



Computer Order Form

Name of Applicant _____ Email _____

Billing Address _____ State _____ Zip _____

Home # _____ Work# _____ Cell# _____

Computer Model _____ Price \$ _____ Purchase__ Lease *1y__ *2y__

Early cancellation fees apply. Pay off is determined by the number of remaining months in contract times the monthly rate plus \$100. Priced base on 24 month contract

Current Pkg _____ DSL User Name _____

Dial-up User Name _____ Dial-up Modem: **Y/N**

Setup Email account on new PC Email Address: **Y/N** Owns Router: **Y/N** Purchase Router: **Y/N**

Additional Setup \$85/hour

Bringing Old PC **Y/N** Internet Favorites **Y/N** My Documents **Y/N** Email Address Book **Y/N** Configure Router **Y/N**

Amount Due

Equipment Purchase	_____
Equipment Lease	_____
Downpayment	_____
1st month lease	_____
Home Delivery Fee	_____
Additional Equipment	_____
Subtotal	\$ _____
+5.5% Tax	\$ _____
= Total Amount Due	\$ _____
- Fees Collected	- \$ _____
Balance Due	\$ _____

**\$85.00 Home Delivery Fee
Set up and Connected to
Home Internet**

I agree to the customer Terms of Service **Y/N**

Payment Method

Visa/MasterCard or Check# _____ Card Number _____ Exp Date __/__/__

Name on Card _____ CVC# _____

What office do you want to pick up your computer at: Ashland__ Cable__ Hayward__

Subscriber Signature _____ Date __/__/__

Office Use Only SO# _____ CSR _____ Credit _____

*Special order lease to purchase only applies to "A" credit customers

Norvado

Norvado Computer Customer Agreement

Norvado High Speed Service. This Service Agreement (“Agreement”) states the terms and conditions under which Norvado will provide the Service to the Customer. The Terms of Service are set forth below and also include the Acceptable Use Policy and Privacy Policy, which are available on the Norvado website <http://www.norvado.com>, (“Documents”). By using the Service, Customer agrees to be bound by the terms of this Agreement and therefore the Customer should take time to read and understand them completely.

1. Equipment Needs for Provision of the Service

To use the Service, Customer must have a personal computer, a network interface, a modem and software.

1.1 Computer Equipment: As part of the two-year Agreement with Norvado, Customer will be provided with a Dell PC and High Speed modem configured for using the Service. Any questions concerning third-party hardware should be directed to the manufacturer of that hardware product unless Customer believes the problem is related to the installation of the Service.

1.2 Software: At the time of installation of the Service, Norvado may provide Customer with common third-party software (a browser and plug-ins) to enable and enhance the Service. Norvado does not support third-party software. If Customer has any questions concerning third-party software, Customer should contact the software manufacturer directly.

2. General Subscriber Responsibilities

Norvado requires that Customer complies with the terms of Norvado’ Acceptable Use Policy. A copy of the Acceptable Use Policy can be found on the website located at <http://www.norvado.com>.

3. Monitoring The Services and Privacy

Norvado is concerned with issues of privacy. Norvado has no obligation to monitor content. However, Customer agrees that Norvado has the right to monitor the Service from time to time in accordance with its Privacy Policy. A copy of the Privacy Policy can be found on the website located at <http://www.norvado.com>.

4. Customer Payment Obligations

4.1 Billing Information: Customer agrees to provide Norvado with accurate and complete billing information including company name, if applicable, legal name, address and telephone numbers. Any changes to this information must be reported to Norvado within 30 days of the change.

4.2 Monthly Service Fees:Norvado will bill Customer a standard monthly fee for the Service. Customer agrees to pay the bill by its due date. In addition, Customer agrees to pay all applicable taxes. Norvado may change the amount of the standard monthly fee upon thirty (30) days written notice after the expiration of the initial two-year agreement.

4.3 Installation Fees:Norvado will charge Customer a one-time installation fee of \$120.00. This installation fee is non-refundable.

4.4 Early Termination Charges:Customer agrees to pay an early termination charge of the price per month for each remaining month plus an additional \$100.00 for the initial two-year service agreement in the event of service cancellation within the first 24 months.

4.5 Late Fees, Collections Expenses and Termination for Unpaid Balances:If Customer's payments are not current Norvado may impose a late fee or the Service may be disconnected without notice. Customer will also be liable to pay Norvado for all attorneys' fees, collection fees or other expenses arising from efforts to collect any unpaid balances on Customer's Account.

4.6. Charges for Online Services or Internet Transactions:Through use of the Service, Customer may access certain information, products, and services of others, for which there is a charge. Customer agrees that Customer is solely responsible for all fees or charges for these on-line services, products or information.

4.7 Reporting a Billing Error:Customer agrees to contact Norvado Customer Service within 60 days of the invoice if the customer believes Norvado has made a billing error. Refunds, credits or adjustments will not be given for any charges which are more than 60 days old.

5. Disclaimer of Warranties and Limitation of Liability

5.1 No Warranty:CUSTOMER AGREES THAT CUSTOMER USES THE SERVICE AND ANY SOFTWARE AND EQUIPMENT SUPPLIED BY Norvado AT CUSTOMER'S SOLE RISK. THE SERVICE AND Norvado EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS," WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. Norvado DOES NOT WARRANT UNINTERRUPTED USE OF SERVICE. Norvado DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORVADO DOES NOT WARRANT THAT ANY DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER.

5.2 Limitation of Liability/Exclusive Remedy: Norvado's entire liability and Customer's exclusive remedy with respect to the use of the Service or its software and equipment or any breach by Norvado of any obligation Norvado may have under this agreement shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective software or equipment. In no event shall Norvado's liability to Customer for any claims arising out of this Agreement exceed the amount paid by Customer to access and use the Service for a three month period.

IN NO EVENT SHALL Norvado BE LIABLE FOR ANY BREACH OF WARRANTY, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES WITH REGARD TO THE INSTALLATION, OUTAGE, MAINTENANCE, USE, FAILURE OR REMOVAL OF THE SERVICE.

5.3 Third-Party Sites Norvado's Service provides access to third-party sites, some of which allow for the purchase of goods and services. Customer understands that Norvado does not operate or control the products or services offered by these sites and that Norvado is not a party to the transactions being entered into. Customer agrees that use of third-party sites is AT CUSTOMER'S SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY NORVADO, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, UNDER NO CIRCUMSTANCES IS NORVADO OR ITS AFFILIATES LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN THE CUSTOMER AND THESE SITES OR FOR ANY INFORMATION APPEARING ON THESE SITES OR ANY SITE LINKED TO A NORVADO SITE.

5.4 Right of Entry and Damage to Customer's Home or Business Computer during Installation: Customer agrees to permit Norvado to enter Customer's home and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide the Service. Norvado will not enter Customer's home to install or repair Customer's cable system unless an adult is present in Customer's home at the time of the service call. Norvado shall not be liable for any damage, loss or destruction to Customer's home or Customer's computer equipment during installation, including but not limited to any damage to, or loss or destruction of, any hardware, software, files or data.

5.5 Damage to Equipment Owned by Norvado: All equipment provided by Norvado shall remain its sole property throughout the term of this Agreement. Customer agrees that Customer will not sell, transfer, lease, assign or otherwise encumber any equipment leased by Norvado to Customer. Customer agrees to pay the full retail cost for the repair or replacement of any lost, stolen, damaged or unreturned Equipment, together with any costs incurred by Norvado in obtaining or attempting to regain possession of leased equipment.

5.6 If files are to be transferred from a computer owned by the customer: You understand and agree that prior to contacting or allowing Norvado to retrieve files from

your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that Norvado shall not be responsible under any circumstance for any loss or corruption of data and/or software.

5.7 Force Majeure: Customer agrees that Norvado will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

6. Indemnification

Customer agrees to not hold Norvado liable for any claims brought against Norvado related to Customer's use of the Service or the violation of the Acceptable Use Policy or the Privacy Policy. Customer agrees to pay any attorneys' fees incurred by Norvado in bringing any action related to the Service or a breach of the terms of this Agreement.

7. Termination of NorvadoService

7.1 Customer's Right to Terminate the Service:Customer may terminate the Service at any time by calling Customer's local customer service department. Upon termination, Customer agrees to pay any outstanding account balance and Customer will return any leased equipment to Norvado within thirty (30) days of termination of account. If Customer does not return leased equipment within thirty (30) days of the date of termination of Customer's account, Norvado will add a charge to Customer's account balance for the full retail value of the leased equipment, which Customer failed to return.

7.2 NorvadoRight to Terminate the Service:Norvado may terminate or disconnect the Service at any time without prior notice if Norvado believes in its sole discretion that Customer has:

- (a) Failed to pay Customer's bill when due. If Customer is disconnected for failure to pay, Customer may be charged a disconnection and/or a reconnection fee.
- (b) Violated the Acceptable Use Policy;
- (c) Violated the Privacy Policy;
- (d) Violated any other provision of this Service Agreement.

7.3 Rights upon Termination:In the event that Customer's account is terminated or cancelled, no refund, including any fees Customer paid to Norvado, will be granted. Moreover, Norvado will not be responsible for the return of data stored on our servers, such as web and e-mail servers. Customer agrees that Norvado has no obligation to visit Customer's home upon termination to reconfigure Customer's computer.

8. Miscellaneous

8.1 Entire AgreementThis Agreement and the schedules and documents referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

8.2 No Rights or Remedies for Third Parties:This Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Norvado.

8.3 Governing Law:This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the State of Wisconsin, without regard to conflicts law provisions. Customer agrees that the federal and state courts of Wisconsin alone have jurisdiction over all disputes arising under this Agreement and Customer consents to personal jurisdiction of those courts.

8.4 Severability:If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permitted by law.

8.5 Changes to the Agreement:Norvado shall have the right to change, amend, alter, or modify this Agreement. Norvado Customer agree to notify any change either by posting that change on Norvado's website located at <http://www.norvado.com>, by sending Customer an e-mail or by U.S. mail. The Customer's continued use of the Service shall be deemed acceptance of all modifications.

8.6 No Assignment:Customer may not assign this Agreement or Customer's rights or obligations under this Agreement without Norvado's prior written consent.

8.7 Waiver:Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

8.8 Contact Information:If Customer has a problem with the Service, Customer may contact Norvado's Customer service which can be located using our website at <http://www.norvado.com>