



MAC: _____ B _____ AP _____ Color Code _____ SM# _____ RSSI - _____

Customer information:

Customer Name: _____ Date: _____
 Customer Address: _____ Tel. Home: _____
 City: _____ State: _____ Zip: _____
 Email: _____ Tel. Other: _____

Mailing / Billing Information (if different from above):

Customer Name: _____ Tel. Home: _____
 Customer Address: _____ Tel. Other: _____
 City: _____ State: _____ Zip: _____

Price List:

One Time Setup Fee	\$
Prorated First Month Service Charge	\$
Additional Services/Equipment	
(A) Router (\$84.95 w/ NYAir Support)	\$
(B) Network Services	\$
(C) VOIP (\$29.95) MAC: _____	\$
Total Due on Completion of Installation	\$
Package Price	\$
Static IP Addresses (___ x \$10 each)	\$
Total Monthly	\$

We use the convenience of automatic billing. Simply complete the Credit Card Information section below and sign the form. All requested information is required. Upon approval, we will automatically bill your credit card for the amount indicated and your total charges will appear on your monthly credit card statement.

Payment Information (To be completed by merchant)

I authorize NYAir to automatically bill the card listed below as specified:

Amount: \$ _____ **Frequency:** Monthly **Start billing on:** ___ / ___ / ___ **End billing when:** Customer provides written cancellation

Credit Card Information (To be completed by customer) NYAir accepts: Visa, MasterCard, American Express & Discover

Credit card type: _____ Credit card number: _____ Expires: _____

Cardholder's name on card: _____ Cardholder's Zip code (required): _____

Customer's signature: _____ Date: ___ / ___ / ___

NYAir Equipment, Service and Installation Fee Agreement

Current Pricing:

Home Packages	Basic	Express	Premium
Monthly subscription	\$44.95	\$49.95	\$54.95
IP Address	Dynamic	Dynamic	Dynamic
Download/Upload speed (up to)	1 Mbps/384 Kbps	1.5 Mbps/ 512Kbps	2 Mbps/768 Kbps

Business Packages	Level 1	Static IP	Custom
Monthly subscription	\$64.95	\$10	Please
IP Address	Dynamic	Static	Call for
Download/Upload speed (up to)	2 Mbps/768 Kbps		Custom Plans

Installation Checklist

- This installation is a standard installation with no additional cost.
- This installation is a non-standard installation. See below for additional installation charges.

Additional Labor and Materials Costs

Labor: Hrs. _____ @ \$ _____ per hour billed in ½ hour increments:	\$ _____
Materials:	
	Taxes: \$ _____
Total Additional Labor and Materials Costs: \$ _____	

Standard Installation: Equipment mounted not higher than 24' and up to 100' of Cat5 cable. Cable is run from NYAir Equipment through a single outside wall and terminates at router. A Non-Standard Installation may occur due to the height of mounting equipment, additional equipment needed, and/or additional difficulty assessed by the technician at the time of install. **Written approval to begin the work, by the Customer is mandatory along with payment upon completion.**

- I am the owner of the installation premises, or I have the owner's consent.
- I am at least 18 years of age and authorize the premises work.
- The installer reviewed the installation plan with me prior to starting work.
- If applicable, I agree to pay for additional labor and materials as outlined above.
- I have read and received a copy of the NYAir Customer Agreement: Terms and Conditions.

BY SIGNING BELOW, I AGREE TO THE ABOVE STATEMENTS. I ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THE CUSTOMER AGREEMENT AND I HAVE BEEN PROVIDED A COPY OF THE CUSTOMER AGREEMENT.

(CUSTOMER'S NAME)

(DATE)

(CUSTOMER'S SIGNATURE)

(DATE)

All Service Payments are Due at Beginning of Billing Cycle

Customer Agreement

207 Jefferson Heights, Catskill, NY 12414

Toll Free: (866) 787-3379

Local: (518) 966-4747

Welcome to the NYAir Community! This Customer Agreement (“Agreement”) describes the terms and conditions between You (“You,” “Your” or “Customer”) and Mid-Hudson Data Corp., a New York corporation, D.B.A. NYAir (“NYAir,” “We” or “Our”), for the services (“Service”) described herein. Please read this Agreement carefully, as it contains important contract rights and obligations between You and NYAir. This Agreement also incorporates NYAir’s Acceptable Use Policy (“AUP”). By signing this Agreement, You acknowledge that You have received, read and agreed to be bound by all the terms and conditions set forth in this Agreement with respect to Your use of the service.

Terms and Conditions

1. Service and Service Term

NYAir Service. For purposes of this Agreement, the term Service shall mean all NYAir Internet access service, including all software, equipment, features, products and services provided by NYAir to the Customer. The Service consists of a terrestrial wireless based Internet access service. The Service may not be available in all locations, even if initial testing showed that Your location was qualified. The Service provided by NYAir relies on the transmission of microwave radio waves. Radio interference may occur and affect the Service. NYAir reserves the right to cancel this agreement and remove and/or recover its equipment with no recourse toward NYAir if the Service is or becomes unavailable at Your location for any reason or if interference occurs and cannot be resolved. The Customer may not re-use, re-distribute, re-sell, or allow use of this Internet Service to any other person or entity. Misuse of Service may result in suspension or disconnection. NYAir may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.

Minimum Service Commitment. All NYAir service plans require a 12-month minimum service term (“Minimum Service Term”). If You terminate service prior to the expiration of Your Minimum Service Term (see above Price List), You will owe (and Your credit card, debit card or bank account may be charged) the Termination Fee as described below.

Length of Service and Renewal. The term of this Agreement commences on the date Your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by You or NYAir in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by You or NYAir in accordance with this Agreement.

Termination Fee. If You cancel Your order before installation, You will not be charged. If You cancel the Service after the installation, but before the completion of the Minimum Service Term, You will be charged a Termination Fee equal to the lesser amount of \$400 or the number of months remaining of Your Minimum Service Term multiplied by Your monthly fee.

2. Equipment and Installation

NYAir will supply connection equipment and The Customer must supply a suitable computer to access Your connection. Your computer must meet certain minimum requirements for operating the Service. The minimum requirements are for your computer to run an operating system that has an Ethernet interface, supports the TCP/IP protocol, has a processor 300MHz or faster, and at least 128MB or RAM. The Customer understands and agrees that the Service requires certain equipment that will be provided by NYAir or its designee such as an antenna and its components necessary for You to receive the Service inside and outside Your premises. It is the customer’s responsibility to make sure that all of the Customer’s Equipment is working properly and to troubleshoot and resolve problems with such equipment if it is not functioning properly. The Customer is provided with NYAir Equipment as part of its monthly subscriptions fees. It is the responsibility of NYAir to make sure that NYAir Equipment is working properly. NYAIR DOES NOT ASSUME ANY LIABILITY WHATSOEVER FOR ANY DAMAGE OR FAILURE TO CUSTOMER EQUIPMENT OR CUSTOMER’S INABILITY TO ACCESS OR USE THE SERVICE. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in the remainder of this Agreement.

NYAir alone will install and maintain NYAir’s equipment at Your house or business. The Customer authorizes NYAir and its employees, agents, contractors and representatives to enter Customer’s premises (the “Premises”) in order to install, maintain, inspect, and repair and if necessary, remove the NYAir Equipment. The equipment installed at the Customer’s site is the property of and will remain the property of NYAir. The Customer shall not open, alter, tamper with or move the NYAir Equipment. Access will be provided for NYAir to the equipment at any time by appointment. All such services will be conducted at a time agreed to by Customer.

What happens if the Customer must move? The Customer shall not relocate the NYAir Equipment as this may affect the Customer’s ability to receive Service. In the event the Customer elects to remove or move any NYAir Equipment, the Customer assumes all responsibility for any damage, personal or property, caused by such action. If the Customer decides to move locations, the Customer will contact NYAir for additional information concerning the procedures for transferring the NYAir Equipment and Service to the Customer’s new location. If the Service is not available to Customer at their new location, then the Agreement shall terminate and the Customer shall comply with the termination provisions of this Agreement. If the Service is available at the new location, upon request by the Customer and approval by NYAir, NYAir may relocate the NYAir Equipment to Customer’s new location at a time agreed to with the Customer. Customer acknowledges that Customer will be billed for the removal and reinstallation of the NYAir Equipment at NYAir’s then current hourly rates plus materials.

The Customer must make sure that installation of NYAir’s equipment is permitted. You represent that there are no legal, contractual or similar restrictions on the installation of NYAir Equipment in location(s) You have authorized. It is Your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners’ association rules, conditions and restrictions related to services provided in this Agreement. NYAir or its agents will install the NYAir Equipment. NYAIR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.

3. Payments and Fees

Monthly service fees, initial charges, and taxes. The Customer agrees to pay the monthly service fees as set forth in the current price list effective at the time of installation and as modified from time to time in accordance with this agreement. The Customer also agrees to pay any applicable taxes associated with the Service. You also agree to pay any activation, setup or minimum charges and other amounts incurred by You, or by users of Your account at the rates in effect at the start of the billing period in which those amounts are charged or incurred. Payment of the outstanding balance is due in full each month. The One Time Installation Fee, Additional Setup Fee, and the Prorate for 1st Month are non-refundable.

There will be an installation charge (“Setup Fee”) The installation charge, any additional installation equipment required plus applicable taxes agreed upon on the installation date as set forth in the Price List (see above), shall be paid at the time of installation or in accordance with NYAir’s then current billing policies.

Late Payments. If any payment due to NYAir is not received by NYAir before the next statement is issued, You may be charged a 5% late fee on unpaid balances. Service to Customer may be denied or discontinued without notice at any time in the event the Customer fails to make payment when due, Customer’s credit card provider denies or discontinues providing credit to Customer for any reason or Customer fails to provide NYAir with a new credit card expiration date before the existing one expires. In the event NYAir utilizes a collection agency or resorts to legal action to recover monies due, Customer will be liable to NYAir for all expenses incurred to recover such monies, including reasonable attorneys’ fees.

Payment Authorization. The Customer authorizes NYAir to charge Customer’s credit card or debit card (“Card Payment”), or initiate an electronic funds transfer out of Your bank account (“EFT Payment”) for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, You agree

that NYAir will bill Your monthly Service fee in advance, and such Service fee will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by NYAir.

Billing Errors. Subject to applicable law, Customer must notify NYAir of any billing errors or other requests for credit within 45 days of receiving the statement on which the error or problem appeared.

4. Modifications, Rights of Cancellation or Suspension

This Agreement may be modified at any time by NYAir. Upon notice published over the Service, We may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify You by e-mail, online via our website or other electronic notice. If You do not agree to such changes or additions, then You must terminate this Agreement and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes Your acceptance of such modifications.

The Service may be modified by NYAir. We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. If We undertake any of these changes, We may, but are not required to, notify You by e-mail, online via our website or other electronic notice. If You do not agree to such changes or additions, then You must terminate this Agreement and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes Your acceptance of such modifications.

You may terminate service. Subject to Your payment of the Termination Fee and the fee for Services for the full billing cycle in which the termination occurred, You may terminate this Agreement and discontinue the Service upon no less than 24 hours written or telephone notice to NYAir. All related charges and fees may be billed to Customer's credit card, debit card or electronic funds transfer out of Your bank account pursuant to Section 3.4.

Upon termination, NYAir will remove its equipment, which must be in good condition. The Customer is responsible for fulfilling their contractual obligations as set forth in this Agreement. Customer will permit NYAir and its employees, agents, contractors and representatives to access Customer's premises to remove the NYAir Equipment. The NYAir Equipment must be unopened and in good working condition, or You will be subject to a \$500 damaged equipment fee. If the Customer does not return to NYAir the NYAir Equipment, You will be charged a \$500 non-returned equipment fee.

NYAir may terminate service. NYAir may terminate this Agreement immediately should You violate any of the terms of this Agreement. We reserve the right in Our sole discretion to terminate Your account and this Agreement at any time or to suspend (with or without notice) or terminate access to use of the Service, in whole or in part. Customer will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of, or in connection with, such cancellation, termination or suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened or alleged) of this Agreement or of any law or legal obligation by You or any user of Your account.

5. Permitted Use, Conduct and Restrictions

The legal and acceptable uses for this Service. NYAir reserves the right to terminate immediately the Service and this Agreement if You knowingly or otherwise engage in any prohibited activity or if You use the NYAir Equipment or Service in a way that is contrary to any NYAir policy or any policy of a NYAir supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with NYAir's Acceptable Use Policy located at <http://NYAir.com/legal/aup.pdf> and is incorporated into this Agreement by reference. You do not own, or have any rights other than those expressly granted to You to a particular IP address, even if You have ordered a static IP address.

Customers may not resell NYAir's Service. Reselling the Service or otherwise making the Service available to anyone outside of Your residence (e.g. via WiFi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited, unless expressly permitted by NYAir. You agree not to use the Service for operation as an Internet service provider.

No Unauthorized Use of NYAir Equipment. Customer is strictly prohibited from opening, tampering, servicing, altering or modifying in any way the NYAir Equipment. Customer may not permit any other person to do the same who is not authorized by NYAir.

The security of Your computer is Your responsibility. Also, Internet access entails some security risks. You agree to take responsible measures to protect the security of Your computer, including maintaining at Your cost and up-to-date version of anti-virus and/or firewall software to protect Your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if Your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, NYAir may immediately suspend Your Service until such time as Your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, You are solely responsible for the security of any device You choose to connect to the Service, including any data stored or shared on that device. There is a risk that other Service customers may be able to access and monitor Your use of the Service. This risk exists not only with NYAir's network, but also on the Internet and other services to which access is provided as part of the Service. Because of this risk, any sensitive or confidential information sent by You is sent at Your sole risk, and NYAir shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by You.

Responsibility of The Customer. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member or guest with access to Your Service account.

NYAir is not responsible for any online activities or content. It is solely Customer's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information provided through the Service. NYAir does not endorse or represent the reliability, accuracy, or quality of any information, goods, services, or products displayed or advertised on the Service. Any items purchased or obtained by any Customer through the Service is done at the Customer's sole risk. Any Content related to business, finance, and/or securities matters and the like contained on the Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. NYAir shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

Links to Third-Party Sites. NYAir provides links to other external sites or resources. Because NYAir has no control over such sites and resources, Customer acknowledges and agrees that NYAir is not responsible for the availability of such external sites or resources, and NYAir does not endorse and is not responsible or liable for any content, advertising, products, services or other information or materials on or available from such sites or resources. Customer further acknowledges and agrees that NYAir shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use or reliance on any such content, advertising, products, services or other information or materials on or available from such sites or resources. If Customer chooses to access third-party services, Customer does so entirely at his/her own risk.

6. Unforeseen Interruption of Services

Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. You acknowledge and agree that the Service is not intended to be, and should not be used as, Your primary "life-line" telecommunications service.

Notification of Service interruptions. In the event NYAir is required to interrupt, either partially or fully, the Services being provided by NYAir to You, NYAir, to the extent possible, shall notify You as soon as it is practicable.

Possible radio interference. The equipment being installed contains a radio ("Unit") that will be radiating energy within the FCC's approved limit for the radio's frequency band. Radio interference may occur with the unit and hamper its ability to operate correctly and thus reducing the level of Service for the customer. NYAir is not responsible for interference at the Customer's site and cannot be held responsible. Everyday devices, such as but not limited to, cell phones, cordless phones, baby monitors, WiFi equipment, microwaves ovens and other radio based devices may cause or receive interference to or from the unit. If interference does occur and cannot be resolved, NYAir reserves the right to cancel this Agreement and remove and/or recover the equipment with no recourse toward NYAir.

NYAir Equipment Repairs. NYAir will repair and/or replace at NYAir's sole discretion, any NYAir Equipment damaged due to normal wear. If NYAir determines that the NYAir Equipment was not damaged due to normal wear, You will be billed at NYAir's then current hourly rates plus materials. NYAir will not be responsible for the repair or replacement of any Customer Equipment or any interruption of Service due to failure of Customer Equipment.

7. Warranties and Limitations of Liability

DISCLAIMER OF WARRANTIES. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT NYAIR MAKES NO WARRANTY THAT: (1) THE SERVICE OR THE NYAIR EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS, (2) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) DELETION, MIS-DELIVERY, OR FAILURE TO STORE OR EFFECTUATE ANY USER COMMUNICATIONS, ORDERS, LISTINGS, OR CUSTOMIZATION SETTINGS WILL NOT OCCUR AS A RESULT OF CUSTOMER'S USE OF THE SERVICE, (4) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND ANY ERRORS IN THE NYAIR EQUIPMENT, INCLUDING HARDWARE OR SOFTWARE, WILL BE CORRECTED. THE SERVICE MAY CONTAIN DEFECTS AND, ACCORDINGLY, CUSTOMER IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION, AND TO NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICE. ANY MATERIAL, PRODUCTS, OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THE CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM NYAIR OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

LIMITATION OF LIABILITY. NEITHER NYAIR NOR ANY OF NYAIR'S AGENTS OR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT NYAIR'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF NYAIR'S AGENTS OR AFFILIATES SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO NYAIR BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH A PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

8. General

Copyright Infringement. Notices and Procedure to Making Claims of Copyright Infringement. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent. NYAir's Notice and Procedure for Making Claims of Copyright Infringement can be found at 207 Jefferson Heights, Catskill, NY 12414 or please call us for a copy: 518.966.4747.

Privacy Policy. NYAir's Privacy Policy is available at 207 Jefferson Heights, Catskill, NY 12414 and is incorporated into this Agreement by reference.

Applicable Law. This Agreement is made in the State of Massachusetts. This Agreement and all of the parties respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of Massachusetts, in the United States, excluding conflicts of laws provisions. Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Boston, Massachusetts or the location of the residence where the NYAir Equipment was installed. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Any cause of action brought by You, or by users of Your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. You acknowledge that this is a services contract and not a contract for the sale of goods.

Miscellaneous. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall We be required to explain, comment on, suffer liability for, or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

Notices. For any inquiries or notices required in connection with this Agreement, You should contact NYAir in writing at:

NYAir
200 Jefferson Heights
Catskill, NY 12414

Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between You and NYAir, applicable also to all users of Your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements, and other communications with respect to its subject matter except as expressly set forth in this document.

NYAir Technical Support Self Diagnostics

If you are unable to connect to the Internet, please try these steps before calling our Technical Support Team. These simple steps solve upwards of 90% of all connection issues. They are as follows:

1. Turn off all computers. Do not put them to sleep. Turn them off.
2. Unplug the power to your router.
3. Unplug the power to the NYAir radio (unplug cable behind router marked w/ tape)
4. Wait 1 minute. Plug back the cable marked with tape.
5. Plug in the power to your router.
6. Turn on computers.

If that process does not solve the issue, please call our Technical Support Team. Contact information is found on the last page of this document.

NYAir Useful Information

My Account # is _____

Tech Support is 518-966-4747. Available: M-F 8AM to 8:30PM. Saturday/Sunday 8:30AM to 5:00PM
Call for assistance with Internet connection issues. We know Windows XP, Vista, 7 and Mac OS 10.X
Limited support with Operating systems Windows 98 and ME only. Tech Support will assist you with
connectivity to your first Router. Your Network is not supported.

NYAir is responsible for providing Internet to your first device such as to a Router or to your First
Computer. NYAir Phone Support cannot diagnose your router, computer network or non-NYAir
related issues. If additional support is needed, our Phone Support staff may offer recommends to
solve your issue, or the option for you to schedule a paid site visit by a qualified computer technician.

You may also email us: TechSupport@NYAir.net

NYAir PPPoE

My Internet requires me to connect using PPPoE internet protocol yes no

My PPPoE Username is _____

My PPPoE Password is _____

NYAir Email

My E-Mail Address is _____@NYAir.com My E-Mail Password is _____

My Additional E-Mail is _____

Mail Server: POP 3

Incoming Mail Server: mail.nyair.net

Outgoing SMTP Server: mail.nyair.net

Your Router Information

MY Wireless Router is a _____

My Router IP Address is 192.168.1.1 or assigned as _____

My Router username is _____

My Router password is _____

My Routers Wireless Security WEP KEY is _____