

# WILDBLUE SERVICE CONTRACT and SATELLITE PRODUCT AGREEMENT

## UNITED SERVICES, INC.

30208 US Hwy. 136, P.O. Box 757  
Maryville, MO 64468

Call: (800) 585-6454  
Fax: (660) 582-2837



## WILDBLUE

Satellite Speed Internet<sup>SM</sup>

Application Date \_\_\_\_\_ Date Assigned \_\_\_\_\_

Agent/Installer \_\_\_\_\_ To Be Done By \_\_\_\_\_

### CUSTOMER BILLING INFORMATION

Billing Name

Physical Address

Billing Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security Number

Date of Birth

( ) \_\_\_\_\_  
Home Phone

( ) \_\_\_\_\_  
Cell Phone

Employer Name

Business Phone

Own or Rent?

Landlord Name

**I, THE RENTER, HEREBY RELEASE UNITED SERVICES FROM ALL RESPONSIBILITIES ASSOCIATED WITH INSTALLATION AND AUTHORIZATION OF WILDBLUE SATELLITE EQUIPMENT.**

\_\_\_\_\_  
Renter's Initials

### COMPUTER SYSTEM REQUIREMENTS

WildBlue has minimum system requirements. Please verify that your computer system meets the following requirements and is in working condition.

- 300 Mhz or higher processor
- Minimum of 128MB Random Access Memory (RAM)
- 100 MB of Hard Drive Space
- Ethernet Card
- PC Operating System – Windows 2000, XP, or Vista
- Mac Operating System – OS 9.x, OS 10.2 or higher

### PRICING AND SERVICE COMMITMENT

#### Equipment Cost / Minimum Term

12 month\* \$ \_\_\_\_\_  24 month\* \$ \_\_\_\_\_

#### INDICATE YOUR CHOICE OF WILDBLUE PACKAGE OPTIONS:

- Value Pak 512 kbps @ \$49.95 monthly
- Select Pak 1.0 mbps @ \$69.95 monthly
- Pro Pak 1.5 mbps @ \$79.95 monthly

ALL PRICING IS SUBJECT TO CHANGE

**\*MINIMUM TERM:** TERM OF WILDBLUE INTERNET SERVICE INDICATED ABOVE WILL BEGIN UPON ACTIVATION DATE.

**EARLY TERMINATION FEE:** EQUAL TO NUMBER OF MONTHS LEFT ON MINIMUM TERM MULTIPLIED BY YOUR BASE MONTHLY FEE.

I UNDERSTAND THE ABOVE FEES AND COMMITMENTS REQUIRED OF ME AND I AGREE TO PAY ALL FEES ASSOCIATED WITH ACTIVATION OR CANCELLATION OF SERVICE.

\_\_\_\_\_  
Customer's Initials

### CUSTOMER USERNAME AND PASSWORD INFORMATION

Please select a username:

\_\_\_\_\_  
*lowercase, alphanumeric 4-character minimum*  
(this will be the beginning of your email address, i.e. "username"@unitedwb.coop)

Please select a password:

\_\_\_\_\_  
*lowercase, alphanumeric 4-character minimum*  
(this will be used for email access or account management access)

### BILLING EMAIL

Your bill will arrive via email each month. Please select an email address for billing purposes.

- United Email** ("username"@unitedwb.coop, listed above)
- Other:** \_\_\_\_\_

### UNITED SERVICES USE ONLY

WildBlue Account # \_\_\_\_\_

Authorized by \_\_\_\_\_

I VERIFY ALL THE INFORMATION GIVEN HERE IS TRUE AND UNDERSTAND BY SIGNING THIS APPLICATION I GIVE UNITED SERVICES THE RIGHT TO CHECK MY CREDIT HISTORY AND REFERENCES. I UNDERSTAND A SUITABLE DEPOSIT OR PAYMENT MAY BE REQUIRED FOR SERVICE AND/OR EQUIPMENT.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS CONTRACT AND I AGREE TO BE BOUND THEREBY. I ALSO AGREE TO ABIDE BY THE UNITED SERVICES/WILDBLUE CUSTOMER AGREEMENT, ACCEPTABLE USE POLICY AND FAIR ACCESS POLICY POSTED AT WWW.UNITEDWB.COOP.

Customer Signature

Date

Customer Signature

Date

White – United Services

Yellow – Authorized Dealer

Pink – Customer

US0608

# WILDBLUE CUSTOMER AGREEMENT TERMS AND CONDITIONS

This Agreement describes the terms and conditions between you and United Services, Inc. ("Service Provider", "Us" or "We") an authorized WildBlue distributor, as applicable to the WildBlue Service. Additional Terms and Conditions apply and may be found at [Unitedwb.coop](http://Unitedwb.coop). Service is in available locations in the contiguous U.S. with an unobstructed view of the southern sky and usage is subject to both United's and WildBlue's Fair Access and Acceptable Use Policies.

## 1. MINIMUM SYSTEM REQUIREMENTS.

- 1.1 Your computer must meet certain minimum requirements to receive the Service as set forth on WildBlue's website, [www.wildblue.com/aboutWildblue/qaa.jsp#1\\_6](http://www.wildblue.com/aboutWildblue/qaa.jsp#1_6). It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service. You are also responsible for telephone charges incurred in connection with the Service, if you use dial-up Internet access.

## 2. SERVICE COMMITMENT.

- 2.1 Minimum Service Commitment. Your service plan requires a 12 or 24-month minimum service term. If you terminate service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your service plan to a lower service package until 30 days after activation of your WildBlue Service.
- 2.2 Term and Renewal. The term of this Agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term, unless terminated earlier by you or us in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by you or us in accordance with this Agreement.
- 2.3 Termination. If you cancel your order before installation, you will not be charged. If you cancel the Service after installation but before completion of the Minimum Term, you will be charged a Termination Fee equal to the number of months left in your Minimum Term multiplied by your base monthly fee.

## 3. WHO MAY USE THE SERVICE? - RESPONSIBILITY AND SUPERVISION.

- 3.1 Age and Account Set-Up. You represent that the Service will be installed and used solely in your residence and not in any commercial, retail or other business location (other than a home office in your residence). You represent that you are at least 18 years of age.
- 3.2 Multiple Use of Account. Up to three computers in your residence may receive WildBlue Services under a Value Pak single billing account. For Select Pak and Pro Pak service plans, up to eight computers in your residence may receive WildBlue Services under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address.
- 3.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the WildBlue Equipment in location(s) you have authorized. You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we or our service provider will be required to access your premises or system and to install and maintain the WildBlue Equipment. NEITHER UNITED SERVICES, INC. NOR WILDBLUE SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. Timeframes for installation, if any, are not guaranteed.
- 3.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors.

## 4. FEES AND PAYMENT.

- 4.1 Fees, Taxes and Other Charges.
  - (a) Commencement and Duration of Monthly Fees. A monthly fee will be billed in advance and apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. Monthly bills will be sent via e-mail or USPS at the discretion of United Services.
  - (b) Billing Charges and Taxes. You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to your account by the due date shown on the monthly bill. You agree to pay all applicable taxes related to your use of the Service, provision of services, software or hardware or the use of the Service by users of your account.
  - (c) Late Payment. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice.
  - (d) Non-Payment Breach: A charge in the amount of no less than \$30.00 will apply for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. You shall pay to United Services all costs and expenses, including without limitation, reasonable attorney's fees, collection agency fees, and court costs incurred by United Services in exercising any of its rights or remedies hereunder in enforcing these terms.
- 4.2 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require reactivation fee and/or deposit before reactivating your Service.
- 4.3 Credit Inquiries and Reporting. You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

## 5. MODIFICATIONS AND RESTRICTIONS OF SERVICE

- 5.1 Modification of this Agreement. Upon notice published over the Service, We may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by e-mail, online via one or more of the websites within the Service or other electronic notice.
- 5.2 Restrictions on Use of the Service. Service Provider and WildBlue reserve the right to immediately suspend your Service and terminate this Agreement if you knowingly or otherwise engage in any prohibited activity. You agree to comply with WildBlue's Acceptable Use and Fair Access Policies located at [www.wildblue.com/legal/fair.jsp](http://www.wildblue.com/legal/fair.jsp), both of which are incorporated into and made a part of this Agreement.
- 5.3 Fair Access Policy. If your usage exceeds the limits set forth in the Fair Access Policy, WildBlue may reduce the bandwidth available to you on a temporary basis. Continued violation of the Fair Access Policy is a breach of this Agreement by you and will result in the termination of this Agreement.
- 5.4 Security. You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer.