



DC Access Wireless Internet Service Agreement

This Wireless Internet Service Agreement (the "Agreement") is entered into this, 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 (hereinafter "DC Access"), and _____ (hereinafter "Subscriber"), and governs your use of DC Access Wireless Internet Access Service (the "Service").

This Agreement consists of the terms and conditions below, the specific terms of your billing plan for the Service, the DC Access Privacy Policy and the DC Access Acceptable Use Policy, all of which are incorporated herein. The terms and conditions in this Agreement apply to all of the above-mentioned Services.

By establishing an account with DC Access, or continuing the use of the Service, you agree to be bound by this Agreement; agree to and accept any and all changes to the Agreement; and agree to use the Service in compliance with the terms of this Agreement and all applicable federal, state and local laws, rules and regulations. Please carefully review the Agreement.

1. Supplier

Unless specified otherwise, the Services will be supplied by DC Access, a District of Columbia corporation, whose main business address is DC Access, LLC, 1504 Pennsylvania Avenue, SE, Washington, DC 20003.

2. Term of this Agreement

This Agreement begins on the Effective Date and terminates upon the termination of your account pursuant to the terms of Section 9. Sections 9, 10, 11, 13 and 14 of this Agreement will survive termination or expiration of this Agreement.

3. Fees

It is agreed that DC Access shall provide _____ Services for Subscriber for a monthly fee of \$ _____, including an installation fee of \$ _____ and the following additional fees (if applicable):
\$ _____.



4. Registration Information

To order and receive the Service, you acknowledge that you are 18 years of age or older, and you have legal authority to enter into this Agreement. Additionally, you must:

- (1) represent that all information provided during the registration process is accurate and complete;
- (2) provide DC Access with accurate and complete billing information, including legal name, address, telephone number, and credit or debit card/billing information, and;
- (3) report any and all changes to this information to DC Access within thirty (30) days of the change.

DC Access may accept or reject any potential subscriber to the Service in its sole discretion. DC Access reserves the right to verify the accuracy of the information you submit in connection with your registration and your account and you consent to such verification. DC Access reserves the right to validate the payment method information you provide at registration and account updates. DC Access does not accept any liability for any incorrect information provided by Subscriber.

5. Payment Obligations

You are responsible for any charges to your account and agree to pay for the Service and applicable taxes, surcharges, and fees required by any applicable government entity. All payments must be made in US dollars. Charges are billed each month for the applicable Services and any additional usage or services, including, but not limited to, hardware fees, activation fees, early termination fees, method of payment fees, or shipping and handling fees, etc. DC Access is not responsible for any charges or expenses resulting from charges correctly billed by DC Access, including, but not limited to, overdraft account penalties, exceeding credit card limits, etc. NOTE: DC Access will impose a \$25.00 fee for all bounced checks. DC Access may use various means to recover payment; if recovery necessitates the use of a collection agency or legal action, Subscriber agrees to pay all fees arising from the recovery of such monies, including attorneys' fees.

DC Access reserves the right to change the monthly fees of your billing plan upon 30 days prior notice to your contact email address on file prior to the effective date of such new monthly fee. All charges are considered valid unless disputed in writing within 30 days of the billing date and mailed to: DC Access, LLC, 1504 Pennsylvania Ave SE, Washington, DC 20003. Adjustments will not be made for charges that are disputed more than 30 days after the billing date. If you have questions about your account you can contact DC Access at 202-546-5898 or support@dccaccess.net.



DC Access may suspend or terminate your access to Services for failure to timely remit payment. DC Access also reserves the right to change any of the features, content or applications of the Service at any time with or without notice to you.

6. Network names, Passwords, and Security

Upon registration, Subscriber will receive a network name, a password, and other account information. Network names, passwords, email addresses and IP addresses are DC Access property and DC Access may alter or replace them at any time.

As the only authorized subscriber of your DC Access account, Subscriber will be responsible for use of the Service by any person who uses your network name and password to access the Service, whether or not you specifically authorize such person's use or actions, including maintaining the confidentiality of your network name and password. Any breach of the Agreement will be treated as if the breach or use had been carried out by Subscriber and will not relieve any obligations under the Agreement. You must notify DC Access immediately upon discovering any unauthorized use of your account information.

Additionally, Subscriber is solely responsible for:

- (1) maintaining the security of your computer and data, including protection of your network name and password; the encryption of data, and; back-up and restoration of your computer and data, with a recommendation of use of anti-virus, anti-spyware and firewall software, including appropriately updating such software; and
- (2) refraining from providing any public information services over a wireless connection.

7. Use of Service

Subscriber represents that when you transmit, upload, post or submit any content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate any law, including copyright or trademark laws, or any other third party rights. DC Access has no responsibility for the accuracy, completeness, value or usefulness of any content, advice or opinions contained in any emails, third party web sites, message boards, chat rooms, social networks or online services. The Internet may contain material that is unsuitable for minors, and Subscriber agrees to supervise and to accept sole responsibility and liability for any use of the Service by minors through your account. Your use of the Service is also governed by the DC Access Acceptable Use Policy and the DC Access Privacy Policy.

All copyright, database rights, trademarks and other intellectual property rights in any and all aspects of the DC Access Website (including text, graphics, photographs, logos, buttons, icons, images and software and all other material on the DC Access Website) is



the property of DC Access or its licensors or partners and is protected by U.S. and international intellectual property laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of the DC Access Website without the express written permission of DC Access is strictly prohibited.

8. Monitoring the Service

While DC Access has no obligation to monitor the Services, it may do so and disclose information regarding use of the Services for any reason if DC Access, at its sole discretion, believes it is reasonable to:

- (1) comply with laws, regulations, or governmental or legal requests;
- (2) operate the technical aspects of the Service in a proper, effective, and reasonable manner;
- (3) protect itself, its employees, its customers or others in accordance with the DC Access Privacy Policy;
- (4) prevent breaches of this Agreement or other DC Access policies; or
- (5) enforce the DC Access Acceptable Use Policy.

9. Cancellation and Termination

The Subscriber may cancel the Service after the term has expired by providing written notice to DC Access at least ten (10) business days prior to the end of your Service. DC Access will issue a confirmation email as your proof of cancellation of your Service. Your termination will only be complete upon your receipt of a cancellation confirmation email. Accounts are set to close at the end of the current billing period. If a termination notice is received less than 10 business days prior to the end of your current billing cycle, charges to your account may continue until the end of the following billing cycle. DC Access does not grant refunds or credits for any prior use including partial use during the last month of cancellation.

Without prior notice, DC Access may suspend the operation of the DC Access Website and/or the Services for repair or maintenance work or in order to update or upgrade the contents or functionality of the DC Access Website.

DC Access may terminate your account at any time for any reason, including, without limitation, if:

- (1) your account is delinquent because charges on your method of payment were refused for any reason, you failed to make payment when due or you did not provide DC Access with a new debit/credit card expiration date or expiration date of any other method of payment before the existing date expired;
- (2) DC Access, in its sole discretion, believes you have breached this Agreement or other DC Access policies; or
- (3) your use of the Services is prohibited by law.



Upon cancellation or termination, notice will be sent to you via your contact email or mailing address on file, which you are responsible to provide. All equipment leased to Subscriber shall be returned to DC Access immediately upon termination. Equipment not returned within ten (10) days of termination of Service will be subject to an additional fine of \$50.00. Equipment not returned within thirty (30) days of termination of Service, or equipment returned in a condition that renders it unusable, will be subject to a charge for the replacement value of the equipment.

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

10. Disclaimers and Warranties

SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES AND THIRD PARTY NETWORKS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. DC ACCESS DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS.

DC ACCESS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH DC ACCESS OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY DC ACCESS WILL CREATE A WARRANTY.

DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WILL HAVE NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE OR THE INTERNET, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, THE CUMULATIVE LIABILITY OF ANY DC ACCESS PARTY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICES RESULTING FROM:



OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; YOUR RELIANCE ON OR USE OF THE SERVICE; INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS; DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; THE USE OF THE SERVICE BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL PRODUCTS OR OTHER INFORMATION; OR THE MERCHANTABILITY OF ANY MERCHANDISE OR OTHER ITEMS PROVIDED OR SOLD BY THIRD PARTY WEB SITES.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF DC ACCESS AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY DC ACCESS PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR EXCLUSIVE AND ONLY REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET FORTH THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

11. Indemnification

You agree to defend, indemnify and hold DC Access harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential, attorney's fees and expenses that DC Access may sustain or incur by reason of your use of the Service or the use of the Service by anyone else through your account including, use of the Service:

- (1) in violation of applicable laws or regulations or the terms of this Agreement, or any other DC Access agreement or policy;
- (2) to transmit any messages, content, images or other information via the Internet;
- (3) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use; or
- (4) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property.

12. Customer Service and Technical Support



If you have any enquiries, complaints, customer service support issues, questions regarding charges to your account or any other concern about the DC Access Website or Services, please address them to the appropriate contacts at 202-546-5898 or support@dcaccess.net.

13. Governing Law

This Agreement, including any contract for the provision of Services, will be deemed to have been concluded in the District of Columbia and governed by D.C. law, without regard to conflict of law provisions.

14. Miscellaneous

This Agreement sets out all of the terms agreed between the Subscriber and DC Access in relation to the subjects covered within. DC Access may revise, amend, or modify this Agreement and any other policy at any time and in any manner without notice by posting the revised version on the DC Access Website. The revised version will be effective on the date that it is posted.

Subscriber's rights herein under this Agreement may not be assigned and duties may not be delegated without the prior written consent of DC Access, and any attempted assignment or delegation without such consent will be void. Accounts that have been transferred to other parties, or show other activity in violation of this Agreement, are subject to immediate cancellation.

If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. The remaining provisions shall remain in full force and effect and be construed as nearly as possible to reflect the original intent of the parties. Those provisions of Section 2 that reasonably may be expected to survive, shall so survive the expiration or termination of this Agreement.

DC Access will not be liable for delays, damages or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.

IN WITNESS WHEREOF, DC Access and Subscriber have executed this Agreement with the Effective Date as of the day and year first above written.



1504 Pennsylvania Avenue, SE • Washington, DC 20003 • (202) 546-5898 • www.daccess.net

Subscriber _____

DC Access _____

Name: _____

Name: _____