City of Norway

P.O. Box 99 • 915 Main Street • Norway, Michigan 49870-0099 • Phone 906-563-9961 • Fax 906-563-7502

Residential High-Speed Local Cable Internet Access
All Packages include FREE professional installation by the City of Norway
For Static IP, must pay $5.00 monthly fee

Monthly Fees:		City/Township
☐ **Basic Internet:**	**1.5mg down/512 kb up**	**$32.00month/$34.00month**
☐ **Tier IR1:**	**10mg down/1mg up**	**$42.00month/$44.00month**
☐ **Tier IR2:**	**20mg down/2mg up**	**$52.00month/$54.00month**
☐ **Tier IR3:**	**30mg down/3mg up**	**$62.00month/$64.00month**
☐ **Tier IR4:**	**50mg down/5mg up**	**$82.00month/$84.00month**

City of Norway
P.O. Box 99
Norway, MI 49870
(906) 563-9961
Monthly charges will reflect on your utility bill

NAME: _____ Contact Person (if business): _____

ADDRESS: _____

PHONE: _____-_____-_____ DATE: _____/_____/_____

SIGNATURE: _____

The City of Norway is an Equal Opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Ave., S.W., Washington, DC 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov

RESIDENTIAL/COMMERCIAL AGREEMENT: CABLE INTERNET ACCESS

1. SERVICE:
   a. The City of Norway (the "City"), will supply a non-transferable, non-exclusive, limited license to access the Internet for (1), single computer connection in your home. The City will supply, at a cost reflected in the connection and monthly recurring fee, one (1) cable outlet for a separate cable connection to your PC, one (1) cable modem, the connection between the modem and your PC, and certain software consisting of a single user electronic mail account a web browser, and TCP/IP software, if deemed necessary. A "Network Interface" card may be supplied at an additional cost. As a result, the user will receive a single IP connection.
   b. The above services, including any hardware and software specifications, may be increased if pertaining to commercial use.
   c. No conditions, terms, warranties, or representation other than as specifically set forth in this "Agreement" shall be binding on the City.

2. GENERAL SUBSCRIBER OBLIGATIONS:
   a. You are signing this "Agreement" on behalf of yourself and any person who may access the Internet through the City either through your cable outlet or under your screen name. You take full responsibility in ensuring that all other users comply with the terms of this Agreement. You hold sole responsibility for the full access and use of the Connection by methods of your own personal equipment, regardless of whether you have knowledge of or authorized such access or use. All charges and conduct incurred will be your sole responsibility, either authorized or not, until you inform the City of any breach of security.
   b. You warrant, or are properly represented, that you are at least 18 years of age. You acknowledge that you are held responsible for providing adult supervision to those persons accessing the Connection with your discretion. The Connection is not intended as a means for those individuals, under the age of 18, to access material that is prohibited by law to be sent or seen, including any deemed indecent or obscene.
   c. The Connection is provided to you at your residence, or commercial setting. You may not transfer your subscription, rights, and/or obligations under this Agreement to any other person beside yourself or to a new residence.
   d. The Connection may be used for lawful purposes only. Prohibited is the transmission of any material in violation of any state, or federal regulation or statue. You agree to hold full responsibility for any claims resulting from your use of the Connection. You also acknowledge that you are solely responsible for all activities conducted through your account. The City absolutely prohibits the posting or transfer, through the Connection, of all obscene or offensive material. In lieu of the "Digital Millennium Copyright Act," you acknowledge that the City may be required to release identifying information about you in connection with an infringement of copyrighted materials. You expressly acknowledge that you will not transfer or post such materials on the Connection, and that you are fully responsible for any and all activities conducted through your account.

3. REQUIREMENTS FOR "PC EQUIPMENT:
   a. As a minimum, you must supply the following PC equipment and software requirements listed below:
      i. PC Equipment Requirements:
         Network Interface Compatible Microsoft Windows 95, or 3 x: TCP/IP Stack supporting DHCP addressing 486; DX50 processor or greater; 16MB of RAM; and 30MB of free hard drive disk space.
      ii. Macintosh Equipment Requirements:
         Network Interface Compatible Mac System 7.1+; Open Transport enabled 68030 processor, or Power PC; 16MB of RAM; and 30MB of free hard drive disk space.

4. MONETARY TERMS:
   a. You agree to pay a connection fee and a monthly recurring charge for the connection. The schedule of fees and charges is set forth in the City of Norway Internet Connection pamphlet which is incorporated in this agreement. You agree to pay all necessary local, state, and/or federal taxes, or fees as a result of the Connection. If your use requires reconnection, the City of Norway reserves the right to charge you appropriately.
   b. The City of Norway reserves the right to change the amount of charges periodically at its discretion upon reasonable notice to you. This reasonable notice may come to you in means of an email, and your use of the Connection after such a notice is your acceptance of this modification.

   c. Installation fees are due at the time of the following incoming cable bill, which will reflect such connection fees appropriately. All other monthly and/or incurring charges will also reflect on the following incoming cable bills as well. Failure to pay all bills will result in the same consequences as failure-to-pay other city services.

d. You may access online, through the Connection, any information, services, and/or products not supported by the City in which a charge is incurred.

You do agree to, however, any and all such charges as being those of your sole responsibility, and not the responsibility of the City.

You also agree that you are solely and wholly responsible for protecting the security of any personal information, including but not limited to, your credit card information, your Social Security card information, your banking information in way of account numbers, and the like; and any other highly sensitive information that can be used for any unwanted, unauthorized, or unlawful Internet based transactions.

5. INSTALLATION AND ACCESS:
   a. When hardware or software components are added and or modified on your PC, you fully understand that such additions may alter system files. The City does not guarantee that such additions will not disrupt normal operations of the PC or cause loss of files. Back-ups of all files prior to installation is recommended.
   b. The City will provide one (1) or more installation visits with you as deemed necessary. You must be present at the time of installation and grant the City reasonable access to the premises to inspect, repair, and maintain the City's equipment. The City will only provide the following at time of installation:
      (a) Verification of Internet connection of (1) PC

If for any reason your PC does not meet the minimum requirements or has other issues that would deter it from functioning correctly on the Internet (including but not limited to viruses, spyware, or software corruption) the City reserves the right to charge $40.00 per hour after the initial 1 hour allotted time for PC setup. You agree to return the equipment or provide the City with access to your premises to remove the equipment upon terminating your Connection.

6. PERFORMANCE AND SERVICE:
   a. To ensure that the Connection is available to you twenty-four (24) hours a day, seven (7) days a week, the City will take all reasonable measures to do so. If an outage condition is known about in advance which will provide an interruption of Service, the City will attempt to notify you with an email. You fully understand that the Connection will be unavailable to you at certain unforeseen intervals of time as a result of scheduled or unscheduled maintenance, technical difficulties, or the like. The temporary availability of the Connection does not warrant a breach of contract with the City, or failure of the City to perform its obligation under this Agreement.
   b. The City will take all reasonable efforts to ensure appropriate bandwidth at all times for all users. The City, however, is not guaranteeing a certain amount of bandwidths.

7. SUPPORT:
   a. Support will be provided to you through the City of Norway as conditions set forth by them. The City is responsible for the Connection only up to the point of their equipment. To determine this check the "Online" light on the cable modem. If NOT solid then please contact the City at 563-9961 ext. 200. The hours of operation are Monday through Friday 8:00 am to 5:00 pm. If the light IS solid but your Internet connection is still not working or you have a PC issue that is hampering its use the City recommends contacting a local computer technician.

8. USE OF EQUIPMENT AND SOFTWARE:
   a. The cable modem shall at all time remain the property of the City and it must be returned to the City upon termination of the Connection in good condition. You agree not to move, relocate, alter, sell, lease, assign, or all-in-all tamper with the cable modem in any way, shape, or form. You also agree to take reasonable care to avoid damaging it, otherwise paying the City replacement cost for the modem, as they deem necessary if it is not returned to them in a state that it was brought to you.
   b. The City grants you a non-exclusive, limited license to use the software provided and installed by the City for use in the Connection. The license shall be revoked upon termination of the Connection.
   c. The Network Interface card installed under this Agreement shall become your property and the City will not remove it from your PC after termination of the Connection.

9. CUSTOMER USE:
   a. The Connection is a cable programming service for personal use, thus you agree not to redistribute or resell access to the Connection in anyway whatsoever.

b. You agree not to modify, alter, or otherwise tamper with the IP connection or those of any other IP connections on th Network. The IP connection will be that of the City's upon termination of the Connection.
c. You are in agreement of not using any aspects of the Connection for any illegal operations, such as: unauthorized access to any computer systems, software, data, and the like, or disrupt the Connection in way of other customers or the network. You also agree not to copy, distribute, or sublicense any software provided by the City.

10. CUSTOMER PRIVACY:
    a. The subscriber privacy provision of the "1984 Cable Act" protects your privacy interests, including access to personalization information to third (3rd) parties.

Your certified rights under this act and of the "High Speed Data and Internet Access Service's" privacy practices are described below.

11. LIMITATION OF LIABILITY: NO WARRANTIES:
    a. Damage to your PC: The City assumes no responsibility for any sort of damage whatsoever to your PC.
    b. No Liability for Content: You are in agreement that the City does not exercise any control over the independent content providers in which you access through the Connection. The City also assumes no responsibility pertaining to the accuracy or the quality of information accessed through the Connection. The City also assumes no responsibility pertaining to the preview of content, editorial control, endorsement of any information or the like, or online content of such material accessed through the Connection. All content accessed through the Connection is taken at your own risk or the risk of those you have authorized. The City assumes no responsibility / liability for any claims, losses, actions, damages, and the sort stemming from the access of certain information through the Connection.
    c. Software / Files and/or Data: You are in agreement that the City accepts no liability whatsoever pertaining to the destruction, damage, or loss of software files and/or due to the use of the Connection, including the installation, maintenance, or removal of any aspects of the Connection, pertaining to any software or hardware.
    d. No Limitation / Warranties of Liability: The City will not be held liable for any losses or damages incurred whatsoever pertaining to the installation, removal, use, maintenance, or failure of the Connection or any of its components.
    e. No Liability for Unauthorized Access: All private information passing through the City's network will remain strictly confidential except in cases pertaining to those described in section J;1. You are in understanding, however, that the network, Connection, and the Internet are not secure in the way of other third (3rd) parties monitoring your traffic. The City assumes no responsibility / liability for such traffic monitoring by third (3rd) parties, nor such responsibility / liability parties gaining access to your PC. Failing to assume proper measures to safeguard against unauthorized access of your PC by third (3rd) parties may result in termination of your Connection.
    f. No Liability for Viruses: The City assumes no responsibility or liability that any software installed on your PC or downloaded from the Internet, online service provider, or any other data provider including the City will not be free of viruses or any other damaging likes.
    g. No Liability for Parental Empowerment Tools: The City assumes no responsibility or liability for the effectiveness of parental empowerment tools.

12. INFRINGEMENT:
    a. The City assumes no liability whatsoever for losses, claims, expenses, and the like brought on about the allegations, claims, suites, and the like, as a result of the use of equipment or services by you or third (3rd) party to access copyright, patent, trademark, trade secrete, or other industrial or intellectual property rights or contractual rights of any third (3rd) party.

13. TERMINATION:
    a. You may terminate this Agreement at any time.

I hereby understand and will abide by all conditions and terms as stated in this Agreement and thus, I am authorizing the installation of the Connection.

NAME (print):_____

SIGNATURE:_____ DATE:_____/_____/_____