



BROADBAND SERVICE AGREEMENT

Customer Billing Information	
Name:	Homeowner or renter? (Circle one) <i>Landlord permission needed-Form Attached</i>
Billing Address	Is your home manufactured? What type of roof do you have?
Physical Address	Can we mount equipment on your home?
City, State, & Zip:	Do you need a router? (Circle one) YES/NO
Phone #:	
Minimum Term of Agreement: (Circle one)	\$100 installation-No contract \$50-1 year contract \$0-2year contract
Monthly Service Charge: (Circle one)	3Mbps-\$50 5Mbps-\$60 *10Mbps-\$80
Equipment Rental Charge Per Month:	\$10.00
One Time Charges:	Router: \$149.99 Initial (if answered yes above): _____
Other Fees: <i>In some cases, in order to get sufficient signal, a tripod is needed for the wireless antennae. If necessary, this part costs \$</i>	
Please write detailed directions to your home if you live in a rural area:	

*10Mbps only available in certain areas

Printed Name _____

Signature _____

Date: _____

Social Security # _____

Broadband Terms and Conditions

This Agreement describes the terms and conditions between you and Mobius Communications Company ("Mobius", "Us" or "We") applicable to the provision of broadband internet access. The Service consists of an Internet access service as further described in this Agreement (the "Service"). The Equipment consists of any physical equipment either sold or leased by Mobius in used in connection with the Service (the "Equipment"). The Service is provided and the Customer agrees to the Mobius' Privacy Policy, Acceptable Use Policy and Fair Use Policy that are located on Mobius' Web Site ("<http://www.bbc.net>").

1. Minimum System Requirements. Your computer must meet certain minimum requirements to receive the Service. Additionally, these requirements may change over time as computer software and the Service evolves. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

2. Term Commitment and Termination.

2.1 If you cancel your order before installation, you will not be charged. If you have fully paid for your Equipment, you are not required to return, and we are not obligated to de-install, the Equipment upon termination. If you have leased your Equipment or have not fully paid for such Equipment at the time of termination, you agree to return the Equipment to our place of business upon termination and authorize us to access your premises upon reasonable times and notice to you to retrieve any outdoor Equipment. You further agree that we may abandon any or all of the Equipment at the time of termination and we are not obligated to de-install or otherwise retrieve any of the Equipment. If you do not return the Equipment to Mobius, you also agree to pay Mobius the retail cost of the Equipment.

3. Use of Service - Responsibility and Supervision.

3.1 You represent that you are at least 18 years of age. You agree that you are responsible 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. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are aware that areas accessible on or through the Service **may contain material that is unsuitable for minors (persons under 18 years of age)**. You agree to supervise usage of the Service by minors who use the Service through your account. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account.

3.2 Number of Users Your use is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address.

3.3 Installation of Equipment – Limitation of Liability. NEITHER MOBIUS NOR MOBIUS' SUBCONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

4. Fees and Payment.

4.1 Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by us) a monthly fee will apply for each and every month (or portion of a month) that you are a subscriber or leased Equipment, beginning with the date your Service is activated. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Agreement). As stated above, you may cancel your account at any time. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

4.2 Billing and Charges. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable surcharges, taxes and other charges related to your use of the Service or Equipment, provision of services, software or hardware or the use of the Service by users of your account.

4.3 Late Payment. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice. Termination of the Agreement by us due to your default or nonpayment may result in a Termination Fee owed by you, if you are subject to a Minimum Service Term that has not been satisfied. We reserve the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued.

4.4 Disputes and Partial Payments. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared or no change will be made to your account. We will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

4.5 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your Service.

5. Modifications, Rights of Cancellation or Suspension.

5.1 Modification of this Agreement. Upon notice published over the Service or on the Mobius Web Site ("http://www.bbc.net"), we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 2.2 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications.

5.2 Modification of the Service. Mobius may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to you by Mobius or our vendors in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify you by e-mail, online via one of more of the websites within the Service or other electronic notice. If you do not agree to such changes, then you must cancel your subscription and stop using the Service prior to the effective date of such changes. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Privacy, Acceptable Use and Fair Access Policies.

5.3 Post-Termination or Suspension Obligations. Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

6. Warranties and Limitations of Liability.

6.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER MOBIUS NOR ANY OF MOBIUS' WHOLESALERS, DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES, SUPPLIERS, LICENSORS OR THIRD PARTY CONTENT PROVIDERS ("PARTNERS") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES MOBIUS NOR ANY OF THE PARTNERS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. MOBIUS EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY MOBIUS OR ANY OF THE PARTNERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE MOBIUS PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, MOBIUS CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. MOBIUS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION. ADDITIONALLY, MOBIUS IS NOT THE MANUFACTURER OF THE EQUIPMENT NOR AN AGENT OF THE MANUFACTURER, AND MOBIUS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, MERCHANTABILITY, DESIGN OR CONDITION OF, OR AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS OR WORKMANSHIP OF THE EQUIPMENT, NOR ANY WARRANTY THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT.

6.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER MOBIUS NOR ANY OF THEIR PARTNERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE EQUIPMENT, SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT AFFILAITE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF MOBIUS AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO MOBIUS BY YOU FOR SERVICE AND EQUIPMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART. IN NO EVENT SHALL MOBIUS OR ANY PARTNER BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR ATTORNEY'S FEES.

6.3 Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

6.4 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

6.5 Third Party Beneficiaries. The provisions of these Terms and Conditions are for the benefit of Mobius, and our respective contractors, information or content providers, Partners, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in any third party.

7. General.

7.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

7.2 Applicable Law. This Agreement is made in the State of Nebraska and the laws of the State of Nebraska control this agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred and must be instituted in the State of Nebraska.

7.3 Notices, Disclosures and Other Communications. Where notification by us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail, posting on a web site or publication over the Service.

7.4 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

7.5 Customer Satisfaction Period. You shall have the right to opt out of this agreement within the first (30) days of Service activation without penalty if for any reason you are dissatisfied with our product. You must notify us within the first (30) days of Service activation to qualify.