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| --- | --- | --- | --- | --- | --- | --- |
|  | **(I.) Customer Information Intake Date: {{intakeDate}}**  Customer/Business Name: **{{customerFirstName}} {{customerMiddleInitial}} {{customerLastName}}**  Telephone Number: **{{customerPhoneNumber}}** Email Address: **{{customerEmailAddress}}**  Installation Address: **{{installationStreetAddress}}**  City: **{{installationCity}}** State: **{{installationState}}** Zip Code: **{{installationZipCode}}**  Billing Address: **{{billingStreetAddress}}**  City: **{{billingCity}}** State: **{{billingState}}** Zip Code: **{{billingZipCode}}**  **Payment Information:  {{paymentMethod}}**  **Account Information**  Master Account Username: **{{masterAccountUsername}}** *Username cannot use Special Characters.*  Master Account Password: **{{masterAccountPassword}}**  *Passwords must be 6 characters long and contain at least one letter and one number.* | | | | | |
| **NTInet Installer to review and complete with Customer** | **(II.) Fiber Service Plan:** | | | | | |
| ***Service Type:*** Residential | | | **(Payment for First Month’s Service is due at installation if Payment Information type is Email or Paper Billing.)** | | |
|  | | | **First Month’s Service:** |  | **$** |
| **Service Plan(1)** | **{{fiber100}}** | | **Standard Installation:** | X | **$99 (2)** |
| **{{fiber500}}** | | **Plume Wifi** | **{{smartWifi}}** | **$5** |
| **{{fiber1000}}** | | **Plume Wifi Extender** | **{{wifiExtender}}** | **$6.95** |
|  | |  |  |  |
| **{{voipService}}** | |  |  |  |
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|  | |  |  |  |
| **Additional Service/Equipment Details: (Additional Cabling, Networking, Router, etc)** | | | | | |
|  | | | | | |
| 1. **{{additionalItem1}}** | | | | | **${{addItemPrice1}}** |
| 1. **{{additionalItem2}}** | | | | | **${{ addItemPrice2}}** |
| 1. **{{additionalItem3}}** | | | | | **${{ addItemPrice3}}** |
|  | | **(7%) Sales Tax:** | | | **${{salesTax}}** |
| Taken By  **Cash   Check \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | **Total due at Installation:** | | | **${{installTotal}}** |
| **(1)** *Upload and download speeds are configured as limits, not guarantees. Actual speeds will vary. Not all locations will be capable of attaining the maximum speeds. All Service plans not available in all areas*. **(2)** *See “standard maintenance”, and “not covered by” in the contract for complete details. Additional drop fiber over 300’ or equipment & labor services not covered under standard maintenance will be billed at NTInet’s current Labor Rate.* | | | | | |

# (III.) Terms of Service

This Agreement between **NTInet Inc.** located at 2033 St Matthews Road, Orangeburg, South Carolina 29118 (hereinafter referred to as “Company”) and customer defined within page one, section I “(hereinafter referred to as "Subscriber") which shall be effective upon the completion of connection and shall remain in effect for Month to Month Term.

**Provision of Services:** Company will provide services on its Fiber Broadband network and also provide the installation of necessary equipment (which includes but is not limited to radio, cable, lightning protection, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement.

## Connection/Installation Fees:

Installation rates shall be defined on page one, section II and will be adhered to as per definitions outlined herein.

**Additional Installation Fees:** In the event that special construction, or additional equipment including but not limited to, longer drop Fiber, additional grounding, an additional fee will be required for said equipment and any additional labor not included in the standard install. Additional labor is billed per page one, section II.

**Permitting & Landlord Approval:** It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation regarding the Subscriber building. This is applicable to the property listed at the installation address contained on page one, section I that is under rental or lease contract by Subscriber. Company is not responsible for property contract violations, damage, or other results of this installation if subscriber or its affiliates proposes ownership or false landlord. No signature below implies ownership of premises.

## Landlord consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Company’s services.

**Equipment & Scope of Work:** All equipment, (Fiber ONU, WiFi Router**\***, VoIP ATA**\*** & standard Installation equipment), except for merchandise purchased and paid for in full by the Subscriber, will at all times remain the property of Company. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased equipment or part thereof, together with any costs incurred by Company in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Company to retrieve from Subscriber's premises equipment for appropriate disposition that is owned by Company.

**Electronic Merchandise Warranty:** Unless another return policy is indicated, or coverage is provided under the NTInet Equipment Coverage Plan, all electronic merchandise purchased from Company must be returned within fifteen (15) days of the original invoice date for refund or replacement. Many manufacturers offer additional factory coverage. With regard to such, you should contact the manufacturer of your item directly for information regarding eligibility and specific Terms and Conditions.

**Payment Policies & Terms:** Subscriber shall be billed on the “15th” of each month, one month in advance. Payment by Subscriber shall be due to Company on the First (1st) of each month. Any account not paid by close of business, fifteen (15) days past due date (1st of Month) will be deemed past due. Accounts remaining unpaid forty-five (45) days from due date shall be deemed delinquent. Delinquent accounts shall be placed on "Accounting Hold" and will be assessed a five-dollar ($5.00) reactivation fee. All services to the Subscriber shall be suspended until the account is paid in full. In the event that a balance is unpaid for sixty (60) or more days the subscriber is subject to equipment collection. Once Company equipment has been removed from Subscriber premises, there shall be a One Hundred ($100.00) fee to reinstall Company equipment.

**Termination of Service by Customer:** Account holders may terminate Service at any time. Account holders may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by NTInet Inc up to the time the account has been de-activated and all inside Equipment has been returned. Balance shall be due within thirty (30) days of termination. Accounts not paid within sixty (60) days of termination shall be deemed delinquent and subject to third party collection.

**Termination of Service by Service Provider:** NTINET INC will give Customer five (5) days’ prior notice of disconnection of all or part of Service, except if the disconnection is requested by Customer. If Customer’s bill is not paid after notification is received, NTINET INC may disconnect Service. Upon termination for any reason, NTINET INC may charge additional fees on any unpaid balance. Further, Customer understands and agrees that NTINET INC may charge credit card on file at termination of Service in the amount of any outstanding balance, fees and for the cost for any unreturned or damaged Equipment, in accordance with applicable law.

**Standard Maintenance:** Company’s connection point ends at the LAN jack on our Fiber ONU. Any trouble beyond our network or equipment is the full responsibility of the Subscriber. Standard maintenance is limited solely to Company’s network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working and Company’s network is still functioning properly, a technician may be sent to troubleshoot problem during normal business hours (9AM-5:30PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the “Not Covered by Standard Maintenance Plan” section below, subscriber will be accessed a service call fee at Company’s standard hourly rates.

**Not Covered by Standard Maintenance Plan:** Maintenance, repair and replacement of parts damaged or lost through act of God, catastrophe, accident, neglect, misuse, theft, fault, negligence of Subscriber, such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber computer and/or peripheral equipment not owned by the Company, or from any cause related to or other than the intended and ordinary use. Not contacting 811 prior to digging. The Company is not liable for any damage to property as a result of above.

\* *All purchased equipment belongs to and remains the responsibility of the customer to replace if damaged.*



**Use of Services:** Subscriber is expressly prohibited from reselling any services offered by Company under this agreement without the prior written consent of Company. Subscriber is prohibited from hosting any website dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Company or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other companies or wireless network subscribers. Should Subscriber violate any provision of this section, Company at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Company’s liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Company shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

**Use of Material:** All content downloaded or uploaded using Company’s system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, Including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, or any other intellectual property tangible or intangible rights associated with the material.

**Abuse of Services:** Any use of the Company system that disrupts the normal use of the system for other Company Subscriber is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of Company’s services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) by Subscriber is a violation of this Agreement. Subscriber may not resell or allocate bandwidth to those not included within a business (office specific) or others not residing within that specific household or address as defined in section I as “installation address”. Company may charge and Subscriber may face legal charges in compliance with local, state or federal laws, rules or regulations, if they are found in violation of bandwidth “stealing” defined in the previous sentence. Any Subscriber deemed by Company to be in violation of this section is subject to immediate termination by Company. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

**To be Completed by Customer**

**Indemnification/Release:** Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Company, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Company’s services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Company’s services from any source or to any recipient. Subscriber further releases Company from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Company’s systems and/or the wireless network. Subscriber's release of Company includes any actions or inaction by Company, which amount to negligence. Subscriber further agrees to indemnify and hold harmless Company from and against any and all claims actions causes of action, losses or damages including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of Company’s services herein.

**Disclaimer:** Company assumes no responsibility for the content contained on the Internet or otherwise available through the Fiber network or from any source accessible via Company’s services. Company discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Company which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, Including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Company that its use of Company’s services to access information, content or other services is at its own risk.

**Governing Law and Venue:** The laws of the State in which this contract is executed shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be the county in which Company or its branches presides.

**Arbitration & Attorneys Fees:** The Subscriber and Company agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and Company agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

**Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect**.**

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|  | **By signing below I have read and agree to the Terms of Service and have inspected and approved installation completion.**  **Customer NTInet Inc**  Name: Installer:  Title: Signature:  Signature: Date:  Date:  NTInet Inc (803) 533-1660  2033 St. Matthews Rd [sales@ntinet.com](mailto:sales@ntinet.com)  Orangeburg SC, 29118 [www.ntinet.com](http://www.ntinet.com/)    NTInet Fiber Broadband Agreement 9/13/2022 |
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***(This form is required if paying by Bank Draft)***

**CUSTOMER BANK ACH AUTHORIZATION**

I, **{{customerFirstName}} {{customerLastName}}**, hereby authorize NTInet Inc. to initiate entries to the checking account at THE FINANCIAL INSTITUTION listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until NTInet Inc. is notified in writing to cancel. A copy of voided check must be accompanied with this document for ACH authorization.

**Name Address City State Zip Phone** ( ) **Work/Cell** ( )

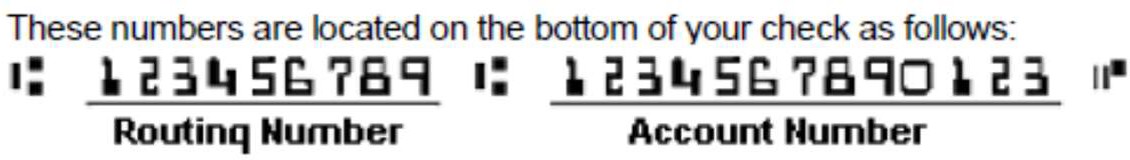
**E mail Address**

**BANK ROUTING #**

**ACCOUNT #**

**YOUR BANK NAME**

These numbers are located on the bottom of your check as follows:



**Check one or both if applicable:**  Monthly Recurring Bill (Withdrawn on 1st of Month)

\_ One-time Charge: Amount $

In accordance with banking regulation, I understand that any drafts returned for insufficient funds will be electronically debited from my account plus a return fee of $30.00.

(Signature) (Date)

**ATTACH VOIDED CHECK HERE**

**A voided check from your checking account must be included in this application (Do not use a deposit ticket or temporary check)**



Contact Date: **{{intakeDate}}**

Account Name: **{{customerFirstName}} {{customerLastName}}**

Account Username: **{{masterAccountUsername}}** Account Password: **{{masterAccountPassword}}**

Wi-Fi username /SSID: **{{ssid}}** Wi-Fi Password: **{{wifiPSK}}**

**Customer Support: Web:** [http://ntinet.com](http://ntinet.com/) **Phone**: 803.813.0000

**Payment Options:** Four (4) convenient ways to pay your bill.

1. **Online Payments:** https://customer.ntinet.com
2. **Automatic Bill Payment** (ACH or Credit/Debit Card)
3. **Pay by Phone:** 803.533.1660 - Option 2
4. **Pay by Mail**: 2033 St Matthews Rd, Orangeburg SC 29118

# Returned Checks

All returned checks are subject to a $30 returned check fee.

**Before breaking ground, make sure you know what’s below!**

NTInet would like to remind homeowners to call 811 before any digging (no matter how small), tree removal or yard renovation projects to prevent damages to NTInet’s underground fiber lines as well as power and water service from your local utility company. Digging without locating underground utilities may result in costly repairs, personal injury and inconvenient service outages. **NTInet charges a minimum of $150 to replace cut or damaged fiber drop lines to you or your neighbors’ home if 811 is not notified.**

**To submit a locate request, simply call 811 or visit sc811.com.**

