



MI-FIBER SERVICE AGREEMENT – RESIDENTIAL

THIS SERVICE AGREEMENT (“Agreement”), is made by and between mi-fiber, LLC of Princeton, Mercer County, Missouri (hereinafter referred to as "mi-fiber") and "Customer" hereinafter identified. Witnesseth: 1. mi-fiber hereby agrees to provide mi-fiber Broadband Internet Service (hereinafter "Service") to Customer upon the terms and provisions hereinafter provided. 2. Customer hereby selects the desired Internet service/price per month. Selection is indicated by the customer’s initials and date.

Customer Billing Name _____ Social Security Number _____ Date of Birth _____

Cell Phone _____ Home Phone _____ Alternate Email _____

Address _____ City _____ State _____ Zip _____

Other individuals authorized to make changes to your account and ask questions about billing _____

1. Customer hereby agrees to pay the monthly rate to mi-fiber for the service, for a minimum term of **1 year**, beginning on the service installation date. Said monthly rate is for service as indicated by customer’s electronic signature, billed on the first of each month, and due and payable on the 21st day of each month. In addition to providing service, mi-fiber will lease to Customer all equipment necessary to receive and utilize mi-fiber’s service.

2. In the event Customer disconnects from mi-fiber or terminates this Agreement before the expiration of the minimum term set forth in Paragraph 1 above, the Customer hereby agrees to pay to mi-fiber all monthly charges associated with the service months remaining on the 1 year term of this Agreement. After the completion of the minimum term, Customer may terminate service by giving notice to mi-fiber. Customer must return the modem and any other mi-fiber owned equipment in working order, or shall be billed for the equipment costs.

3. A non-recurring installation fee of \$100 will apply. If the Customer moves the mi-fiber service to another house or business located in the mi-fiber service area, a new installation charge may apply. Customer is advised to contact mi-fiber prior to said move in order to make arrangements to enable a coordinated and timely move of services. **Access to Service Premises** – mi-fiber may enter into, upon and over Customer service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove facilities and equipment used to provide service. To the extent the same is consistent with Customer’s ownership of the premises, Customer grants mi-fiber an easement to construct, install, maintain and/or replace a service drop and other service facilities and a license to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide service. In the event Customer is not the owner of the premises upon which installation is requested, Customer warrants to mi-fiber that Customer has obtained the consent of the owner of the premises for mi-fiber to install and maintain its facilities and equipment as contemplated herein.

4. Equipment placed by mi-fiber is required for the utilization and optimal performance of the mi-fiber Broadband Internet Service. As such, Customer agrees to pay a router equipment lease fee of \$9.95 per month. The router equipment lease fee includes an equipment replacement guarantee should such equipment fail (excepting those circumstances outlined in paragraph 5 below). Alternatively, Customer has the option to select mi-fiber’s Constant Connect Managed Wi-Fi Service for \$14.95 per month plus \$7.50 per month for each additional access point that is required. Constant Connect includes the monthly equipment lease necessary to optimally access and utilize mi-fiber’s service, and provides 24/7 concierge hotline support, 24 hour in-home Wi-Fi monitoring, no-cost issue resolution, worry-free equipment replacement guarantee and full coverage Wi-Fi signal guarantee. Labor for completion of on-site maintenance and repair will typically be performed during normal business hours. If Customer *does not* subscribe to mi-fiber’s Constant Connect Managed Wi-Fi Service, Customer assumes responsibility of maintaining their Wi-Fi service beyond the reach of the main Wi-Fi router and if on-site

assistance is required from mi-fiber, work will be performed during normal business hours and Customer will be charged for time and material used, plus a trip charge for Wi-Fi service beyond the reach of the main Wi-Fi router.

5. In no event shall mi-fiber be liable for any direct, indirect, incidental, or consequential damages resulting from any defect in the hardware or the loss or interruption of service, even if mi-fiber has been advised of the possibility of such damages. Other damages for which mi-fiber shall not be liable include loss or interruption of service, hardware that has been subjected to physical abuse or used with defective or non-compatible equipment, or where damage occurs due to acts of God, or other causes beyond mi-fiber's control, including but not limited to lightning or other forms of power fluctuations. Fiber optic services require backup battery power to continue functioning during a power outage. To avoid a disruption of service during an outage, mi-fiber offers the option of purchasing backup power supplies.

6. In the event of default of payment of amounts due by Customer to mi-fiber, mi-fiber may suspend or terminate service at any time thereafter, including during the minimum term provided for in Paragraph 1 above, upon THREE (3) days written notice via email to Customer at the primary mi-fiber email address as designated below. Customer agrees to pay a \$10.00 Late Fee each month a payment is delinquent and a \$30.00 Reconnect Fee to restore service if Customer's Internet service has been temporarily suspended for nonpayment of amounts due. mi-fiber may charge Customer an insufficient funds or returned check charge in the amount of the bank's charge (i.e. a pass through) plus a \$25.00 administrative fee if customer's check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. mi-fiber's acceptance of late or partial payment and late payment charges will not constitute waiver of any of mi-fiber's rights to collect the full amount due.

7. Should Customer fail or refuse to carry out the terms of this Agreement, or to pay all charges as specified including all taxes, fees, and surcharges by the due date on the invoice, this Agreement may be terminated by mi-fiber and mi-fiber may initiate legal proceeding to enforce this Agreement, including collection of amounts owed. Customer shall pay any and all costs and expenses, including reasonable attorney's fees incurred by mi-fiber in the enforcement of this Agreement and the collection of amounts owed. Interest on unpaid amounts shall accrue from the date owed at the rate of up to 1.5% per month (18% per year). Customer waives any requirement for Notice and Demand of unpaid amounts owed.

8. Customer elects the following Internet Service and Equipment Lease Option as designated by Customer below. (Please initial and date your preference next to mi-fiber's service options as set forth below.)

Customer Initial and Date	Internet Service	Download and Upload Speeds Up To	Monthly Rate
	mi-fiber 75	75 mbps	\$59.95
	mi-fiber 200	200 mbps	\$69.95
	mi-fiber 500	500 mbps	\$79.95
	mi-fiber 1000	1,000 mbps (1 Gig!)	\$99.95

Customer Initial and Date	Modem Lease Option (one of the following two is required)
	Gigabit Enabled Router Rental Fee \$9.95/month
	Constant Connect Managed Wi-Fi Service \$14.95/month plus \$7.50 per month for each additional access point that is needed

9. In conjunction with the provision of this service, mi-fiber shall refrain from imposing any specific data caps on Customer's usage. Nevertheless, in order to insure Customer uses mi-fiber's service in a reasonable manner, should Customer's usage exceed the average usage within the Customer's Service Tier by five times (5X) or more, for two (2) consecutive billing months (excessive usage), mi-fiber shall reserve the right to upgrade Customer to the next higher speed tier upon appropriate notice. For Customers subscribing to mi-fiber's Gigabit service, mi-fiber shall reserve the right to upgrade Customer to an appropriate commercial plan.

mi-fiber shall notify the Customer prior to moving Customer to the next Service Tier or imposing additional fees, should the Customer's usage be identified as excessive.

10. Customer may upgrade to a higher speed with no penalty during the term of the Agreement. Customers who receive a promotion based on a certain subscription speed and elect to downgrade to a lower speed during the term of the Agreement will be charged the value of the promotion (i.e., the cost of free months of service, monthly discount, etc. that was tied to the speed tier elected in this Agreement).

11. Service terms outlined above are subject to change based on 30 days advance notice to Customer. Service terms may also be found on mi-fiber's website at: www.mi-fiber.net.

I have read, understand, and agree to the Terms and Conditions as stated in the mi-fiber Service Agreement, and I acknowledge receipt of an electronic copy thereof. I have read, understand, and agree to abide by the terms as stated in the mi-fiber Acceptable Use Policy, Privacy Policy, and Terms of Service and I acknowledge receipt of electronic copies thereof. I acknowledge these four documents represent the entirety of the terms agreed to between the parties, with the exception of any promotional pricing in place at the time of the agreement. Speeds may vary depending on equipment and connection, and while all service speed descriptions shall be principally reflective of the speeds received by Customer, such speeds reflect an "up to" level of speed performance relative to those specified in the Customer's subscribed to Service Tier.

Customer Signature: _____ **Date:** _____

Computer Requirements	
<p>For Windows Computers: Desktop or laptop/notebook Windows Vista or higher Intel Pentium Class Processor with minimum speed of 533MHz 512 MB RAM minimum with 1GB or more recommended 50 MB free hard drive disk space Ethernet Network Interface Card or Wireless Card (wireless card requires wireless capable modem) (ethernet or wireless card capable of 1gbps required to utilize gigabit speeds) One of the following browsers: Internet Explorer 6.0+, Safari 2.0+ FireFox 2.0+, Chrome 2.0+</p>	<p>For Macintosh: Desktop or laptop/notebook Mac OS X v.10.2 or higher G3 or greater processor 512 MB RAM minimum with 1GB or more recommended 50MB free hard disk space MacTCP 2.0.6 or Open Transport 1.1 Installed and Enabled Ethernet Network Interface Card or Wireless Card (wireless card requires wireless capable modem) (ethernet or wireless card capable of 1gbps required to utilize gigabit speeds) One of the following browsers: Safari 2.0+, FireFox 2.0+</p>

mi-fiber Internet Access includes 1 primary Email account and up to 4 secondary Email accounts.

*If more than 5 mi-fiber Email accounts are needed, additional mi-fiber Email accounts may be purchased for \$3.00/month.

Usernames must start with a letter and contain 3 -15 characters (letters, numbers & underscore)

Passwords must contain 8-20 characters (combination of numbers, letters and the following symbols @#&_{}[].?+\$), at least one uppercase letter, one lowercase letter, one digit and cannot contain the username.

Security Password (mother's maiden name) is needed for verification of user when calling Tech Support.

Account Designation	Username	Password	Security Password
Primary Email			
Secondary Email 1			
Secondary Email 2			
Secondary Email 3			
Secondary Email 4			

mi-fiber Automatic Payment Authorization

I hereby authorize the amount of my mi-fiber bill to be paid by automatic deduction each month.

Please pay my bill using one of the following:

***Bank Deduction**

***Bank payments will be deducted from customer bank accounts on or around the 10th of each month (date may vary slightly due to holidays and weekends). Your Customer Service Representative will let you know what month your ACH will begin, depending on the date that this form is completed.**

Bank Name _____


City _____

Account Number _____

(Please attach a voided check to this form)

****Credit or Debit Card Payment**

****Credit card payments will process on or around the 15th of each month (date may vary slightly due to holidays and weekends). Your Customer Service Representative will let you know what month your credit card payment will begin, depending on the date that this form is completed.**

 Discover Card Number _____

 Visa Card Number _____

 MasterCard Number _____

Expiration Date _____ CVS number _____ (3-digit number on the back of the card)

Name printed on card _____

Customer Credit Card Billing Address _____

I prefer to pay my bill monthly by mailing a check.

Signature _____ Date _____