



## **Avantek, LLC**

21629 N. 9<sup>th</sup> Ave.  
Suite A  
Phoenix, AZ 85027

### User Agreement

#### **Article 1.**

##### Terms of Agreement

This Agreement is for Internet Access. Customer agrees to make Monthly or Yearly payments to Avantek for internet access. Said payments are separate from any costs incurred from use of Wireless Equipment and Internet Access. Customer agrees to continue making said payment to Avantek via automatic bill pay until their account is cancelled. Avantek reserves the right to suspend service or cancel service in the event that Customer becomes delinquent by more than five (5) days. Avantek further reserves the right to refer delinquent accounts to an appropriate collection agency.

Avantek reserves the right to cancel any account at any time, for any reason or no reason. Cancellation by Avantek shall be effective immediately upon Avantek removing Customer's access privileges from Avantek's facilities; Avantek shall promptly notify Customer in writing.

Customer may cancel their account at any time, for any reason or no reason. Customer must pay any fees incurred up to the day of cancellation. Cancellation by Customer will be effective on the day Avantek receives notice in writing of intent to cancel said Agreement. Electronic Mail of notification is accepted, sent to [billing@avantek.net](mailto:billing@avantek.net).

Upon termination of this Agreement, any data owned by Customer and residing with Avantek will be removed without warning or notification to Customer.

To retain service with Avantek, any customers installed on or after 1/1/2008 are required to sign a document stating they have read and understand this agreement. This Agreement is not transferable.

**Article 3.**  
User Service Agreement

1. All equipment provided by Avantek for home or business use is the property of Avantek, and will be returned to Avantek within five (5) days of termination of service.
2. Avantek reserves the right to deny service to anyone for any reason. If Customer infringes upon the Acceptable Use Policy, Avantek has the right to cancel Customer's service without notice or warning.
3. Customer is responsible for keeping Avantek's equipment in the condition in which it was received. Avantek retains the sole right to make configuration changes to the equipment. Under no circumstance is the Customer to reconfigure, reprogram, or otherwise tamper with equipment provided by Avantek.
4. Customer uses and installs Avantek's equipment at their own risk. Avantek is not responsible for any damage that may occur to computers, including damage from lighting or electrical surges, or for harm to any person that occurs while installing, uninstalling or using said equipment.
5. If service is canceled with Avantek for any reason, the Customer must return all received equipment to Avantek's Office within five (5) business days. Customer will be billed for any and all equipment damage, or equipment not returned to Avantek within five (5) business days from termination of this Agreement. If the equipment is not returned to Avantek in the allotted time frame, the customer will be charged a \$12 per month rental fee. If Avantek feels they will not receive the equipment back, they reserve the right to send the customer to collections at any time after the 5 day equipment return period is over.
6. Customer will maintain a working e-mail address while using Avantek's service.
7. If Customer's account does not remain in good standing with Avantek, due to nonpayment or equipment misuse, or for any other reason, Avantek has the right to cancel service and receive back all equipment provided. Delinquency of five (5) days or more by the Customer can result in such cancellation.
8. Customer's who have service with Avantek are required to maintain an active credit or debit card on file for automatic bill pay. Customers who refuse to sign up for automatic bill pay will have their service disconnected.
9. If a customer's account is past due for any reason, they will be charged a \$10 late fee per delinquent invoice

10. Computer or equipment issues preventing connection as well as low connection speeds do not make the customer eligible for nonpayment. It is the customer's responsibility to report equipment failure or low connection speeds in a timely matter.

11. Avantek provides different levels of service as outlined on their website. The Customer agrees to pay the appropriate monthly or yearly amount, based on the level of service chosen by Customer. Avantek does not guarantee that Customer will never go off-line. Avantek has the sole right to decide whether or not to reimburse Customer for time during which Avantek's service was down or inactive. Avantek does not take any responsibility for lost business of the Customer due to interruption of service.

12. If the equipment becomes lost, stolen, damaged, cosmetically or functionality, due to misuse or negligence of the Customer, Customer will be responsible for reimbursing Avantek for the full replacement cost of said equipment.

13. Avantek reserves the right to make changes or alterations to the User Service Agreement at any time, without notice. Updated versions will be posted in a timely manner at <http://www.avantek.net> for Customer to view. It is the customer's responsibility to check the Avantek website for changes to the user agreement.

#### **Article 4.**

#### Acceptable Use Policy

To maintain in good standing and continue service with Avantek, Customer subscribing to Internet Services is responsible for adhering to the following:

- Customer must not restrict or inhibit any other user's normal use of the service
- Customer may not resell, share or otherwise distribute service or any portion of it to any third party.
- Customer cannot provide internet access to others through dial-up connections, host shell accounts over the Internet, provide e-mail services, news services or news feeds.
- Customer may not run programs or servers that provide network services to others using Avantek's Service.
- **Because of the non-symmetrical nature of wireless radio frequency specifications, the Avantek internet service is best suited for web browsing and file downloading.**

Non-Acceptable uses include:

- Hosting server services such as web and e-mail hosting
- High End Gaming, etc.
- Reselling of Internet Access
- Mail Server
- FTP Server
- HTTP Server
- Multi-User interactive forums
- Sending Unsolicited bulk or commercial electronic messages

#### **Article 5.**

##### Security and Privacy Policy

Avantek has taken steps to minimize access to workstations attached to the Internet by wireless modems. However, Customer is warned that hackers and vandals could launch attacks against their workstations. Customer is responsible for security of their workstations.

Avantek does not monitor Internet traffic, except for email, nor does it currently offer any kind of adult or content screening. If content screening is desired, it is the responsibility of Customer to acquire such screening.

#### **Article 6.**

##### Acceptance

1. **Notices:** All notices to the respective parties shall be in writing and shall be sent by mail or Facsimile to the following address:

Avantek LLC  
21629 North 9th Avenue  
Phoenix, AZ 85027  
Fax: (623) 587-1120

2. **Arbitration and Applicable Law:** Any controversy of claim arising out of or relating to this Agreement or the breach thereof shall be settled by Arbitration to be held in Phoenix, Arizona, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Arizona.

3. **Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

4. **Collection Fees:** If Customer's account is turned over to a collection agency, the Customer agrees to pay a 50% (fifty percent) collection fee on any outstanding balances due or equipment not received.

4. **Attorney's Fees:** If any action at law or in equity, including any action for declaratory relief, is brought to enforce or interpret the terms of the Agreement, the Avantek shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the Avantek may be entitled.