternative Choice Wireless LLC, or ACW, ("COMPANY") agrees to furnish services to the customer ("SUBSCRIBER"), subject to the following TOS (Terms of Service). Use of COMPANY Service constitutes acceptance and agreement to COMPANY's AUP (Acceptable Use Policy) as well as COMPANY's TOS (Terms of Service). All provisions of this contract are subject to the TOS (Terms of Service) of COMPANY and AUP (Acceptable Use Policy) The AUP and TOS may be changed from time to time at the discretion of the COMPANY without direct notification to the SUBSCRIBER. COMPANY will make the TOS and AUP available via it's public website and will mail a printed copy to the SUBSCRIBER upon written request. SUBSCRIBER understands that changes to the AUP by the COMPANY shall not be grounds for early contract termination or nonpayment. This Agreement shall be construed in all respects in accordance with the laws of the state of Florida, county of Polk, City of Winter Haven applicable to contracts enforceable in that state.

### **Disclosure to Law Enforcement**

The AUP specifically prohibits the use of its service for illegal activities. Therefore, SUBSCRIBER agrees that the COMPANY may disclose any and all SUBSCRIBER account information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who provides a legal request without further consent of the SUBSCRIBER. Notification to SUBSCRIBER will be made to the extent possible by law.

### **Controversial Content**

SUBSCRIBER's connection to the Internet is private and as a result COMPANY cannot control the nature of the material that SUBSCRIBER may encounter at some point. The World Wide Web, Usenet, and chat areas, such as IRC, are electronic virtual communities, which do not censor the content delivered and/or communicated through their forums. With the use of Subscriber's account on the Internet, SUBSCRIBER will have access to and will at some time or another be exposed to "Free Speech" that may be found offensive. "Free Speech" may include sexually explicit pictures and/or documents, pro-religious and anti-religious debate, racially offensive speech, and may other possibly graphic and/or offensive documents, pictures, etc. COMPANY expressly disclaims liability for any harm resulting from encountering such or similar material.

U.C.E./U.B.E (as defined in our AUP) is strictly prohibited. COMPANY has a ZERO TOLERANCE policy toward U.C.E./U.B.E. First violations of this policy will result in an "Investigation Fee" of \$100 and Subscriber's account will be reviewed for possible immediate termination. A second violation will result in an "Investigation Fee" up to \$500 and immediate termination of Subscriber's account. To avoid trouble with Subscriber's account, DO NOT send U.C.E./U.B.E. from the account. This includes email, Usenet and access account types. If SUBSCRIBER even suspects that a piece of email that is about sent could be viewed as U.C.E. ask a COMPANY representative first. Such action will not absolve SUBSCRIBER of

responsibility but may prevent problems for SUBSCRIBER by being advised not to send the email.

### **Service Rates**

SUBSCRIBER acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to SUBSCRIBER. SUBSCRIBER is aware that the COMPANY may change the specified rates and charges from time to time. SUBSCRIBER understands that they may cancel their account if the rate changes are found to be unfavorable.

### **Payment Due Date**

Initial payments for services are due at installation date. Recurring payments are due on the 3rd of the calendar month for which the service is billed. All services are billed in advance of the period for which the service is given. Accounts are considered past due on the next business day of the calendar month for which the service is billed.

### **Payment and Fees**

Checks returned for any reason are subject to a \$35.00 returned item charge per occurrence. Credit Card charges will appear on your credit card statement as "ACW". Credit cards that are declined for any reason are subject to a \$10.00 declination fee per occurrence. Accounts not paid within 10 days after the due date are subject to a \$20.00 late fee. Service will be interrupted on accounts that are past due on the 10th day of the calendar month of service. Services which are interrupted for nonpayment are subject to a reconnect charge equal to \$50. Accounts that are not collectable by COMPANY may be turned over to an outside collection agency for collection. If the account is turned over for collection, SUBSCRIBER agrees to pay COMPANY a "Collection Fee" of not less than \$50 nor more than \$150, plus the billed amount. If SUBSCRIBER desires to cancel the account, they must follow the proper procedures to do this as outlined in the Account Cancellation section of the TOS. Failure to pay a charge on the account will not deem the account canceled. If SUBSCRIBER disputes a charge to their credit card issuer that, in COMPANY's sole discretion is valid under the provisions of the TOS and /or AUP, SUBSCRIBER agrees to pay COMPANY an "Administrative Fee" of not less than \$50 and not more than \$150 in addition to the charge made to the credit card initially. If SUBSCRIBER supplies COMPANY with credit card information either through the sign-up form or verbally over the phone SUBSCRIBER agrees to let COMPANY continue to charge the credit card until such time that the account is cancelled as outlined in Account Cancellation section of the TOS.

### **Refunds and Disputes**

All payments to COMPANY are nonrefundable. This includes the one time activation fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 30 days of the time the dispute occurred. To file a dispute send an email to [billing@alt-choice.com](mailto:billing@alt-choice.com) or call 863-324-2455 Option 2. Early cancellation of a service which has been prepaid for any term will not receive a refund. ALL PAYMENTS TO COMPANY ARE NONREFUNDABLE.

## **Failure to Pay**

The COMPANY may temporarily deny service or terminate this Agreement upon the failure of SUBSCRIBER to pay charges when due. Such termination or denial will not relieve SUBSCRIBER of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

## **Account Cancellation**

All requests for canceling accounts must be made in writing and sent to:

Alternative Choice Wireless  
Attn.: Network Department,  
P.O. Box 709  
Winter Haven, Florida 33882

SUBSCRIBER must have all account information to cancel. For further instructions SUBSCRIBER may call (863) 288-0229 and ask for details on canceling an account. Cancellations will be processed on the date the cancellation is received and be effective at the end of the current period for which services have been paid. Any fees for services rendered prior to the date of cancellation will still be due and payable. No refunds will be issued for unused portions of a service which has been paid for due to cancellation. Fee required under SUBSCRIBER's contract may also be enforced. SUBSCRIBER should check his/her contract, and/or call COMPANY for more details of their contract.

## **Support Boundaries and Definitions**

COMPANY, provides basic Internet technical support to subscribers during regular business hours Monday through Friday and on Saturdays. COMPANY limits technical support to their area of expertise. Not all personnel have the same areas or levels of expertise, SUBSCRIBER may be referred to another member of the support team who is not currently available in which case that team member will contact SUBSCRIBER at the team member's earliest availability.

### **The following are COMPANY's guidelines when providing support:**

The computer must be able to operate efficiently enough to connect to the Internet. Help will be provided on the necessary settings for the router and software used to get connected to the Internet. COMPANY will not be able to help configure the router unless it was supplied by COMPANY. COMPANY will provide support for radio equipment supplied by COMPANY. Help resolving hardware and/or software conflicts on the computer will NOT be provided. Help with Spyware and Adware infections will not be supported. Support is for Internet access and programs related to the Internet such FTP, Web Surfing and Email. Telephone support will not

be provided for extraneous services like networking, applications, file and printer sharing or other such services. Support for problems not included in the Internet services may be obtained through COMPANY's onsite consulting services. Ask a COMPANY support team member for details.

### **Breach of Provision**

A waiver by the COMPANY of any breach of any provision of this Agreement by SUBSCRIBER shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. SUBSCRIBER acknowledges that the services provided by COMPANY is of such a nature that service can be interrupted for many reasons other than the negligence of the COMPANY and that damages resulting from any interruption of service are difficult to ascertain. Therefore, SUBSCRIBER agrees that the COMPANY shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the COMPANY. SUBSCRIBER further acknowledges that the COMPANY's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by SUBSCRIBER for services during the period damages occurred. In no event shall the COMPANY be liable for any special or consequential damages, loss or injury. The COMPANY, at its sole discretion may decide whether or not credit is due for any loss of service. All credits issued for service interruptions and/or customer referrals will be issued as store credits and in no way be included in any refund for any reason. SUBSCRIBER shall not transfer or assign this Agreement without the prior written consent of the COMPANY. COMPANY may assign Agreement at anytime without consent from or notice to SUBSCRIBER. COMPANY reserves the right to cancel Subscriber's rights under this contract at any time without further obligation.

### **Notice and Procedure for Making Claims of Copyright Infringement**

Pursuant to 17 U.S.C. § 512, claims of copyright infringement must be submitted to the following designated agent for ACW:

Alternative Choice Wireless  
Attn: Steve Sowards  
P.O. Box 709  
Winter Haven, Florida 33882

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- A reasonably detailed description of the alleged infringing material, or, if multiple copyrighted works are alleged to be infringing, a representative list of such works on this website;

- A reasonably detailed description of where the alleged infringing material is located on this website;
- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Software Export Controls**

Subscribers who choose to access this site from locations outside of the United States and Canada do so on their own initiative and are responsible for compliance with all local and international laws. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported (i) into, or to a national or resident of, Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software available on the ACW Website, Subscribers represent and warrant that they are not located in, under the control of, or a national or resident of any such country or on any such list.

### **Indemnification**

Subscribers agree to defend, indemnify, and hold harmless ACW, its officers, directors, employees, representatives, successors, and assigns from and against all liabilities, damages, claims, causes of action, costs, attorney's fees, and all other costs and expenses, in connection with, arising from, or relating to, their (Subscriber's) breach of this agreement, any tortious conduct performed by or alleged against them, and any other action or omission relating to their use of this site. ACW may, at its sole discretion, choose to participate in the defense or any matter or claim or negotiated settlement. No settlement which may have the potential to adversely affect ACW's rights in any way shall be entered into without ACW's prior written approval.

### **Limitation of Liability**

Access to this website is provided on an "as is" basis. Subscribers agree that ACW, its officers, directors, employees, representatives, successors, and/or assigns, shall not be liable for any damages or indemnity, regardless of the nature or cause of the damages or indemnity, that arise from or relate in any way to their use of, or ACW's provision of the content, information, or other material either contained in this site, any ACW newsletters, or in any externally-linked third

party site. Without limiting the foregoing, ACW shall not be liable for actual, direct, indirect, incidental, punitive, exemplary, special, and/or consequential damages, or for any other cause, loss, action, claim, or damage, including loss of time, or injury to person or property. ACW will not be responsible for damage to customer equipment caused by forces of nature or acts of god, including but not limited to lightning strikes to the receiving equipment.

### **Disclaimer of All Other Warranties**

All products, services, materials, information, and other content on this site, including, without limitation, text, graphics, images, video clips, audio clips, photographs, and external links, are provided on an "as is" basis. ACW makes no representations or warranties of any type, neither express nor implied, as to the operation of the site or the information, materials, content, products, or services contained herein. ACW expressly disclaims all warranties of all types, including, without limitation, implied warranties of merchantability and fitness for a particular purpose. ACW shall not be liable to the Subscriber or any third party for any damages arising out of or related to the access or use of this site, including, but not limited to, actual, direct, indirect, incidental, punitive, exemplary, special, and consequential damages, or for any other cause, loss, action, claim, or damage, including loss of time, or injury to person or property. ACW offers Subscribers email virus filtering as an add-on. This is a service intended to help minimize the possibility of infection to subscriber's computer through email. ACW is not liable if a subscriber's computer does in fact become infected with a virus, whether it was transmitted through email or through other means.

### **Spam**

A single, substantiated complaint of email broadcasting will result in the suspension of the account determined to be responsible for the email. At the discretion of ACW, a Subscriber's account may be reactivated following the customer contact and the Subscriber's agreement to abide by our Abuse Policy. Upon any subsequent offense, the account will be permanently closed. In the event that a Subscriber does not agree to abide by our Abuse Policy, the account will be permanently closed. Be aware that this also applies to accounts, such as web sites, advertised in Spam. For example, if an ACW Subscriber's web site is advertised in spam, even though the customer did not send the spam, the Subscriber has violated this Abuse Policy and will be contacted and/or the account closed as set forth above. In ANY event of abuse ACW reserves the right in its sole discretion to immediately terminate the account. Accounts terminated for abuse issues are not eligible for refunds. Moreover, accounts associated with abuse will be responsible for paying ACW's costs and expenses of identifying, terminating and correcting such abuse. Last updated 7/11/2012.