



Date: / /

COMMERCIAL AGREEMENT

CUSTOMER INFORMATION		ADDITIONAL INFORMATION	
Company Name:		Telephone:	
		Cell:	
		Email:	
BILLING ADDRESS		SERVICE ADDRESS	
BILLING INFORMATION		SERVICE TYPE	
Cash/Check <input type="checkbox"/>			
Pay Pal <input type="checkbox"/> Acct#			
Visa/Master Card <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/>			
Card#:			
Exp. Date:		CCV:	
Special Instructions:			
Installation Notes:		Service Start Date / /	
		Point to Point Wireless Fiber Replacement Quotes on Request	
CUSTOMER ORDER INFORMATION			
Customer Order	Cost	Order Notes	
Setup & Installation Fee			
First Months Service			
Public IP Addresses			
Misc.			
Grand Total			
Name/Title		Payments Received:	Sales Agent Name/ID#
_____		<input type="checkbox"/> Setup & Installation Fee	_____
Signature/Date		<input type="checkbox"/> First Months Service	Sales Agent Signature
_____		<input type="checkbox"/> _____	_____
I have read and agree to the Terms and Conditions as set forth in this Agreement			

Terms and Conditions

Introduction

("Last Mile Communications Ltd. D/B/A Bahamas WiMAX and/or its Subsidiaries") provides certain internet services ("the Services") through Bahamas WiMAX Network. Any user who wishes to use the Services ("Customer") agrees to be bound by these terms and conditions of use ("Terms and Conditions"), Bahamas WiMAX acceptable use policy ("Acceptable Use Policy" or "aup") located at <http://www.BahamasWiMax.com>, and other policies, all of which are subject to change from time to time. If you do not agree to the Terms and Conditions, aup or other policies, including future revisions, you may not use these Services, and if you are a current Customer you must terminate your use of the Services immediately. Any future revisions to these Terms and Conditions, aup, or other policies will be posted on Bahamas WiMAX website at <http://www.BahamasWiMax.com>

Equipment and Services

Customer must be at least 18 years old. Customer shall be responsible for obtaining and maintaining any equipment needed to access, connect to, or use the Services. Services provided by Bahamas WiMAX are for the sole use of the Customer and not resale of any kind without prior written consent of Bahamas WiMAX which may be given at Bahamas WiMAX sole discretion. In the event the Customer attempts to resell the Services, Bahamas WiMAX may, at its sole discretion, increase the fees associated with Services, or terminate the Services. Bahamas WiMax retains ownership of all transmission equipment installed on the customer premise.

Initial _____

Billing

Customer agrees to pay all charges to Customer's account, including applicable taxes and charges to recover taxes paid, in accordance with billing terms in effect at the time the fee or charge becomes payable. Customer agrees to provide Bahamas WiMAX with accurate and complete billing information, including Customer's legal name, address telephone number and credit card information. Customer agrees to report to Bahamas WiMAX all changes to this information within thirty (30) days of any change, including any change in the expiration date of Customer's credit card. Customer agrees to pay an order-processing fee at time of acceptance. This fee will be applied toward Customer's subsequent billings. The recurring monthly fee is due and payable in advance of the first day of each monthly billing period for which the Customer has purchased Services, with the first payment due and payable on the activation date of the Services. Customer agrees to pay a fee for processing unpaid checks or rejected credit cards. Monthly fees are non refundable. The initial payment may include non-recurring installation charges, including, but not limited to, equipment, inside wiring and installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of Bahamas WiMAX. If payment is not received by Bahamas WiMAX within five (5) days from the date payment is due, a Customer's account is considered delinquent and Customer will be subject to a late payment fee of 1.5% per month on the outstanding balance on Customer's account or \$15 dollars, whichever is greater (not to exceed the maximum rate permitted by law). Customer is also responsible for all attorney and collection fees arising from Bahamas WiMAX efforts to collect any unpaid balance. **A reconnection fee of \$50 may apply. Cancellation Fee of \$800 if canceled before 6 months of service will apply, after 6 Months the balance of the contract will serve as a cancellation fee.**

Initial _____

Intended Use and Monitoring of the Services

Customer agrees not to use the Services in a manner prohibited by any Bahamian or International law or regulation. While Bahamas WiMAX is under no obligation to monitor the Services, Bahamas WiMAX may do so from time to time and Bahamas WiMAX may disclose information regarding Customer's use of the Services for any reason and in its sole discretion in order to satisfy applicable laws, regulations, governmental requests, or in order to operate and deliver the Services in an effective manner. Bahamas WiMAX may immediately remove from its servers any materials or information in whole or in part, which Bahamas WiMAX, in its sole and absolute discretion, determine to infringe another's proprietary rights or to violate Bahamas WiMAX Acceptable Use Policy.

Initial _____

Customer Privacy

Bahamas WiMAX agrees to comply with the terms of Bahamas WiMAX Privacy Policy as set forth on Bahamas WiMAX Website at <http://www.BahamasWiMax.com/privacy.html>, as may be amended from time to time.

IP Address

IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by Bahamas WiMAX.

Term and Cancellation

Customer agrees to use and pay for Services for the duration of the period agreed to when Customer places an order for Services (the "Initial Term"). Customer may terminate the Services at the end of the Initial Term or at any time during any successive term by providing not less than (30) days written notice to Bahamas WiMAX. Termination notice must be sent to:

Bahamas WiMAX	Or you may call Bahamas WiMAX
Attn. I.S.P. Department	Nassau 242-676-2368
P.O. Box AB20162	Abaco 242-367-3717
Marsh Harbour, Abaco, Bahamas	

DISCLAIMER OF WARRANTIES

THE SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BAHAMAS WIMAX MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES OR ANY MERCHANDISE, INFORMATION OR SERVICES PROVIDED BY THE INTERNET GENERALLY. THE INTERNET CONTAINS UNEDITED MATERIALS WHICH MAY BE SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO THE CUSTOMER OR OTHERS ACCESSING THE SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT BAHAMAS WIMAX EXERCISES NO CONTROL OVER THE NATURE, CONTENT, OR RELIABILITY OF THE INFORMATION AND/OR DATA PASSING THROUGH ITS NETWORK. CUSTOMER ASSUMES FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND IS SOLELY RESPONSIBLE FOR EVALUATING THE COMPLETENESS AND ACCURACY OF ANY INFORMATION. IN ADDITION, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BAHAMAS WIMAX, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THE USE OF ANY INFORMATION AND/OR DATA OBTAINED FROM OR THROUGH SERVICES PROVIDED BY BAHAMAS WIMAX, INCLUDING EMAIL AND WEBHOSTING, WILL BE AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT BAHAMAS WIMAX PROVIDES NO WARRANTY FOR ANY ERRORS OR INTERRUPTION IN THE INSTALLATION PROCESS OR IN PROVIDING THE SERVICES WHETHER WITHIN OR OUTSIDE THE CONTROL OF BAHAMAS WIMAX, OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL BAHAMAS WIMAX BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR THE INABILITY TO USE THESE SERVICES OR FROM ANY RESULTING LOSS OF CUSTOMER'S OR THIRD PARTY'S DATA. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BAHAMAS WIMAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BAHAMAS WIMAX LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. BAHAMAS WIMAX RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER AT ANY TIME WITH OR WITHOUT CAUSE.

Customer Complaint Resolution

In order to resolve a complaint regarding the Services or to receive further information regarding the use of the Services, Customer agrees to first contact Bahamas WiMAX.

Bahamas WiMAX	Or you may call Bahamas WiMAX
Attn. I.S.P. Department	Nassau 242-676-2368
P.O. Box AB20162	Abaco 242-367-3717
Marsh Harbour, Abaco, Bahamas	

Additional Terms and Conditions

Bahamas WiMAX may, from time to time, send e mail messages or other forms of communication to Customer containing advertisements, promotions etc. which may be offered by third parties. Bahamas WiMAX makes no representation or warranty with respect to the content of any such third party communications or goods or services which may be obtained in response to such communications and Customer agrees that Bahamas WiMAX shall not have any liability with respect thereto, nor shall any such messages amend the Terms and Conditions unless specifically agreed to in writing by Bahamas WiMAX. Bahamas WiMAX inclusion of links to any websites is provided for Customer convenience only and Bahamas WiMAX is not responsible for any content on such websites. Bahamas WiMAX inclusion of links to such website does not imply any endorsement of the material on such websites or any association with their operators.

Entire Agreement

These Terms and Conditions, the aup, the Privacy Policy and other policies contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. The Terms and Conditions may be modified at any time by Bahamas WiMAX and the latest version of the Terms and Conditions may be found at <http://www.BahamasWiMax.com>. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative hearings based upon or relation to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Assignment and Successors in Interest

All Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specifically stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of Customer shall be assigned or delegated without prior written consent of Bahamas WiMAX. Any unauthorized assignment or delegation shall be null and void.

Venue/Choice of Law

These Terms and Conditions, the aup and other policies shall be construed in accordance with the laws of the Common Wealth of The Bahamas. In the event of any dispute, the parties submit to the personal jurisdiction of The Bahamas.

Severability

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions, the aup, or other policies (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of which will remain in full force and effect.

Indemnification

Customer shall indemnify, defend and hold Bahamas WiMAX harmless against any and all claims, losses, damages and liabilities and expenses, including reasonable attorney fees, sustained by Bahamas WiMAX resulting from, arising out of, or connected with the use or misuse of the Services by the Customer.