



## **Message Express Internet Service Agreement**

**Term.** If you terminate before the one-year anniversary of your Service activation date, you will have to pay an early termination fee. After the one-year period, your agreement is on a month-to-month basis.

**Cancellation of Services.** You may cancel the MEI High-speed Wireless Internet at any time by calling the customer service number (269) 373-9035 or (269) 945-0043, and notifying the MEI Customer Service Representative.

**Commencement of Billing.** MEI will begin monthly billing for services, when installation of Equipment from MEI is complete. Billing commences upon successful completion of the installation; we refer to this date as the "Service Activation Date". MEI requires it's customers to use the online billing. Please visit <http://www.mei.net/onlinebilling/> to sign up or view your bill. Your account #: \_\_\_\_\_. Please call customer service if you have any further concerns (269) 373-9035 or (269) 945-0043. No charge for electronic billing. \$5 monthly fee is added to your monthly bill for a paper bill being sent out.

**Setup Fee.** Setup fee is applied to your first billing statement. The setup fee and the prorated 1<sup>st</sup> month service fee are collected upfront as of the service activation date. Payments can be made via credit card or check by phone.

**Additional Equipment.** If underground cable is required with customer install (radio detached from house) it is the customers' responsibility to have the cable buried after install is complete. Any unintentional or accidental damage done to equipment is customers' responsibility to repair or replace.

**Displaying Yard Sign.** To help spread the word about MEI High-speed wireless Internet product offerings, customers who choose to display the MEI yard sign can receive a discount on the setup fee.

**Agreement to Pay.** You agree to pay us for all charges related to your account (including, but not limited to, Installation Fee, Activation Fee, Repair and Maintenance Fees, and all applicable taxes and all charges) in accordance with this Agreement at the prices and charges provided to you when you enrolled, which may change as set forth in this Agreement. MEI shall have the right to terminate or suspend your account for failure to pay your bill in a timely manner. In addition, MEI shall have the right to use any legal means to collect unpaid charges to your account in the event of non-payment. All monthly payments must be made online or over the phone by credit card or check by phone to avoid \$5 monthly fee for paper bill. Visit <http://mei.net/onlinebilling>

**Termination Fees and Credits.** If for any reason you cancel your MEI High Speed Internet Service, you must return your Equipment in the original packaging and such

Equipment must be in good working condition. The equipment (radio, injector box, surge arrestor & mounting equipment) installed at time of service remains the property of MEI at all times. Equipment in working order shall be returned within 30 days of canceling your Service. Customer will be charged replacement costs as determined by MEI if equipment is damaged or not returned.

If for any reason you cancel your MEI Service or MEI cancels your subscription after 30 days following Service Activation Date, but within the first 12 months of service, for a violation of the Agreement you must pay MEI an Early Termination Fee of \$25.00 per month for the remainder of the contract.

**Failure to Pay.** We may suspend, restrict, or cancel the Services and this Agreement if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

**Late Payment Charge.** MEI may add interest charges to any past-due amounts at the lower of 2% per month or the maximum rate allowed by state law. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Notice of any disputes must be in writing and received by us within 30 days after you received your bill or you will waive any objection. If charges cannot be processed through your credit card, if your bank draft or electronic funds transfer is returned for insufficient funds, or returned check we may charge you an additional \$25.00. **Reconnect fee of \$25 charged on any account disconnected for non pay.**

**Price Changes.** We may change the prices and charges for the Services from time to time. Unless otherwise stated, if we increase the price of your plan, we'll notify you by e-mail or by U.S. mail and allow you to stay with your old plan for at least one additional billing cycle. We may decrease prices and charges without providing advance notice.

**MEI Monthly Rates**

Residential		Email Accounts (Included)		
Downloads	Uploads	Rate	Setup Fee	
1MB*	256K*	\$49.95	\$199.95	3
3MB*	512K*	\$69.95	\$149.95	5
Business		Email Accounts (Included)		
Downloads	Uploads	Rate	Setup Fee	
1MB*	256K*	\$69.95	\$199.95	3
3MB*	512K*	\$99.95	\$149.95	5

\*"Download and Upload" speed(s) represent maximum downstream and/or upstream speed capabilities. Many factors can affect actual speeds, which will vary and are not guaranteed.

\* Speeds are not guaranteed, are burst maximums, and are subject to limitations of the internet itself.

\* Boost your upload speed to 1MB for \$9.95/mth.

Notes:

- 3MB service subject to availability, to be determined at time of install.
- Service includes an allowed number of email accounts. \$5 per month for an additional 10 email addresses.
- Normal install = 2 hours labor. Customer demanded labor \$79.95 per hour.
- Installs scheduled during winter months may be delayed or rescheduled due to weather conditions.

**MEI Phone**

<b>Minutes</b>	<b>Type</b>	<b>Local/LD</b>	<b>Monthly Price</b>	<b>VoIP Adapter Fee</b>
<b>400</b>	Incoming & Outgoing	Y**	\$9.95	\$49.95 or \$4.95/mth for 1 year*
<b>1000</b>	Free Incoming	Y**	\$14.95	\$39.95 or \$4.95/mth for 1 year*
<b>Unlimited Residential</b>	Free Incoming	Y**	\$19.95	\$39.95 or \$4.95/mth for 1 year*

1. Monthly VoIP fee requires one year contract. \*
2. VoIP Adapter is non refundable after trial period.\*
3. Included minutes cover both local and long distance.\*\*
4. Additional minutes charged @ \$.05 per minute.\*\*
5. International calling not included in minutes. Please call for rates.\*\*
6. Basic MEI Phone Install includes the back feeding of lines in home after a number port has been completed. Rewiring of lines is not included.
7. If rewiring of phone lines in the home is necessary to back feed after a number port has been completed a flat rate of \$40.00 will be charged. Jack Fee of \$5.00.
8. Inside Wire Maintenance is offered for \$2.95/per month. Initial install fees are not covered under Inside Wire Maintenance.

**MEI PHONE FREE TRIAL PERIOD.** MEI Wireless Internet installation includes a free trial of MEI Phone Service. The customer may cancel the service at any time before the end of the trial period at no cost. After the trial period, the customer will be billed at the normal introductory MEI Phone Plan rate including the monthly rate for 12 months to cover the cost of the MEI Phone Adapter. The MEI Phone Adapter is nonrefundable after the free trial period. The MEI Phone Adapter is covered under warranty for duration of the contract and is covered under manufacturers warranty in all other circumstances. To cancel the MEI Phone Service without penalty, please call customer service @ (269) 373-9035, (269) 283-9005 or (269) 945-0043 before the end of the free trial period. The MEI Phone Adapter must be returned in good physical and working condition. MEI reserves the right to charge the customer if any attempt to tamper with or "hack" the MEI Phone Adapter or any misuse is suspected. The MEI Phone Adapter must be reasonably protected at all times by utilizing an adequate surge protector on it and any peripheral equipment connected directly or indirectly to it.

After the customer contacts MEI customer service to return the MEI Phone adapter, MEI will make arrangements for the equipment to be picked up and the customer must take

precautions to protect the equipment from extreme weather conditions if a pick-up is utilized. MEI Phone Service cannot be used for business, bulk, or related purposes such as telemarketing, auto-dialing, dial-up, or commercial or broadcast facsimile (FAX) or similar services. MEI reserves the right to deny or restrict service to anyone deemed to be abusing the service, including, but not limited to the unlimited service plans.

**911 with MEI Phone.** 911 Service is only available at the physical address on file with MEI where the phone service was initially installed. 911 with the MEI phone is not available if there is a power/network interruption.

**Equipment Waiver:**

**Customer Equipment** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF COMPANY EQUIPMENT AND THE SERVICES. EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE COMPANY, ITS SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS ("PROVIDING PARTY") SHALL NOT HAVE ANY LIABILITY TO THE CUSTOMER, OR CUSTOMER'S CUSTOMERS, AGENTS, EMPLOYEES, ASSIGNEES, DESIGNEES OR SUCCESSORS IN INTEREST WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT OR OTHERWISE, INCLUDING BUSINESS INTERPURTION AND DAMAGES SUFFERED BY CUSTOMER'S CUSTOMERS OR OTHER THIRD PARTIES. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMPANY, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, THE COMPANY MAY PAY AT ITS SOLE DISCRETION AND IN FULL SATISFACTION OF ANY AND ALL CLAIMS BY CUSTOMER AGAINST ANY AND ALL PROVIDING PARTIES UP TO A MAXIMUM OF \$100. THIS SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ANY PROVIDING PARTY RELATING TO SUCH ACTIVITY AND CUSTOMER WAIVES ANY RIGHT OR CLAIM FOR ANY OTHER REMEDY.

**Equipment** BY ACCEPTING THIS AGREEMENT AND SERVICES, CUSTOMER WAIVES ALL CLAIMS AGAINST ANY AND ALL PROVIDING PARTIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE COMPANY EQUIPMENT OR THE SERVICES AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT.

Visit [www.mei.net](http://www.mei.net) and view in entirety the **MEI Terms and Conditions**.

**Check appropriate box(es):** charges added to BCTC phone bill

- 70172 **MEI Outside Router Configuration** \$ 9.95
- 70174 **MEI Computer Networking Configuration** \$ 4.95
- 70173 **MEI Home Troubleshoot per hour** \$79.95

**Estimated service time:** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_

**Customer Contact #:** \_\_\_\_\_

I wish to purchase a Wireless Router for \$\_\_\_\_\_ customer initials \_\_\_\_\_

I wish to purchase a VoIP adapter for \$\_\_\_\_\_ customer initials \_\_\_\_\_

By signing, you agree to pay the amount agreed upon and billed to your account including any applicable government fees and taxes each month by the due date specified. You also agree that in order for us to service our accounts or collect any amounts you may owe, we may attempt to reach you using any contact information you have provided to us, some of which may result in 3rd party charges to you. Methods of contact may include, but is not limited to, use of pre-recorded/artificial voice messages and/or automatic devices, as applicable.

I/We have read this disclosure and agree that Barry County Telephone Company, Message Express Internet or their representative agency may contact me/us as described above.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Home Phone #

\_\_\_\_\_  
Print Customer Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date