

By Receiving White Cloud Communications services, the account holder agrees:

1. **Responsible Party.** I am 18 years old or older and authorized to order and receive service at the Service Address.
2. **Equipment Policy.**
 - 2.1. Any Equipment not purchased by Subscriber and installed by a White Cloud Communications US, LLC ("WCC") employee or contractor ("Installer") is the property of WCC. The "Equipment" shall include but be not limited to: Cable drops, splitters, connectors, Enhanced Modem Telephone Adapter EMTA, Cable Modems, Access Points, Subscriber Antennas, Fixed Wireless Radios, Wireless Routers, Converter Boxes or other rented devices.
 - 2.2. Any failure, malfunction, or breakdown of Equipment caused by neglect, accident, abuse or natural disaster, may subject Subscriber to all repair and replacement charges.
 - 2.3. Subscriber is responsible for the total retail value replacement cost, of Equipment lost, damaged or not returned upon disconnection.
 - 2.3.1. Total retail replacement cost for equipment is up to the amounts as follows: DVR Converters \$300.00. Digital TV Converters \$150.00. WISP radios/antennas \$200. Modems and voice adapters \$100.
3. **Repairs and service.**
 - 3.1. If Services require repair, Subscriber shall report such an issue at the time an issue is observed by calling 855-552-2253 or online at www.wcloudus.com for WCC's support team to diagnose and assist. If a Service appointment for repair is determined to be required, WCC shall dispatch a technician on the next business day, unless Subscriber requests a later date
 - 3.2. Subscriber shall not relocate, remove, repair, or replace any Equipment installed by Installer without contacting WCC. Should Subscriber need to make changes to any Equipment installed by WCC, the Subscriber agrees to contact WCC and arrange for an Installer to service the changes.
 - 3.3. If an WCC tech is requested for dispatch should the Subscriber defy any of the foregoing or for any issue that is not caused by WCC's equipment, lines, or services being defective, a service charge of \$39/hour, minimum 1 hour labor, plus parts and equipment will be charged to the Subscriber.
 - 3.4. WCC will make all reasonable efforts to repair reported trouble during normal business hours
 - 3.5. WCC makes no claims it will provide after hours service appointments, including weekends or holidays
4. **Payments, due date, and fees.**
 - 4.1. Monthly charges are for service are due, in advance, on the first day of each billing period. Monthly statements are sent as a reminder of payment due two weeks prior to the due date. Monthly charges are due and payable each month regardless of receiving a monthly statement.
 - 4.2. Subscriber's account may be assessed fees in addition to the balances owed under the following conditions: \$9.95 Late fee if not paid within 10 days of the Due date. Door Collection fee of \$15.00 if collected on site. Service Reactivation fee of \$15 reactivation fee if service is temporarily suspended. Reconnect fee of \$29.95 if service has been disconnected. Returned item fee of \$25.00 fee on payments that are not honored by the bank
5. **Security Deposit.**
 - 5.1. WCC at its discretion may require a Security Deposit. If a Security Deposit is required, it must be paid at the time of installation or prior to installation
 - 5.2. Security Deposits will be credited to Subscriber's account following six (6) months of on-time payments
 - 5.3. The Security Deposit will be applied to the Subscriber's final bill if the account is disconnected
 - 5.4. Any remaining portions of the Security deposit not applied to services or fees as described in section 4 will be refunded to the Subscriber as described in 6 below
6. **Refunds and account credits Policy.**
 - 6.1. Disruption of service: WCC's services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall WCC be liable for any failure or interruption of services, including without limitation circumstances beyond WCC's reasonable control. Subject to applicable laws, WCC may provide credits for monthly subscription fees for qualifying outages of Services
 - 6.2. Overpayment: WCC shall apply any overpayments to the Subscribers account in full, which will show up as a credit for upcoming monthly services
 - 6.3. Paid but Unserviceable: If Subscriber paid for any services prior to installation, and the service address is unserviceable, WCC shall issue a refund in full within 10 business days. Refund will be issued electronically using the same method Subscriber used for payment. If WCC is unable to process a refund on Subscriber's electronic method, a check will be mailed from WCC's business office within 10 business days
 - 6.4. Balance credit following termination: If after termination of service there is a credit balance due to overpayment or pre-payment, WCC shall issue a refund within 30 days of the due date of the final bill issued following the date of disconnect
 - 6.5. No refunds will be processed on accounts with unreturned equipment
7. **Acceptable Use Policy.** Subscriber acknowledges receipt of and agrees to the "White Cloud Communications Internet Acceptable Use Policy."
8. **Quality of Service.** Subscriber acknowledges that WCC's services are sold "AS IS" and "AS AVAILABLE" inasmuch that many factors are outside the control of WCC. WCC makes no claims to user experience or uptime for its Residential Services
9. **Taxes.** Subscriber acknowledges that all products and services offered are subject to Federal, State, and Local taxes and fees.
10. **Price Changes.**
 - 10.1. WCC, from time to time, may adjust pricing for its products and services to Subscribers.
 - 10.2. Should a change in any price occur for products and services, WCC will send a minimum 30-day notice, using the billing delivery method Subscriber has chosen (US Mail or Email).
11. **Account Audits.** WCC periodically audits accounts to ensure Subscriber is receiving only what services they are subscribed to. If Subscriber is receiving services that they are not being charged for, WCC will remove such services with or without notice.
12. **Regulation.**
 - 12.1. Subscriber acknowledges that WCC is a service provider subject to governmental and regulatory agencies.
 - 12.2. Subscriber agrees to abide by and be bound by all governmental, regulatory agencies and all reasonable regulations of WCC.
13. **Promotional Services.**
 - 13.1. Subscriber acknowledges should they receive programming or Equipment rental ("Promotional Services") at an abated rate ("Promotional Period") that upon the termination of the Promotional Period, billing will initiate at the current rate of Promotional Services at the time of expiration.
 - 13.2. Should Subscriber wish not to be charged regular pricing for Promotional Services, Subscriber must contact our Subscriber service department prior to the expiration of Promotional Period to have Promotional Services discontinued, to prevent being charged full price.
14. **Termination and disconnection**
 - 14.1. If payment is not received within 15 days of the Due Date, Subscriber's account may be disconnected by WCC anytime thereafter with or without notice.
 - 14.2. WCC reserves the right to terminate service for abuse of equipment, services, or employees at management's discretion.
 - 14.3. Subscriber may disconnect services at any time, unless an Agreement is in force with both parties stating otherwise.
 - 14.3.1. Subscriber is responsible for the full monthly charge (without proration) for subscribed Services offered on a monthly subscription basis regardless if termination is prior to the end of the current billing cycle
 - 14.3.2. A final bill will be sent on the 15th of the following month for remaining service charges, and any per use phone charges, ppv, or fees as described in section 4
 - 14.3.3. All equipment defined in section 2 must be returned to the nearest WCC office before the 1st of the next billing cycle to prevent being charged for that billing cycle
 - 14.4. Balances owed up to the date of disconnect must be paid by the due date of the final bill to prevent account being turned over to a collection agency.
15. **Collections Referral**
 - 15.1. Subscriber agrees that if this account is not paid when due, and WCC should retain an attorney or collection agency for collection, to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.
 - 15.2. Subscriber agrees that a collection agency may call, email, and send mail correspondence to any and all landline, cellphone, email and mailing addresses provided to WCC for the purposes of collecting a debt that is owed.
16. **Updates.** WCC reserves the right to update this Agreement from time to time as necessary to adjust fees or terms according to law. An updated copy may be requested at any time by the Subscriber.
17. **Acceptance.** Receiving WCC's services constitutes acceptance of this Agreement. If Subscriber does not wish to accept the terms of service in this Agreement, Subscriber may terminate this Agreement by:
 - 17.1. Subscriber shall pay WCC in full for services and equipment through the end of the then-current billing cycle
 - 17.2. Subscriber shall return all Equipment undamaged to WCC. If Equipment is not returned undamaged, Subscriber shall be responsible for charges described in section 2.