



# WILDBLUE

High-speed Internet. Out of the blue.®

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## WILDBLUE TERMS AND CONDITIONS

### INSTALLATION

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#### STANDARD INSTALLATION

To be eligible for a standard installation, you must have a clear line of sight from your roof to the satellite (in the southern sky) and it includes:

- Connecting the satellite modem to your computer
- A wall or roof mount for the satellite dish; if neither a wall or roof mount meets our minimum standards, then a pole mount within 100ft of the house will be included as part of the standard installation
- Up to 100ft of dual coaxial cable through **1** exterior wall to **1** computer

#### NON-STANDARD INSTALLATION OR A POLE MOUNT

In some cases, there are additional charges for nonstandard installations. Reasons can include:

- Mounting on a second-story section of your home
- Running cable through an attic or crawl space, or interior wall drops
- If your view of the southern sky is obstructed or you have a metal or clay roof, shake shingles, or a mobile home of any kind, and the standard pole mount within 100ft of your home does not meet our minimum standards, the installation may require a non-standard pole mount
- Additional charges will apply for customer requested installation that does not qualify as a standard installation
- Any additional charges that you agree to after the installer has done a site survey and are payable to the installer at the time of your installation

### BILLING/CONTRACT

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#### BILLING

- Submitting your order for WildBlue service today will result in an automatic one-time \$99.95 account activation fee charged to the payment method you provide
- Each month, you will receive a bill sent via email only and the amount will be automatically charged to the payment method we have on file
- Once activated, after 12 months of free FSecure anti-virus protection, you will automatically be charged \$2.95 per month, unless you notify WildBlue to cancel this service (you are required to have anti-virus protection at all times)

At the time of installation, your credit card or bank account will be charged:

- A monthly service fee for the first prorated month, plus your first full month of service
- A one-time \$24.95 shipping & handling fee plus taxes
- For the lease fee program you select. You may select one of two options:
  - PRE-PAID LEASE  
To pay for the full 24-month equipment lease at the time of installation, you will be charged \$99.95. This saves you the equivalent of 7 months of lease fees over the 24-month term
  - MONTHLY LEASE  
To pay your lease fee monthly, you will be charged \$5.95 per month

#### CANCEL

- All Wildblue equipment, except for the dish, must be returned, otherwise, you will be charged the full cost of the equipment (\$150 for the modem and \$150 for the TRIA)
- If your order is not installed within 45 days from today, your order will automatically be cancelled

#### CONTRACT

- Our customer agreement is electronic and signed online at the time of installation
- At the time of installation, you must be present and be able to provide the last 4 digits of your payment method.
- If you cannot be present at the time of installation, someone who is at least 18 years old and who is authorized to act on your behalf to sign the customer agreement, and all other required paperwork, must be present
- Your minimum service term & WildBlue equipment limited warranty is for 24 months from the date of installation
- If you disconnect your service, your payment method on file will be charged an early termination fee, equal to \$15 per month for each month remaining on your service term
- In the event you disconnect your WildBlue service, you are required to ship all leased equipment to WildBlue within 20 days. Failure to do so will result in unreturned equipment fees of up to \$300 that will be applied to the payment method on file

### UP TO SPEEDS AND SYSTEM LIMITATIONS

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#### "UP TO" SPEEDS

- Advertised speeds for the service are "up to" and are not guaranteed
- Inclement weather, time of day, and the number of simultaneous users on the network may affect your speeds
- The configuration of your computer, as well as the number and type of applications running on your computer may also affect your speed
- For the quickest web page-loading times, please install the WildBlue Optimizer

#### SYSTEM LIMITATIONS

- Our service **does not work** with Voice Over Internet Protocol (VOIP, e.g. Vonage)
- Our services do not work well or may not work at all with Virtual Private Networks (VPN), Remote Computer Access, or certain kinds of high speed interactive Online Gaming (e.g. XBOX Live)

### FAIR ACCESS POLICY

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- To ensure that all WildBlue customers have equitable access to the WildBlue network; WildBlue's Fair Access Policy (FAP) limits the amount of data that you can send and receive using the WildBlue service in a rolling 30-day period before your speeds are slowed
- Each service package has its usage thresholds for uploading and downloading within a rolling 30-day period
- If you have exceeded a threshold, your speeds will be slowed
- After your data usage in the prior 30 days falls below 70% of the thresholds, your speeds will be restored
- For a detailed explanation of the WildBlue Fair Access Policy go to <http://wildblue.com/legal>