

# TERMS & CONDITIONS

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## General Definitions & Parties

These terms & conditions (“terms”) as outlined below are entered into by Cardinal Wireless, including affiliated institutions, officers or subsidiaries (“Provider”), and subscribers (“User”) thereof. These terms shall be binding for the duration of the User’s internet service agreement and violation of said terms may result in certain penalties to be defined below.

For questions or concerns regarding these policies, please contact Cardinal Wireless Customer Service at 1-866-434-8968.

## Term of this Agreement

This agreement shall be binding for a minimum period of one (1) calendar year. This one year term will commence upon successful installation of equipment and activation of service. At the end of the initial one year term, service shall continue on a month-to-month basis and can be canceled at any time without penalty. Should the User decide to cancel service prior to the end of the initial one year term, User will be subject to an early termination fee of either \$350 OR the collective sum of the value of the selected package over the remaining months of the contract period, whichever is greater.

## Services, Installation & Equipment

### Services to be Provided & Eligibility

Provider, pursuant to the terms outlined herein, agrees to supply User with the agreed upon Wireless Internet Service Package, according to the provisions and allowances defined for the selected service level. Upon request for service and determination of tentative serviceability (through approximations made using satellite imagery and digital connectivity simulation technology), Provider will schedule and perform extensive site surveys at User’s location(s) to determine serviceability and potential service parameters, including connection speeds and serviceable package levels. If it is determined that the User is adequately serviceable based on the discoveries made during the site survey, a plan will be made to determine optimal installation methods and equipment locations (see Basic Installation and Custom Installation clauses) based on ideal connectivity in conjunction with User preferences (so long as User preferences are deemed feasible and will not interfere with or inhibit services as determined by Provider).

## Service Options

Provider has created four (4) different service packages from which the user can choose: Standard, Stream ONE, Stream TWO, and Stream PRO. All packages include unlimited data and will not be throttled or otherwise restricted based on a certain usage. Each package assures a certain expectation of performance within a reasonable margin for error of plus or minus 25% from the listed speeds. The Standard package is billed at \$49 per month, with estimated expected speeds of up to seven (7) Mbps download and one (1) Mbps upload. The Stream ONE package is billed at \$65 per month with estimated expected speeds of up to ten (10) Mbps download and two (2) Mbps upload. The Stream TWO package is billed at \$80 per month, with estimated expected speeds of up to 25 Mbps download and two (2) Mbps upload. The Stream PRO package is billed at \$109 per month, with estimated expected speeds of up to 40 Mbps download and five (5) Mbps upload. These monthly service costs do not include equipment maintenance or installation fees. For information related to installation, see Basic Installation and Custom Installation sections below. For information related to equipment maintenance, see Ownership & Equipment Provision below.

NOTE: Not all potential users will be eligible for all service packages. Available service levels may vary and depend on connectivity, wireless signal strength, or other factors. Provider will make every effort to ensure User is connected to the package most suitable for the User's unique situation.

## **Performance & Speeds**

Service level specifications, such as download and upload speeds, are estimations and may fluctuate depending a number of factors or circumstances. Connection speed estimations are expressed based on optimal circumstances and are expected to be within a reasonable margin for error of plus or minus 25%. If a User has agreed to and paid for a service level that is later determined to be unachievable, the User may be reduced to a lower service level within their operational range and may be eligible for a credit toward their bill.

## **Quality of Service & Media Consumption**

The Provider assures that all industry accepted, legal means of media consumption (Netflix, Amazon, iTunes, etc.) should function with reasonable performance within the Provider's network. However, there are no performance guarantees made for certain "cord cutter" devices or behaviors that are regarded as in violation of any device's or service's Terms of Service agreements, including but not limited to hacked or modified ("modded") Amazon Fire Sticks, Google Chromecasts, or other media devices running Kodi/XBMC or similar systems intended for use or modified with the intended use as a means of copyright infringement or piracy. The Provider does not support or approve the use of such devices within its network. Any support requests related to the support of such unsupported or unauthorized devices may be subject to a \$55 support fee. Performance issues related to such devices are likely due to the inherently nefarious and/or miscreant nature of the device, its operation or intent with which the device is operated, and not necessarily indicative of performance issues with the Provider's network or service.

## **Basic Installation**

Installation shall be performed according to specifications required for optimal operation of necessary equipment. Basic installation includes exterior mounting and configuration of radio equipment, with wiring to be affixed to the outermost surface of the structure and passing through to the interior through a drilled hole which is sealed with caulk. Interior equipment will be connected to exterior equipment and configured to supply wired and/or wireless networking capabilities. An installation fee of \$200, along with pro-rated charge for first month's service (based on date of installation and activation in relation to billing cycle as defined herein), will be collected upon completion of basic installation. User must remit payment in full prior to activation of service.

## **Custom Installation**

If it is determined by the Provider or its agents that circumstances exist which would make a basic installation impossible, infeasible or ineffective, or should the User request additional accommodations or considerations (including but not limited to additional outdoor equipment, special or specific wiring requirements/preferences or cable management such as in-wall or surface mount wiring, wall plate or surface mounted keystones, etc., or any other accommodations deemed outside the scope of basic installation), custom installation costs will be quoted on a case-by-case basis. This installation cost will be collected, along with pro-rated charge for first month's service (based on date of installation and activation in relation to billing cycle as defined herein), upon completion of custom installation. User must remit payment in full prior to activation of service.

## **Installation Planning**

Installation recommendations and initial planning, including equipment locations, cost estimates, prospective wiring plans and/or scheduling of installation, can be discussed or tentatively established during the site survey, but may be revised or adjusted as needed, pending assessment and approval of affected parties, prior to actual installation.

Any additional accommodations or practices beyond those included and understood as "Basic Installation" must be quoted on a case-by-case basis.

## **Ownership & Equipment Provision**

Provider maintains ownership of all supplied equipment required for service. This includes outdoor equipment such as radios, mounting hardware and cables, and indoor equipment such as routers, security gateways, access points or any other devices supplied by the Provider. This does not include equipment, parts, or hardware seen as permanent installations, such as wall plate keystones, in-wall wiring, or similar.

Internal networking equipment, such as routers, access points, security gateways or other devices issued by Provider are subject to monthly maintenance and rental fees. Provider-supplied equipment maintenance fees are assessed as follows: 1) Basic Managed Router: \$6/month; 2) Advanced Managed Router: \$12/month; or 3) Custom Router or Network Solution: [custom quote]. In the event Provider-supplied rented equipment is damaged or determined

to be faulty, Provider will replace device at no additional cost to User. In the event that a device is deemed intentionally damaged by a User, the User will be responsible for the full retail cost of that device in addition to any service-call fees necessary to reconnect service.

User is granted the right to supply certain equipment, with consent from Provider, assuming User-provided equipment or device is deemed compatible by Provider. User shall also ensure that User-provided equipment does not interfere with equipment supplied by Provider. Provider can make no guarantee or assurance of performance or optimal operation of services for devices provided by the User.

## Equipment Maintenance & Tampering

As a part of the installation and initial setup, Provider will train user on basic operation & expectations for equipment necessary for the facilitation of internet services. This training will include instructions for what to do during an outage and steps to take toward restoring a lost connection (both for in-home equipment, such as WiFi router, and outdoor equipment, such as the on-site radio). **USER IS EXPRESSLY FORBIDDEN FROM HANDLING, TROUBLESHOOTING, TINKERING, OR OTHERWISE TAMPERING WITH ANY EQUIPMENT, EITHER INDOORS OR OUTDOORS, INCLUDING BUT NOT LIMITED TO ANY CABLES OR DEVICES, NOT DIRECTLY COVERED DURING THE TRAINING UNLESS OTHERWISE INSTRUCTED TO DO SO BY A TECHNICIAN OR OFFICIAL REPRESENTATIVE OF CARDINAL WIRELESS. Failure to adhere to these protocols may result, at the sole discretion of the Provider, in additional fees or penalties in order to mitigate, repair or reverse any side effects, harm or damage caused by any tampering as determined by Provider or its agents.**

## Changes to Service

### Service Package Upgrade/Downgrade

User is permitted to request to change their service level to another available package at any time, but will be locked in for a minimum of 90 days before another request can be submitted unless otherwise authorized by the Provider. Approved changes will go into effect within five business days, provided User account is in good standing and is determined to be eligible for requested service level. Provider reserves the right to reject any requested change in service if it is determined that the speeds or specifications of requested package are not achievable based on User location or if the User's account is not in good standing for any reason. If it is determined that a requested change may be possible with the installation of additional equipment or modification of existing equipment or installation, a new site survey can be requested in order to further evaluate the potential for an upgrade. Additional site surveys may be subject to an additional charge of \$55.

### Special Considerations

In the event that circumstances beyond the control of the User or the Provider impact a User's serviceability, the User may notify the Provider and attempts will be made to rectify the situation through new site surveys not subject to additional charges. If it is determined that service can continue with certain modifications or additional equipment, the implementation of these changes may be subject to additional charges to be estimated by the Provider.

Should the User elect to decline additional changes and after reasonable attempts have been made to accommodate continued service, the User will be permitted to cancel the service without being responsible for early termination fees or penalties, aside for charges regarding the return of any Provider-owned equipment. The User will be responsible, however, for any outstanding balances, including fees or penalties not related to the approved early termination such as those assessed due to failure to return Provider-supplied equipment, charges stemming from previous incidents (delinquency, reconnect fees, special site surveys, etc), or charges for services successfully rendered prior to the change in service availability.

## **Change in Address**

A change in residence does not exempt the User from the terms of this agreement. Should a User move to a new residence or location within the coverage area of the Provider, equipment and service can be transferred to the new location, but a new installation fee of at least \$200 will be required. In the event a User moves to a new residence outside Provider's serviceable area, the User may request a special release from obligation which will be considered and deliberated by the Provider. The Provider reserves the right, at its sole discretion, to approve or deny the request for exemption, or offer other considerations of its choosing. Furthermore, existing accounts are considered non-transferrable (see below). If the occupant of a particular residence leaves and is replaced by a new occupant, the original occupant is still responsible for any charges or fees applicable to their original agreement, while the new occupant, if interested in obtaining service from Provider, will be expected to sign up for a new account with a new one year term. If proper accommodations are made and agreed upon by all parties, it may be possible, but not required, to waive certain fees associated with installation, initial setup, or equipment removal or return. These accommodations must be initiated by the original occupant in cooperation with the new occupant, and authorized and approved by Provider.

## **Account Transfers, Exceptions, Exemptions**

Existing accounts are to be considered non-transferable, except in limited and specific circumstances coordinated with and approved by the Provider. Circumstances in which the Provider might grant (but will not be *required* to grant) an account transfer from one party to another might include the sale of a property and continuation of service by new owner(s), death of the User, inheritance, or others as deemed appropriate by Provider. It is the responsibility of the original User to coordinate, facilitate, and negotiate the terms with both the Provider and prospective new User *as early in the process as is possible* in order to ensure both a smooth transfer of the account and service, as well as prevent incurrence of additional fees or penalties. Fees or penalties already levied against the original User for any reason will remain the responsibility of the original user unless the User is able to negotiate an alternative arrangement with both the new User and Provider.

In the event of a User's house or property being listed for sale, User is still responsible for ongoing charges related to the monthly subscription during the initial one-year term, paying any early termination fees, and/or facilitating the return of Provider-owned equipment. User can request a temporary suspension of service in lieu of a full termination and return of equipment to be deliberated and approved or denied at the sole discretion of the Provider. If a temporary suspension of service is granted during the initial one-year contract term, the

contract will be put on hold until such a time as the service is reactivated, either by the original User or by a new User in the event of an approved account transfer (see above), after which the contract term will resume and continue for the months remaining on the initial contract term. If a temporary suspension of service is granted *after* the initial one-year contract term, the suspension will be considered an extension of the allotted 45-day window for return of Provider-owned equipment. Temporary suspensions will be granted on a three month term; additional three month terms can be requested by the User, but will be granted or denied at the sole discretion of the Provider. A reconnect fee of \$25 will be required to end a temporary suspension and resume service. A temporary suspension *does not* reduce or otherwise limit any early termination fees resulting from ending service prior to completing the initial one-year term as being granted a temporary suspension during the initial one-year term is considered a hold, and any time passing during a temporary suspension will be added to the end of the initial one-year term. **Example: a User signs up for service in January of 2018, then requests and is granted a temporary suspension of service in June; at the end of the temporary suspension term of three months, the User chooses to resume service in September of 2018. The initial one-year term will be extended an additional three months and remain in effect until April of 2019 (instead of ending in January 2019). Should the user decide to terminate the service, the early termination fee will be calculated based on the adjusted end-date of April 2019 and not the original date of January 2019.**

## Account Standing, Payments, Changing Service

### Billing Cycle & Failure to Pay

Billing cycle begins on the first day of every month and runs until the end of that month. Payments must be received by the 15th in order for User account to remain in good standing. Auto-pay payments with credit card will be processed within the first five days of the beginning of the billing cycle. If a payment is declined or unable to be processed, the User will be notified via email and further attempts to process payment will be made over the following three days. If after three days the payment has not been successfully processed, it is the responsibility of the User to make arrangements to remit payment or risk falling into delinquency.

### Disconnection Due to Delinquency, Negligence, or Other Causes

Delinquent accounts will be disconnected from service after 30 days and may be subject to any applicable early termination and equipment fees as outlined in this agreement. A reconnect fee in the amount of \$25 will be required in order for service to be reactivated. All outstanding fees, penalties, and balances must be paid in full in order for an account to be regarded as in good standing.

In the event of disconnected or terminated service, Provider cannot be held liable for any repercussions thereof, including, but not limited to loss or perceived loss of business, inability to make other payments or commitments, or loss or perceived loss of access to any associated services or devices.

In the event service is terminated due to failure to remit payment and attempts to collect applicable fees and/or penalties are unsuccessful, these fees and/or penalties may be transferred to a collections agency at the sole discretion of the Provider.

## Returning Provider-Owned Equipment

If service is terminated for any reason, it is the responsibility of the User to return any provider-supplied equipment to provider, either through shipping (with adequate package insurance coverage up to \$1000 in value as determined by provider) or, if so allowed by provider, personal delivery to a provider-approved location. Equipment can be shipped to:

Cardinal Wireless  
101 Springfield Ave. Ste. 2  
Anna, IL 62906

If user fails to return equipment within 45 days of termination of service, user will be charged a minimum of \$400 in equipment fees. In cases of custom or specialty equipment, these equipment fees will be determined on a case-by-case basis and the user will be notified upon request for termination. In certain circumstances, User may request special accommodations or assistance with equipment removal. Provider will provide User with estimated cost quotes on a case-by-case basis, and reserves the right to deny the request at its sole discretion. (NOTE: equipment return/removal fees are in addition to any fees or penalties incurred through early termination of agreement or resulting from negligence or delinquency and applies solely to the equipment supplied by provider, regardless of account status.)

## Authorization & Indemnification

Prior to entering into an agreement with Provider that will require modifications to a structure or residence, User must provide verification of authority to grant permission for necessary modifications. Provider assumes no liability for any modifications for which the User was not explicitly authorized to approve and will not be held responsible for any charges, legal or otherwise, stemming from information provided by the User that is found to be falsified, misrepresented, or misconstrued.

It is permitted under the terms of this agreement for a landlord to provide service for tenants, either with or without charge or reimbursement. Unless otherwise permitted, by evidence of express written consent, by the Provider, it is expected that individual units within a multi-family structure be connected via separate service agreements. Attempts to do otherwise, without the knowledge and consent of the Provider, may result in termination of service and applicability of any subsequent fees or penalties.

It is not permitted under any circumstances to resell, redistribute, rebroadcast, or otherwise share service with other Users. Doing so will result in immediate termination of service and the assessment of any and all applicable fees and penalties based on early termination stipulations, as well as additional charges in the amount of \$65 for each additional unauthorized or fraudulently connected user and any applicable legal charges or obligations.

## Provider Rights

## Special Service Agreements

In certain circumstances, Provider, at its sole discretion, reserves the right to offer discounted or complimentary service to a specific User or group of Users for any reason, including, but not limited to, access or usage of a User's property or structure(s) as a means of expanding or improving a serviceable area. These agreements are offered with exclusivity only in specific situations where it is deemed to be appropriate by the Provider and agreed upon by the property owner.

## Assurances & Accountability

The Provider assures that all services, equipment, constructions, leases, agreements and all other facets of operation are rendered or maintained in accordance with all applicable laws, local, state and federal. It is the duty of the Provider to maintain compliance with all local, state and federal laws and regulations, including laws and regulations relating to User privacy and activity. Accordingly, Users found to be using the provided service for illegal activities of any kind will be held accountable according to applicable laws and regulations as deemed suitable by the respective authorities, and may also be subjected to termination of service and/or assessment of additional fees. Furthermore, it is the responsibility of the Provider to levy a fee should the Provider be notified of a User's violation of established piracy or copyright infringement. This fee will be in the amount \$25 and may be multiplied in instances of repeat or multiple offenses. It is the policy of the Provider to disconnect User's service until all levied fines have been paid in full and any legal restrictions (such as any court order or other judicial decisions or actions) have been satisfied.

It is the right of the Provider to terminate without warning the service of any User found to be in violation of these terms & conditions or otherwise found to be misusing the provided service or equipment, and to levy any applicable fees or penalties described herein. It is the right of the User to cancel the service at any time, however cancellation may incur additional charges or fees, dependent upon the status of the User's account and the term of the agreement as outlined above.

## Revisions:

8/29/17 – added printer friendly version (online only)

11/15/17 – adjusted performance estimate

12/1/17 – corrected performance estimate

1/4/18 – added clause about equipment tampering

4/3/18 – added additional information regarding sale of property & account transfers



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