

Subscriber Agreement - Read before Signing

General

I certify that all statements on this Application are true, and I authorize Rochelle.Net, a division of Rochelle Municipal Utilities (RMU) and the City of Rochelle to verify the information herein, including inquiries to credit bureaus and creditors, and agree that such information, along with this Application, shall become the property of RMU and the City of Rochelle.

I request RMU, City of Rochelle, to furnish High Speed Internet access of the type selected on the front of this application and hereby agree to pay for such services as bills are rendered for the period specified on this application under **Term of Service**, from service activation and thereafter on a month to month basis, or until the service is canceled as specified in the **Right to Cancel** section of this agreement.

I understand that I am responsible for all connections and usage charges associated with this account, and agree to take all reasonable precautions to safeguard passwords from unauthorized use.

I understand that RMU has established an Acceptable Use Policy which governs my right to use this Account, and that this policy may be changed at anytime and without notice. RMU's Acceptable Use Policy is made available on our Web site at <http://www.rochelle.net/use.html>.

I understand that any and all equipment placed at a customer's location by RMU, it's affiliates, agents, contractors, or representatives to facilitate the service(s) purchased by this agreement remains the property of RMU unless specifically excepted in writing. I further understand that any such equipment must be returned to RMU in good working order upon termination of the service agreement by either party. Failure to do so may result in my account being charged the full retail price of the equipment in question, as well as any applicable service charges.

I understand that any applicable local, state and federal taxes will be billed and collected as required.

RMU reserves the right to terminate or discontinue service at any time for non-payment. Billing starts when an account is activated and is prorated. Future billing is done on the first day of the billing cycle established for the customer by RMU and monthly thereafter per the term of the account (Monthly, quarterly, annual) with RMU. Cancellations received after the first day of the established billing cycle will be charged for the next billing period. Failure to use account(s) does not relieve subscriber of payment obligations.

Billing and Payment

RMU will mail a paper bill to the subscriber within the billing cycle established for the customer by RMU. RMU may, at its discretion, send an e-mail reminder notice to subscriber before payment is due.

RMU maintains the right to suspended or terminate service for any unpaid accounts. Termination of Service shall not relieve subscriber from the obligation to satisfy outstanding charges. In the event RMU utilizes an attorney to collect any unpaid amounts, subscriber shall be responsible for the payment of all of RMU charges, damages, attorneys' fees and costs in the collection of these sums.

In the event that a check is returned to RMU a charge of \$20.00 will be incurred per occurrence. Any unpaid balance will accrue interest after thirty (30) days at the annual rate of eighteen (18) percent.

All billing disputes, with RMU, must be received at our business office in writing, and the obligation to pay for service will continue until such notice is received. Termination of your service does not constitute relief from amounts incurred prior to termination.

Legality of Content

The subscriber agrees to use RMU services for lawful purposes only. The subscriber will not post or transmit any material, through RMU, which violates or infringes upon the rights of others. This includes, but is not limited to: Threatening, abusive, defamatory, vulgar or obscene language, any action which threatens public or private rights, any action which encourages a criminal offense, any action which gives rise to civil liability or violates any law. Attempts to gain unauthorized access to any computer system is expressly prohibited. Users agree to abide by any and all rules of the network they access through RMU. The subscriber agrees to defend and hold harmless RMU, its directors, officers, employees, agents or affiliates for all damages and claims that might arise from the subscribers use or misuse of the service which damages or otherwise harms either the subscriber, RMU or a third party.

Responsibilities

RMU makes no warranties, expressed or implied, regarding services provided. RMU is not responsible for any damages suffered from the use of our services, including but not limited to, loss of data, service interruptions and/or delays, or third party litigation. It is the subscriber's responsibility to determine if the network access provided by RMU is acceptable for use by them. RMU provides limited telephone technical support for subscriber's connection to the Internet. RMU is not responsible for assisting subscriber with diagnosing or repairing software, hardware or computer operating system problems. This includes the installation and configuration of router, firewall, and server systems. End user network security is the responsibility of the subscriber. Subscribers are encouraged to use the expertise and resources of the vendors providing these components. Subscriber is responsible for maintaining backup copies of personal web pages, e-mail and any other data that travels through or is stored on RMU's system.

RMU cannot and does not control the content of information available over the Internet. For this reason, the subscriber certifies that he/she is at least 18 years of age or, if the subscriber is a parent or guardian, he/she assumes all responsibility for supervising the on-line activities of the under aged user. Any information garnered through RMU is done so at your own risk.

The subscriber shall not allow unauthorized connections to RMU, unauthorized reselling or distribution of RMU services, or the solicitation of RMU users to become subscribers to other online service providers in competition with RMU, nor shall the subscriber make any unauthorized copies or duplications of any RMU material, advertising, forms, brochures, pamphlets, Web sites, scripts, logs, etc.

Right to Cancel

Cancellations by subscriber must be received by RMU via an e-mail addressed to RNService@Rochelle.Net, or in writing by RMU at its Business Office. Subscriber must provide current username, password and forwarding e-mail address to cancel account. This is for your protection as well as ours. RMU may, at its discretion, require additional information from subscriber to verify the authority of the request to cancel. Upon receipt of a cancellation by RMU, RMU will reply to subscriber requesting additional information or confirming cancellation. RMU will not refund shipping & handling fees, technical fees or any one-time start-up fees. Cancellations become effective on the first day of the month following the month in which they are received. High Speed Network accounts are based on minimum 1 year contracts. Early cancellation will result in the entire balance of the contract being due immediately. RMU reserves the right to cancel service for any reason without prior notice.

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY RMU, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER RMU NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON OR FROM THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY - UNDER NO CIRCUMSTANCES SHALL RMU, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, YEAR 2000 COMPLIANCE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF SUBSCRIBER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT RMU IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, RMU'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF SUBSCRIBER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

Relationship

The relationship between the subscriber and RMU is that of subscriber and service provider only. In the event of a violation of any terms and/or conditions set forth in this agreement, RMU reserves the right to immediately terminate the services provided to the subscriber, with the subscriber being fully responsible for any and all attorney's fees incurred by RMU with regard to this agreement at all trial and appellate court levels. If Subscriber is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of RMU in operating the Service, subscriber's sole and exclusive remedy is to discontinue using the Service.

In the event of a dispute, RMU and the subscriber agree that the venue for such litigation shall be Ogle County, Illinois and that the terms and conditions of this agreement shall be interpreted under the laws of the State of Illinois.

SPAM Policy

RMU actively attempts to block unsolicited email (SPAM) from it's system. The transmission of any type of material, whether graphical or textual in nature, to other subscribers or non-subscribers without their express consent is prohibited under the terms of this agreement. Any violations of our SPAM policy will result in immediate termination and a charge of \$500.00.

Modification of Terms

RMU reserves the right to change or modify the terms and/or conditions, rates and/or services at any time. Such changes, modifications or additions shall be effective immediately upon written or electronic notification. Any use of RMU, by the subscriber, after such notice, constitutes acceptance of the same.

Signature: _____

Date: _____

Desired
Start Date: _____