

MR Systems Wireless – Terms of Service



MR SYSTEMS WIRELESS LLC TERMS OF SERVICE

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH MR Systems Wireless LLC. WILL PROVIDE ITS CUSTOMERS WITH HIGH SPEED Wireless Internet (“Wireless”, “High Speed “, “Wireless Internet”, “Service”). BY USING MR Systems Wireless LLC. INTERNET SERVICE OR EQUIPMENT, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS. HIGH SPEED WIRELESS INTERNET SERVICE CHARGES

The applicable charges for the Wireless Internet Service are identified at the time Service is ordered. A disconnect / reconnect fee of \$40.00 will be applied to all late accounts that are disconnected or placed on delinquent. We may notify you of any such changes by posting notice of such changes on the website or sending notice via e-mail or postal mail or on your bill. If you continue to use the Service after notice of such change you accept any such modification. If you do not agree to any modification made by MR Systems Wireless LLC. you must stop using the Service and notify MR Systems Wireless LLC. A Service charge will be assessed to your account at the rate or \$50.00/hr for on-site repair of any Internet equipment beyond the demarcation point.

PAYMENTS

MR Systems Wireless, LLC will bill monthly for all charges associated with Service. Charges associated with the Service are billed for the month in advance. Payment in full is due no later than the due date indicated on your bill. If you have authorized payment for services or equipment by credit card or debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being paid “payment in full” or as being settlement of any dispute without losing any of our rights under this agreement. You agree to pay costs and fees we incur to collect any unpaid balance from you including attorney’s fees. A reasonable handling charge, not less than \$30.00, will be assessed for all checks returned for any reason. Interest at the rate of 1.5% per month may be applied in accordance with MR Systems Wireless, LLC standard credit policy to any unpaid amount that is 30 days or more past due. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive written notice of a payment dispute within 60 days after your receipt of a bill, the bill will not be subject to further challenge.

EQUIPMENT AND SECURITY

Customer agrees to pay for the lease of the equipment (Internet Radio & POE), MR Systems Wireless, LLC retains ownership of the equipment. The customer is responsible for the care and upkeep of the (Equipment) including Radio, POE of the radio, and cable. Customer is responsible to carry any insurance to cover the Radio, POE, and cable. There is a 1 year warranty on the Internet Radio & POE that covers manufacture defects or failure. If radio needs replacing our Technicians will determine the cause of failure at that time. If it is environmental damage then the customer agrees to pay for the replacement radio and or POE of the radio, and a \$35.00 service call for replacement. Our Equipment radios have a very low failure rate from manufacture defects. However, we can not

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control damage from lightening, power spikes, or inconsistent power; therefore we advise the Customer purchase an APC Battery Backup Unit. The Customer's Radio POE and Home Router (if one exists) should be plugged into the Battery Backup & Surge Protection side. You are responsible for the security of your computer, hardware, software applications, data and files. MR Systems Wireless LLC. shall have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or downloaded with the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its' software, files or data as a result of any such virus or other harmful feature.

Service Availability Warning:

MR Systems Wireless does not guarantee uninterrupted service. The availability of the Internet access service provided by MR Systems Wireless will be subject to power outages and other conditions affecting Internet use, which are outside the control of MR Systems Wireless. By accepting our Internet Services, the Subscriber will be deemed to have considered and accepted this qualification with respect to the Subscriber's application of the service to the use of VoIP telephones, security systems, health monitoring systems or other systems requiring permanent, always-on connections. The Subscriber hereby releases MR Systems Wireless from all claims it may have against the MR Systems Wireless in the future arising from damage or losses suffered by the Subscriber as a result of interruption of service due to conditions beyond the control of MR Systems Wireless.

Interference

MR Systems Wireless LLC. Provides Wireless Internet service through Wi-max & wireless medium. Many factors can affect your connection to the Internet including but not limited to: distance from our Radio towers, Power Outages, Severe Storms, etc) other wireless equipment that operates in the same spectrum as the CPE (client premise Equipment). Wireless Spectrum is a dynamic Environment and are subject to change and fluctuate at times. If the customer has a connection issue MR Systems Wireless will attempt to identify the problem up to the customer Demarcation location as quick as possible. MR Systems Wireless is not responsible for Internet Performance Issues if caused by customers computer software or hardware such as Virus Protection Suites, Viruses and/or Malware, or other software or hardware that can impact or degrade speed of Internet.

NON REFUNDABILITY

All Equipment, Services and hardware purchased from MR Systems Wireless LLC. includes a 30 day warranty from the date of Installation. All hardware purchased from MR Systems Wireless LLC. is new and/or refurbished and has full manufacturer warranty. All Equipment purchased is non Refundable, for any reason beyond the 30 day warranty period. MR Systems Wireless LLC, may at its sole discretion purchase back from the customer the CPE.

Removal of any equipment by MR Systems Wireless LLC. will incur a separate fee. One time and single use services such as charges for installation, setup fees, on site repairs, or any service that are provided as a non re-occurring charge are non-refundable for any reason.

LIMITATION OF LIABILITY

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of MR Systems Wireless LLC. including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

OUR LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO

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USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCE SHALL MR SYSTEMS WIRELESS LLC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

INDEMNIFICATION OF MR Systems Wireless LLC

You agree that MR Systems Wireless LLC will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

TERMINATION

We may discontinue or terminate Service: (1) if you do not honor any provision of this Agreement (including payment obligations to MR Systems Wireless LLC. for these or any other services); (2) if you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees; (3) if you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or (4) any regulatory agency, legislative body or court restricts or otherwise prevents MR Systems Wireless LLC. from furnishing Service.

The customer may terminate Service at any time by contacting MR Systems Wireless LLC. Customer will be billed up to the date of cancellation.

INTERNET ACCEPTABLE USE POLICY

**You agree not to use or to allow others to use the Service, for illegal or inappropriate activities, including but not limited to invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. Service may not be resold nor shared without expressed written consent from MR Systems Wireless LLC. By using the service the customer agree to comply with the above stated policy. NO WAIVER
No waiver of any breach of this Agreement will be deemed a waiver of any future breach.**

SEVERABILITY

If any part of the Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

GOVERNING LAW

This agreement will be governed by the laws of the State of Illinois.

Tax Update: 2016

Pursuant to the Order dated April 12, 2016, of the Illinois Commerce Commission in Docket 16-0106, MR Systems Wireless, LLC shall impose a supplemental charge of 2 cents per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .4 cents per VoIP business subscriber lines, a charge of .4 cents per line for all Centrex lines and a charge of 10 cents per PBX trunk. Charges for services provisioned

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by T-1 lines and other advanced services shall mirror MR System Wireless, LLC's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2016, or at the beginning of the first cycle after July 1, 2016.

NO THIRD PARTY RIGHTS

This agreement shall not provide any third party with a remedy, claim or right of reimbursement.

ASSIGNMENT

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our consent.

OUR RIGHT TO MAKE CHANGES

UNLESS OTHERWISE PROHIBITED BY LAW, WE MAY CHANGE PRICES, TERMS AND CONDITIONS AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THIS WEBSITE. YOU ACCEPT THE CHANGES IF YOU USE THE SERVICES AFTER NOTICE IS PROVIDED.

ENTIRE AGREEMENT

These terms and conditions together with the service order and any specific agreement regarding a term commitment and price agreed upon by you and MR Systems Wireless LLC. are the entire agreement between you and MR Systems Wireless LLC., which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents.