

# Terms of Service

Effective Date: July 1, 2017

Welcome to Back 40 Wireless, a wireless Internet service ("Service") operated by Back 40 Wireless, Inc. ("Back 40 Wireless" or "we" or "us"). Please read carefully the following terms and conditions (this "Agreement") that govern your use of our Service.

We may modify this agreement from time to time. When changes are made, we will make the revised version available on this website ( [www.back40wireless.com](http://www.back40wireless.com)) and will indicate at the top of this page the date that revisions were last made. Your use of the service after such posting will constitute acceptance by you of such changes.

## Privacy Policy

Please review our Privacy Policy and make sure that you understand and consent to it.

## Our Service

Our Service enables our customers to access the Internet through our wireless network and fiber internet backbone.

We will strive to keep your speeds at the advertised speeds you purchased throughout most of your daily use. We do not control speeds beyond our fiber internet backbone, which are affected by several factors beyond our control.

We may interrupt those speeds if necessary for equipment upgrades and network maintenance, and we will do our best to inform you of any such interruptions ahead of time.

## Equipment

Customer Premise Equipment (radio/antenna)

## Installation and Maintenance

You authorize Back 40 Wireless, and its employees, agents, contractors, and authorized representatives to enter your premises in order to install, maintain, inspect, repair and remove the required equipment.

You represent and warrant to Back 40 Wireless that you have full authority, without obtaining approval of any other person, to enter into this Agreement and to permit Back 40 Wireless to enter the premises in order to install, maintain, inspect, repair and remove the required equipment. If you are not the owner of the premises, upon our request, you will provide us with the owner's name and address, evidence that you are authorized to grant us access to the premises on the owner's behalf, and, if requested, written consent from the owner of the premises.

You will not remove our equipment from the premises, modify the equipment in any way, or connect the equipment to any outlet other than the outlet to which the equipment was initially connected to by our technician.

For service visits that require access to the exterior or roof of the premises, we will provide you advance notice of when the maintenance will take place. For service visits that require access to the interior of the premises, we will make reasonable efforts to coordinate with you a time as soon as practicable for the maintenance to take place.

## Support

Back 40 Wireless provides support for the Service during normal business hours by telephone and/or email at:

(507)-847-1001 or [helpdesk@back40wireless.com](mailto:helpdesk@back40wireless.com)

## Fees and Billing

For our Service, we charge a non-refundable monthly fee (Please refer to website for package pricing), which includes all applicable fees and taxes. We reserve the right to change our prices. If we do so, we will notify customers in advance in order to allow you an opportunity to cancel your account before we apply those changes. The service fee is non-refundable unless we terminate Service without cause, in which case we will refund to you a prorated amount of the fees for the period of time during which the Service was not provided.

We accept major credit cards for payment, and customer warrants that the payment method information provided to us is valid and that it is either in customer's name or in the name of an individual who has authorized customer to use it for our service. Customer's payment method will be charged on the first day of each calendar month for service that month and, unless the customer terminates our service beforehand, we will continue to automatically charge that payment method on the first day of each subsequent calendar month. Customers may update their payment method information by contacting us at [helpdesk@back40wireless.com](mailto:helpdesk@back40wireless.com). If payment is not authorized and customer's account remains unpaid for 60 days, we will terminate our service immediately.

## Cancellation and Termination

You may cancel the Service at any time and for any reason by notifying us at 507-847-1001. We may suspend or cancel the Service to you at any time if we suspect or determine, in our sole discretion, that you have violated any provisions of this Agreement. We also reserve the right to unilaterally terminate or suspend Service to you at any time and without providing a reason.

## Equipment Removal

After cancellation of Service, Back 40 Wireless may request to remove and/or recollect the Equipment. You agree to make reasonable effort to coordinate time with us to let us come get the Equipment from the premises within 30 days of request. After 60 days of a request, if you have not coordinated a time for us to collect the Equipment, you agree to pay a replacement fee of One Hundred and Fifty Dollars (\$150.00), or the actual cost to purchase replacement equipment (including a reasonable allowance for administrative and personnel costs), whichever is less.

You may request for us to remove the equipment from your premises, and we will make a reasonable effort to complete this removal within 30 days of request.