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## DC Access – Service Agreement – Wireless

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This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ (the “Effective Date”), by and between DC Access, LLC, a Limited Liability Corporation organized and existing under the laws of the District of Columbia, USA having an office at 118 Kentucky Ave SE, Washington, DC 20003 (“DC Access”) and \_\_\_\_\_ (“Subscriber”) an individual or entity. For purposes of this agreement, “entity” shall include but not be limited to a business (however or wherever organized) or organization (whether for profit or not for profit) that is operating or doing business in the District of Columbia. If any individual holds himself or herself out as having authority to sign a contract on behalf of such entity, in the absence of such authority the individual shall be a party to the agreement in their individual capacity. The DC Access Internet connection service (the Service) provided to the subscriber is subject to the terms and conditions in this agreement, which sets for the full, complete and exclusive set of rights and responsibilities of the parties hereto. DC Access reserves the right to modify these Terms and Conditions with reasonable notification. DC Access exercises no control over the content of the information made available through the Service and is not responsible for the information that the subscriber makes available through the Service, unless otherwise expressly afforded by law. The Subscriber, if an individual(s), certifies that he or she is at least 18 years of age.

### 1. Compliance with Laws

The Subscriber is solely responsible for knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber’s use of the Service, (ii) to the use of any networks connected to the Service, and (iii) to the communications equipment by which the Subscriber connects their modem, PC, terminal or other equipment to the Service. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Agreement to communicate or transmit in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the Service for any illegal or unlawful purpose. The Service may not be used for mass email solicitation purposes.

### 2. Term

Subject to paragraph called Termination below, this agreement is effective for a period of one (1) year starting on \_\_\_\_\_.

### 3. Payments

Subscriber has asked to have \_\_\_\_\_ service installed by DC Access. Installation fees are \$\_\_\_\_. The monthly service fee is \$\_\_\_\_. Each month the Subscriber will receive an invoice from DC Access. Payment for the Service is due on the first day of the billing period of the selected service option by cash, check, money order, Paypal or Credit Card. The billing period is based on the Subscriber’s first day of service. For example, if the Subscriber begins service on May 5<sup>th</sup> and chooses monthly billing then payment is due the fifth of every month. An account will be in default if payment is not received by the first day of the next billing cycle. Accounts unpaid after 30 days are subject to cancellation. Such cancellation does not relieve the Subscriber of the Subscriber’s obligation to pay the account charges. Suspended accounts will be charged a \$25 reactivation fee. If the Subscriber’s payment is returned to DC Access unpaid, e.g., a check that has been returned for nonpayment, the Subscriber is immediately in default and subject to an additional charge of \$25.

### 4. Assignment

The Subscriber’s rights herein granted cannot be transferred, shared, sold, or used by anyone other than the Subscriber. Accounts that have been transferred to other parties, or show other activity in violation of this agreement, are subject to immediate cancellation.

### 5. Indemnification

The Subscriber agrees to indemnify and hold harmless DC Access, its employees and other subscribers from any and all claims, costs, fines, expenses, judgments, causes of actions, attorneys fees, litigation and court costs resulting from the Subscriber’s use of the Service in any manner, whether, such use is direct or indirect or an act of commission or omission.

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### 6. Termination

The Subscriber may cancel the Service after the one-year term has expired. Service termination is made by written notice sent by the Subscriber to the mailing address of DC Access listed in this agreement. DC Access has the right to suspend service to the Subscriber at any time, and for reasonable cause, without notice. If such a suspension is expected to last more than 15 days, the Subscriber will be notified as to the reason. It is the responsibility of the Subscriber to provide DC Access with the mailing address to which notice is to be sent. All equipment leased to the Subscriber shall be returned to DC Access immediately upon termination of the agreement. Equipment not returned within 10 days of the termination of the agreement will be subject to an additional charge a fine of \$ 50 or the replacement value of the equipment if not returned within thirty days of termination or if returned in a condition that renders it unusable by DC Access.

### 7. Confidential Information

The Subscriber agrees that DC Access has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account is terminated, for any reason, by DC Access or the Subscriber.

### 8. Limited liability

This service (including software and any goods, services or information that may be used or purchased by means of this service or other third party services) is provided "as is." you may rely on this service and other third party services solely at your own risk. We do not warrant that this service will be uninterrupted or error-free, and there may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available on or through this service. We are not responsible for the availability or content of other services that may be linked to this service. We do not make any warranties, express or implied, including without limitation, warranties of title or non-infringement, merchantability, fitness for a particular purpose, compatibility, security, accuracy or usefulness with respect to this service or any information or goods that are available or advertised or sold through this service. You assume full responsibility and risk of loss, including loss of data, resulting from your downloading and/or use of files or other material using this service. Although we intend to take reasonable steps to prevent the introduction of viruses and other destructive materials to this service, we do not guarantee or warrant that this service or materials that may be downloaded from this service do not contain such destructive features. We are not liable for any damages or harm attributable to such features. Out of or in connection with this agreement even if informed of the possibility of such damages.

### 9. Excusable Delay

In no event shall either Party be liable to the other for any delay or failure to perform due to causes beyond their reasonable control and where such delay or failure to perform is not due to the fault, willful misconduct or negligence of the Party claiming excusable delay. An additional fee may be assessed if the subscriber's claim cannot reasonably be validated.

### 10. Severability

If any of the provisions of the Agreement are held invalid, illegal or unenforceable, the remaining provisions shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect. Those provisions that reasonably may be expected to survive, shall so survive the expiration or termination of this Agreement.

### If an individual:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### If a company or organization:

Name of company or organization: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Date:** \_\_\_\_\_ **TERM:** One-Year Contract.