

Terms and Conditions:

1. AGREEMENT: Clearwave Communications (Clearwave) shall provide local telecommunications, and/or data service to Customer under these terms and conditions, the order form attached hereto ("Order") and applicable CLEARWAVE COMMUNICATIONS tariffs on file with regulatory bodies, as amended from time to time (collectively the "Agreement").
2. **These terms and conditions are in addition to the terms represented in the Clearwave FCC tariff which is viewable by accessing the Clearwave Communications website at www.clearwave.com.**
3. TERM: There is no contract for the Clearwave residential voice and/or DSL service relating to this order for service. Cancellation requests for Clearwave Communications accounts must be received verbally, or in writing via email or postal service, with 30 days advance notice, at Clearwave Communications main office in Harrisburg, Illinois. Mailing address: Clearwave Com., P.O. Box 808, Harrisburg, IL 62946. Telephone: 877552-9283
4. Start of Service Charge: The \$60.00 start of service charge due upon ordering is refundable at 50% for orders cancelled prior to service activation.
5. CHARGES: Customer shall pay Clearwave the rates and charges set forth on the Order.
6. PAYMENT: Payment is due by the due date indicated on the monthly bill. Customer may be assessed a late payment charge if billed amounts remain unpaid after the due date, as specified in the Clearwave tariff. Accounts will only be reinstated during the hours of 8 AM - 5 PM Monday -Friday, Central Time, not including holidays. The subscriber acknowledges full responsibility for the account until payment in full is made. Clearwave Com. reserves the right to not accept checks from a subscriber at any time. Clearwave Com. reserves the right to pursue the collection of any unpaid accounts before or after the date of cancellation regardless of the reason for cancellation. The subscriber will be responsible for all collection fees incurred to include attorney's fees and court costs.
7. ADJUSTMENTS: Clearwave may impose surcharges to recover amounts required by governmental or quasi-governmental authorities to collect on their behalf or receive from or pay to others in support of statutory or regulatory programs. Examples include, but are not limited to, taxes, E-911 Charge and Universal Service Charge.
8. FORCE MAJEURE: Clearwave will not be responsible for delay, interruption or other failure to perform under the Agreement due to forces beyond its control. Such forces include, but are not limited to, natural disasters (e.g. lightning, earthquakes, hurricanes, floods), wars, riots, terrorist activities, and civil commotions, inability to obtain equipment from third party suppliers, cable cuts by third parties, a local exchange carrier's activities and other acts of third parties, explosions and fires, embargoes, strikes, and labor dispute, and governmental decrees and any other cause beyond the reasonable control of a party.
9. ACCEPTABLE USE POLICY: Customer agrees to abide by Clearwave's posted Acceptable Use Policy available at www.clearwave.com.
10. DATA TRAFFIC POLICY: Customer understands that the service is for ordinary residential or home business use. Customer with large data transport needs may require custom pricing. The service cannot be resold.
11. PHONE USAGE: Customer understands that the phone service is for residential or home business use and not for automated telemarketing or bulk auto-dialing services. Clearwave Com. is not responsible for inside wiring.
12. CUSTOMER PREMISE EQUIPMENT AND WIRING: Clearwave is not responsible for any end user equipment to include telephones, fax machines, personal computers, modems, etc. Service problems related to use of service does not constitute breach of contract on behalf of Clearwave Communications.
13. CLEARWAVE FRAUDULENT USAGE POLICY. Customer is solely responsible for all long distance usage accessed through Clearwave's network, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Customer, and not Clearwave, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services. Clearwave reserves the right, but has no duty, to take any action it deems appropriate to prevent fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.
14. BANDWIDTH POLICY: Clearwave DSL service is a best effort service, however, Clearwave constantly monitors its own connection to the Internet. Clearwave's policy is to manage its connection to the Internet as necessary to supply maximum speed to all its customers.