



LIBERTY BOX

Sales Contract

Support: 800-823-7959

First Name _____

Last Name _____

Company _____

Email _____

Service Address _____

City _____ State _____ Zip _____

Phone _____

Alternate Phone _____

QTY	Description	Unit Price	Amount
_____	_____	_____	_____
_____	_____	_____	_____
	_____ Tax Code _____ Tax Rate		Sales Tax _____
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> You will be billed _____ monthly. (not due today) </div>			Total Due Today _____

Liberty Box subscribers can expect to receive download speeds ranging from 1mbps to _____ mbps that will fluctuate depending on many factors, including: signal strength, localized interference, physical location of the device, network congestion and any other unforeseen reasons. By signing this agreement, you agree that speeds are not guaranteed for this Best Effort service.

Service continues month to month and will be automatically billed to your payment method on file until you call our billing department and ask for service to be suspended or discontinued.

Internet service during the first billing cycle will be prorated and due at the time of sale.

SIGNED as an AGREEMENT

Printed Name of Subscriber or Business

Signature

Date of Purchase

Social Security Number (SSN) or Business EIN

TERMS AND CONDITIONS

Responsible Party - “You/you” or “Your” means a person or an entity that is the customer of record. You represent You are authorized to sign, execute and acknowledge, and if later determined You are not authorized, You are personally responsible and guarantee payment for all sums due under this Agreement.

Payment for Service – Each month you will be charged in advance for the upcoming billing cycle. That payment is due on the tenth day of each month, even if that day should fall on a weekend or bank holiday, and will continue until you contact our billing department by phone at 800-823-7959. Only credit or debit cards may be used to pay for monthly service. You authorize Kansas Broadband Internet, Inc. to continue charging your payment method for your full service amount each month. If payment is declined by the card issuer for any reason, service will be suspended until payment is made on the account. If you have a change to your account, including a new expiration date, contact our billing department at 800-823-7959 to update the information on file to avoid suspension or termination of service.

Equipment Ownership –If you choose to purchase the Liberty Box router, you are granted sole ownership of the equipment. Upon termination Kansas Broadband Internet, Inc. has no obligation or right to recover the equipment.

Equipment Rental – If you choose to rent the Liberty Box router and all of its components from Kansas Broadband Internet, Inc., you bear the risk of loss, theft, or damage to the Device for any cause. If the Device is lost, stolen, or damaged, You are obligated for the Total equipment cost of \$260. We recommend You insure the Device using any insurer You want.

Upon cancellation of service, you will be required to return the Liberty Box to Kansas Broadband Internet, Inc. at 400 N Chicago Street, Salina, KS 67401 within two weeks of cancellation. The device must be returned or postmarked within 14 days of cancellation. Failure to return the equipment for any reason will result in the card on file being billed a fee of \$260.

Shutoff Policy – As a subscriber, you agree that payment made on the 10th day of each month is for the upcoming billing cycle that runs from the 16th day of each month through the 15th day of the next month. If payment is not received on the 10th day of the month for any reason, including expired credit card, closed account or insufficient funds, your monthly service will be suspended on the 16th day of the month and will only be restored once full payment on the account is received. No notifications will be sent out regarding suspension of the account.

Payment Disputes and Suspended Services – If you have questions regarding service being suspended or if you wish to dispute a charge on your card, contact our billing department at 800-823-7959.

Service Cancellation – You may cancel your service at any time by calling 800-823-7959 and speaking with a billing representative. To avoid being charged for the next billing cycle, contact the billing department prior to the 10th day of the month preceding that billing cycle. You are not entitled to a refund for any amounts charged to your payment method on file.

Service Deactivation – If you own your equipment, you may request your service be deactivated by calling 800-823-7959. When you are ready, you can have your service restored at the discretion of Kansas Broadband Internet, Inc. by calling our toll free number and paying a \$25 reactivation fee.

Termination of Service – Kansas Broadband Internet, Inc. may, at any time, without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the services for: (a) violation of the terms found in the Acceptable Use Policy, (b) by request or order of law enforcement, (c) your participation in fraudulent activities, (d) failure to maintain the necessary authorizations required to bring Services, (e) your failure to pre-pay fees owed for services, or (f) any other unforeseen circumstances.

Age and Account Setup – You represent that you are at least 18 years of age and have the right and ability to enter into this Agreement. You agree that you are responsible for installing, establishing, and setting up, and for verifying and maintaining the account, options, settings, and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information. These account functions may be performed only by a person at least 18 years of age, without exception.

Service Availability and Performance – Not all service packages offered are available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations will not qualify for the Service even if initial testing showed that your address was qualified. You understand that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files), as well as based on network congestion and speed of servers you access on the internet, among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, your use of on demand services, among other factors. We reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control.

Disclaimer of Warranties - The equipment and materials available through the service and through any third party are provided on an “as is” and “as available” basis and without warranties or conditions of any kind either expressed or implied. Kansas Broadband Internet makes no warranty or representation as to the accuracy, currency, completeness reliability or usefulness of information distributed through the service. To the fullest extent permitted by applicable law, Kansas Broadband Internet expressly disclaims all warranties and conditions of any kind whether expressed or implied, warranties of merchantability and fitness for a particular purpose. Kansas Broadband Internet makes no warranty that the service will be uninterrupted, timely, secure, or error free, or that software defects will be corrected or that this site or the server that makes it available is free of viruses or other harmful components. Kansas Broadband Internet makes no warranty regarding

any goods or services or the delivery of any goods or services purchased or obtained through or from the service or advertised through the service, or regarding any transactions entered into through the service. No advice or information, whether oral or written, obtained by you via the service shall create any warranty not expressly stated herein.

Limitation of Liability - To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall Kansas Broadband Internet be liable for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits, use, data or other intangibles, even if Kansas Broadband Internet has been advised of the possibility of such damages, that result from the use or the inability to use the service, from any changes to the service, or from unauthorized access to or alteration of your transmissions of data. You specifically agree that Kansas Broadband Internet is not responsible or liable to you or anyone else for any threatening, defamatory, obscene, offensive, tortuous, or illegal conduct of yours or of any other party or any infringement of another’s rights including intellectual property rights, arising on, from, or in connection with the service. You are solely responsible for your own conduct in using this service, and will indemnify and hold harmless Kansas Broadband Internet from any claims, liability, damages or costs that result from your conduct in using this service. If you are dissatisfied with the service, materials available on or through the service, or with any provisions in this legal notice, your sole and exclusive remedy is to discontinue using the service.

Force Majeure – If the performance of any obligation hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, or power surges we shall be excused from such performance to the extent necessary, provided that we shall use reasonable efforts to remove such causes of non-performance to the extent of our ability.

Miscellaneous – The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the Service. These terms and conditions shall remain in full force and effect at all times while you are an active subscriber to the service.

Data Restrictions – During periods of heavy Internet congestion, Liberty Box customers may temporarily experience reduced data speeds and increased latency as compared to other customers using the same system. Any potential reduced speeds and increased latency may cause many web sites and streaming services to load slowly or affect the

performance of data-heavy activities such as interactive gaming.

On this unlimited plan, you have the comfort of knowing that, no matter how much data you use in a billing cycle, you will never be subject to overage charges and will pay a single monthly flat rate.

ACCEPTABLE USE POLICY

As a subscriber, you agree not to use, or permit others to use, the services in any way that would: (a) violate any law or applicable regulation, or (b) infringe on the rights of others. You are responsible for complying with the terms for any third party services such as video streaming and gaming sites that you access using this Internet service.

Prohibited or Actionable Activities - All Kansas Broadband customers are prohibited from activities involving the Service that are illegal, detrimental to the enjoyment of the Service for others, or that would infringe the rights of others, and as a condition of using the Service prohibits you from engaging in the following activities:

Restrictions on Use - You agree not to use Service to:

(a) **transmit** any material that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation;

(b) **harm**, or attempt to harm, minors in any way;

(c) **impersonate** any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;

(d) **transmit** any material that you do not have a right to make available under any law. This includes the infringement of intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or

otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

(e) **transmit** any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(f) **transmit** any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;

(g) **transmit** any material that contains software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of computer software or hardware or telecommunications equipment;

(h) **use the Service** for excessively high volume data transfers, such as those which, in the view of Kansas Broadband Internet, risk consuming bandwidth to the detriment of other Service users. All customers of the Service suffer from degraded or denied service when one user (or a small group of users) consumes a disproportionate amount of wireless network's resources. Therefore, Kansas Broadband Internet will monitor both overall network performance and individual resource consumption to determine if any user is consuming a disproportionate amount of available resources and creating the potential to disrupt or degrade the network. When feasible, Kansas Broadband Internet will attempt to contact the user regarding excessive use of bandwidth to help determine the cause and eliminate network congestion;

(i) **use of your account** by others is strictly prohibited. You may not through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited under this policy.