



416 S. Main
Scott City, KS 67871
620.872.0006 or 1.866.872.0006
Fax: 620.872.8799

Customer Agreement

This Wheatland Broadband Customer Agreement (“Agreement”) is entered into between Wheatland Electric Cooperative, dba Wheatland Broadband Services (“WBS”), having an office at 416 S. Main St, Scott City, Kansas 67871, and the customer designated on the Installation Work Order (“you”).

By acceptance of the Service, the parties agree to the Following:

1. Installation & Service.

- a. You hereby authorize WBS and/or its authorized contractors to install a antenna, radio-modem, software, wiring and other equipment (the “Equipment”) at your home (the “Premise”) necessary to provide Broadband Service (the “Services”).
- b. Any custom installation work that you request, including placing cable under carpet, through cabinets, through interior walls or inside molding, may require an additional charge.
- c. WBS will not be liable for any alterations to the Premises that result from the installation or removal of the equipment, including, but not limited to, holes in walls, cable wiring, or antenna mounting brackets.
- d. You warrant that you are at least 18 years of age and that you own the Premises, or have received permission from the owner of the Premises to make any changes to the Premises needed to install the Equipment and receive the Services. Additionally, it is your obligation to confirm that the placement of the antenna on the Premises is not in violation of any restrictive covenants, conditions, or homeowners restrictions.
- e. You agree to allow WBS or its subcontractor’s access to the Premises to perform installation, repair, or maintenance services in support of the Equipment.
- f. WBS may revise, modify, or discontinue any or all parts of the services, including but not limited to service and equipment prices, any applicable tariffs, and any terms of this agreement.
- g. Notice to you of any revisions or modifications will consist of updating the terms on the Wheatland Broadband Website.
- h. WBS assumes no responsibility or liability for interruption of the services.

2. Payment Terms.

- a. WBS will provide the Services to you subject to this agreement. You agree to pay for the services when due by cash, a valid personal check, automatic withdrawal from a valid bank account, or credit/debit card.
- b. You authorize WBS to perform a credit check prior to providing the Equipment or the Services. A deposit may be required before providing the Equipment and Services.
- c. If you fail to pay all valid charges for the services when due, WBS may charge you interest on those charges.
- d. If you fail to pay any amounts owing to WBS by the date printed on each billing, WBS will have the absolute right to disconnect the Services without notice. Upon disconnect, you agree to immediately pay all amounts owing to WBS including, but not limited to, a reconnect fee.
- e. You allow WBS to transfer any balance which may remain on any account(s) billed to you for WBS service that remain unpaid to any other account that is billed to you or may be billed to you in the future.

3. Term & Termination.

- a. The service is provided on a month-by-month basis with a minimum service period of 1 month or as designated on the installation work order.
- b. Service disconnects before three (3) months of service will not be eligible for prorating from the date service of termination.
- c. Equipment installed on your premises shall remain the property of WBS except for equipment invoiced for and paid for by you

- d. WBS reserves the right to remove WBS owned equipment upon termination of service or to invoice you for said equipment if said equipment is not returned or removed by WBS personnel.
- e. WBS will credit for invoiced equipment owned by WBS if returned within six(6)months of termination of service.

4. Internet Access.

- a. You access the materials on the Internet at your own risk.
- b. WBS may deny you access to all or part of the Services without notice if you breach this Agreement.
- c. WBS will assign you a private or public Internet Protocol Address ("IP Address") which is not portable.

5. Limitation of Liability and Indemnification.

- a. Neither WBS nor its subcontractors will be liable for any loss of data or damage to hardware that occurs during installation of or any service performed on your computer in support of Wheatland Broadband Services. You agree that it is your responsibility to completely backup your computer prior to installation. You further agree that WBS and/or its subcontractors are not responsible for any problems with your computer following the installation of or any subsequent service performed on your computer in support of Wheatland Broadband Services.
- b. Your exclusive remedy for any and all losses resulting from the installation of equipment and your use of the services including WBS or its subcontractor's negligence, will be limited to fees paid to WBS up to the time the damage is discovered.
- c. The services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non infringement or implied warranties of merchantability or fitness for a particular purpose. Neither WBS nor its affiliates warrant that the services will be uninterrupted or error free or that any information, software, or other material accessible on the services are free of viruses or other harmful components.
- d. WBS, its affiliates and its subcontractors will not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages of any nature, including personal injuries, property damage or loss of business, that result in any way from your use of or inability to use the services or to access the internet or any part thereof, or your reliance on or use of offers, claims, representations, promotions and transactions, information, services merchandise provided on or through the internet or the services or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission or any failure of performance.
- e. You agree to indemnify, defend and hold WBS, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the Equipment and/or the Services by you or an authorized user of your account including the placement or transmission of any message, information, software, or other materials on the Internet.
- f. These limitations on liability and indemnification provisions inure to the benefit of and apply to WBS parent, subsidiary and affiliated companies; any successor to WBS business by way of merger, purchase of assets or operation of law; and any subcontractors performing work on behalf of WBS.