

# Customer Agreement Policy

The following guidelines, policies and restrictions include all Lakeland Communications and Airstreamcomm.net companies and subsidiaries which include but is not limited to the following: Lakeland Communications, Lakeland Telecom, Inc., Luck Telephone Company, Milltown Telephone Company, Airstreamcomm.net.

## **ACCOUNT ACTIVATION**

Individuals applying for CABLE INTERNET service must be at least 18 years of age and applying for service in his or her name. Unless the customer requests a specific activation date, all accounts will be activated per Lakeland's schedule. Billing for the account starts on the activation date. The initial activation charge does not include any wiring, jacks, labor, Ethernet cards or miscellaneous equipment. Any technical assistance at the customer premise after the initial activation is subject to regular Lakeland Communication's tariffed charges.

## **SERVICE AVAILABILITY**

Lakeland provides service 24/7, but the service is provided "as is". Lakeland services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Advance notification of any such interruption of service may not be provided. In case of an unexpected outage, Lakeland will work to correct the problem as soon as possible. In no event, will Lakeland be responsible or liable for damages or loss of profits due to use or the inability to use Lakeland's services. I agree that any outage of the system will only be refunded if that outage is for a period of more than 24 consecutive hours. The refund would be calculated on a percentage of the monthly package fee for the number of days out of service. Certain Internet content may contain language or pictures which some individuals may find offensive, inflammatory or of an adult nature. Lakeland does not endorse such materials and disclaims any and all liability for their content.

## **ACCOUNT DISCONNECTS AND PAYMENT INFORMATION**

Permanent Disconnects are performed when requested by the customer. Once a permanent disconnect is performed the account will not be reactivated. If the customer wants service at a later date, a new account will be established, and the set-up charge will apply. NOTE: Previous usernames may not be available. Payment of service is due the 15<sup>th</sup> of each month. The service is billed one month in advance. Non-payment of service will result in the disconnection of service.

## **POLICIES**

**Acceptable Use:** You may use your account for communications, research, public relations, education, and entertainment. This statement describes certain uses, which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to respect the culture and civility of communications and discourse on or through the Internet. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network resources.

### ***Ethical Guidelines***

We expect you to:

- ◆ Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet.
- ◆ Respect the ownership of information including copyright and license agreements
- ◆ Be courteous in your use of the Internet and network resources

### ***Legal Issues***

You may NOT use your account:

- ◆ For any purpose which violates US federal or State Laws
- ◆ To interfere with or disrupt network users, services or equipment including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computational, information, or communications devices or resources. It is illegal to attempt to access the computer systems of individuals or organizations without authorization. Such attempts are subject to service termination and prosecution. Such behavior is not condoned by Lakeland. Individuals are encouraged to utilize hardware/software security measures as appropriate.
- ◆ To transmit threatening, obscene, or harassing materials
- ◆ It is prohibited to resell any of Lakeland bandwidth without exception as a Gaming, Web or email server behind our connection.

### ***Network Integrity of Efficiency***

You may NOT use your account:

- ◆ In a manner that precludes or significantly hampers its use by others
- ◆ To send messages likely to result in the loss of recipients' work or systems
- ◆ To intentionally develop programs that harasses other users or infiltrates a computer or computing system and/or damage or alter the software components of a computer or computing system

## **AT THE SOLE DISCRETION OF LAKELAND, VIOLATIONS OF ANY OF THE ABOVE REGULATIONS/POLICIES MAY RESULT IN TERMINATION OF SERVICE.**

I agree to hold Airstreamcomm.net, Lakeland Communications, Luck Telephone Company, Milltown Telephone Company, Lakeland Telecom, it's officers, agents and any of its members harmless from any liability arising from direct, special, indirect, or consequential damages including but not limited to any lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of Lakeland Communications, Luck Telephone Company, Milltown Telephone Company, Lakeland Telecom, Airstreamcomm.net access or Lakeland Communications, Luck Telephone Company, Milltown Telephone Company, Lakeland Telecom facilities.

**My signature constitutes my agreement.** This agreement is subject to change at any time. Continued use after such notification will represent your acceptance of any changes.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

On Behalf of \_\_\_\_\_

*(Name of Company or Business if Applicable)*

8/08lh



# Cable Internet Agreement

Milltown Office: 825 Innovation Ave. Milltown, WI

Luck Office: 28 1<sup>st</sup> Ave W. Luck, WI

(715) 825-2171 OR (715) 472-2101

Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_ City \_\_\_\_\_

Local Phone Number \_\_\_\_\_ Contact Number \_\_\_\_\_

Current Lakeland Username \_\_\_\_\_

Requested Email if you do not have an existing one \_\_\_\_\_ @lakeland.ws  
(3-16 Characters: alpha/numeric)

Additional Email Addresses (if needed): \_\_\_\_\_

Do you have a NIC/Ethernet card? Required for connection to our Modem Yes \_\_\_\_\_ No \_\_\_\_\_

Do you have multiple computers? Yes \_\_\_\_\_ No \_\_\_\_\_ Are you interested in Wireless Capabilities? Yes \_\_\_\_\_ No \_\_\_\_\_

Operating System: Windows: 98 \_\_\_\_\_ NT \_\_\_\_\_ ME \_\_\_\_\_ 2000 \_\_\_\_\_ XP \_\_\_\_\_ VISTA \_\_\_\_\_ Macintosh \_\_\_\_\_

If you do not have Windows XP Operating System or above or a router capable of PPPOE; we recommend you purchase a router from us or provide your own PPPOE (Username/Password) Client. Router Purchase \$65.00 \_\_\_\_\_

Package Name	Max Download	Max Upload	Email Address	Web Space	Monthly Fee	Monthly Fee with Cable TV
Express	1Meg	512K	5	1Mb	\$39.99	\$29.99
Express Plus	2Meg	512K	10	5Mb	\$49.99	\$39.99
Extreme	3Meg	512K	10	10Mb	\$59.99	\$49.99
Extreme Plus	4Meg	512K	10	10Mb	\$99.99	\$89.99
Cable Internet, CATV & Phone	3Meg	512K	10	10Mb	<b>Monthly Fee: \$100.99</b>	

**SPAM & Virus Protection – “Junk Mail Manager” is included with all Plans**

**“SecureIt” offered – Fully Automated Computer Protection Service – Please ask Service Representative**

**Additional Upload Speed can be purchased at \$9.99 per 1 Meg. (2.5 max) Yes \_\_\_\_\_ Qty \_\_\_\_\_**

**Activation of Service Fee: \$49.99 Includes programming modem, activation at Ped and signal to NID.**

**Please indicate your choice of the following:**

**Modem Purchase (Recommended): \$74.99 \_\_\_\_\_**

*If a service call is required after activation of working service, a service call charge along with labor and materials will be charged if the problem is determined to be the customers.*

**Lease Modem: \$9.99 per month \_\_\_\_\_**

*If modem is leased and service is disconnected, the modem with original packaging and equipment must be returned within 30 days. If returned equipment is damaged or inoperable there will be a replacement fee of \$100 due immediately. If a service call is requested with a leased modem and the problem is determined to be the customers, fees and labor will be charged*

**Home Visit/Consultation – Any consultation time will be billed a \$50.00 service call plus \$60.00 per hour labor and materials. I understand these charges: Initial \_\_\_\_\_ Date \_\_\_\_\_**

*Also, if a service call is required after activation of working service, a service call charge along with labor and materials will be charge if the problem is determined to be the customers.*

**The package fee is billed one month in advance. Modem, activation, package fee and any labor may be due before service is installed. Speeds listed are not guaranteed. We highly recommend that the customer use a Surge Protector on all electronic devices to protect against power surges and lightning. Under no circumstance will Lakeland be able to warranty a device (such as a modem, router etc.) that has been hit by lightning. You may be able to pursue coverage of the device with the manufacturer of the Surge Protection that you were using at the time the damage occurred. A \$35.00 Setup Charge will be charged if service speed is downgraded.**

**Plan Chosen: EXPRESS \_\_\_\_\_ EXPRESS PLUS \_\_\_\_\_ EXTREME \_\_\_\_\_ EXTREME PLUS \_\_\_\_\_ BUNDLE \_\_\_\_\_**

**We currently have Cable TV: Yes \_\_\_\_\_ No \_\_\_\_\_ We would like to subscribe to Cable TV: Yes \_\_\_\_\_ No \_\_\_\_\_**

**I have read and understand all of the above:**

**Signed \_\_\_\_\_ Date \_\_\_\_\_**

Office Use Only: Date Installed _____	MAC Address _____	Modem Model _____
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