

Terms & Conditions

SKYWEB INTERNET'S TERMS AND CONDITIONS FOR STANDARD AND INTERNET AND VOICE SERVICES
PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY AS IT SETS FORTH SUBSCRIBER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO USE OF THE SERVICE. THIS AGREEMENT ALSO LIMITS THE REMEDIES AVAILABLE TO SUBSCRIBERS IN THE EVENT OF A DISPUTE, INCLUDING AN ARBITRATION AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.

This Master Service Agreement (the "MSA" or "Service Agreement") is an agreement between SKYWEB INTERNET, a Division of New Wave Net Corporation ("SKYWEB," "SKYWEB INTERNET," "New Wave Net Corp", "NWNC", "Company," "Us," "We," or "Our") for the purpose of establishing the terms and conditions under which SKYWEB will furnish wireless and fiber-based internet access services, IT support and/or maintenance services, Voice over Internet Protocol ("VoIP") services, and/or additional services as identified herein (collectively, the "Services," and individually, a "Service"). This MSA governs all individual and entity subscribers for SKYWEB's Services ("You," "Your" or "Subscriber").

(SKYWEB and Subscriber, are each a "Party" and, collectively, the "Parties. "Affiliate" means an entity that controls, is controlled by, or is under common control with SKYWEB). This Service Agreement outlines the terms and conditions under which SKYWEB is providing Services to Subscriber and the associated obligations of both Parties.

This Service Agreement governs standard Internet access Service ("Standard Internet Service") and VoIP Service ("Standard VoIP Service"), collectively "Standard Services" for residential and business Subscribers.

Premium dedicated Internet access service ("Premium DIA Service"), customized VoIP Services ("Premium VoIP Services"), and related Services that are customized for high-volume commercial, government, institutional, educational, business park, apartment complexes and other residential multiple dwelling unit Subscribers, collectively, "Premium Services," are also governed by this Service Agreement.

By using the Services, Subscriber understands, acknowledges and agrees to be bound by the terms and conditions of this Service Agreement and all documents incorporated or referenced herein, as each may be amended from time to time, including without limitation SKYWEB's Privacy Policy, Open Internet Transparency Statement ("OITS"), Confirmation of Sale ("COS") for Standard Services, Service Level Agreement ("SLA") for Premium Services, and the DMCA Notice to Copyright Holders Regarding Alleged Infringement ("DMCA Notice").

PART I – THE SERVICE, AND THIS SERVICE AGREEMENT

1. ELIGIBILITY AND OBLIGATIONS OF SUBSCRIBERS

1.1. SUBSCRIBER ELIGIBILITY AND USE OF THE SERVICES - Individual Subscribers represent and warrant that they are at least 18 years of age and have full legal authority to execute this Agreement. If a Subscriber is not an individual but is a corporate or organized entity, the

individual representative executing this Agreement, represents and warrants that he/she has full legal authority to execute this Service Agreement on behalf of the Subscriber.

1.2. Subscriber understands, acknowledges and agrees that the Service is personal to Subscriber and agrees not to assign, transfer, resell or sublicense Subscriber's rights under this Service Agreement unless specifically permitted by the terms of this Service Agreement.

1.3. For residential Subscribers, Subscriber understands, acknowledges, and agrees that the Services and the "SKYWEB Equipment" (as defined below) shall be used only by Subscriber and by members of Subscriber's immediate household living with Subscriber at the same service address (unless designated otherwise in the COS), and Subscriber will not redistribute or share the Services with any others or transmit the Services over a wireless or other network that is not secured.

1.4. For non-residential Subscribers, Subscriber agrees that the Services and the SKYWEB INTERNET Equipment shall be used only by Subscriber and by authorized employees, patrons, contractors, representatives, vendors, and visitors of Subscriber located or operating at the same service address (unless designated otherwise in the COS or SLA), and Subscriber will not redistribute or share the Service with any others or transmit the Service over a wireless or other network that is not secured.

2. OTHER SUBSCRIBER OBLIGATIONS FOR USE OF THE SERVICES

2.1. Subscriber agrees that Subscriber is responsible for installing, establishing, setting up, verifying and maintaining the email address, account, options, settings and other parameters under which the Services are used, including, without limitation, all related passwords and user identification information. Subscriber understands, acknowledges and agrees that these account functions may be performed only by a person at least 18 years of age, without exception.

2.2. Subscribers represent and warrant that the personally identifiable information ("Personal Information") Subscriber provides to SKYWEB during the term of this Service Agreement, including without limitation Subscriber's legal name, email address, service address, billing address, telephone number(s), and payment data (including without limitation information provided when authorizing Automated Clearing House ("ACH") payments or other recurring payments) and Non-Personal Information, such as, but not limited to, the number of computers on which the Service is being accessed (collectively, the "Subscriber Information") for purpose of this Service Agreement is accurate, complete and current throughout the term of this Service Agreement.

2.3. Subscriber represents and warrants that when Subscriber transmits, uploads, posts, or submits any "Subscriber Material" (as defined herein) using the Services, Subscriber has the legal right to do so and that Subscriber's use of such Subscriber Material does not violate any copyright or trademark laws or any other third-party rights. Subscriber Material collectively includes without limitation any lawful or unlawful software, computer programs, applications, data, photographs, video

and/or audio content, text, files, and other information, including emails, address book and web storage content - anything installed by Subscriber on SKYWEB INTERNET's servers or via the SKYWEB INTERNET Network not provided by SKYWEB INTERNET.

2.4. Subscriber shall be responsible for all access to and use of the Services through Subscriber's account or password(s) and for any fees incurred for service, software or other merchandise purchased thereon or any other expenses incurred in accordance with the terms of this Service Agreement. Except for items that are the subject of a bona fide dispute that has been noticed to SKYWEB INTERNET pursuant to Section 8.3.3 of this Service Agreement, Subscriber promises to timely pay such amounts billed for services, software or merchandise and any related fees, taxes and charges. Permitted users of Subscriber's account are limited to those entities to which Subscriber provides access. Subscriber acknowledges that Subscriber is aware that areas accessible on or through the SKYWEB INTERNET Service may contain material that is unsuitable for minors (persons under 18 years of age). Subscriber acknowledges sole responsibility to prevent minors from accessing unsuitable material through Subscriber's account, including installation of filtering software. SKYWEB INTERNET is not responsible for any content accessed by Subscriber or anyone who utilizes the SKYWEB INTERNET Service.

2.5. Subscriber understands, acknowledges and agrees that prior to SKYWEB INTERNET servicing any "Subscriber Equipment" or "SKYWEB INTERNET Equipment" (as defined below), it is Subscriber's responsibility to: (i) back-up the data, software, information or other files stored on Subscriber's computer or other device including but not limited to disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device; and (ii) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Subscriber's equipment. Under no circumstances shall SKYWEB INTERNET and/or its Operational Service Provider(s) be liable for any loss, disclosure, alteration or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media.

3. INSTALLATION AND USE OF SUBSCRIBER EQUIPMENT

3.1. It is Subscriber's responsibility, at Subscriber's own expense, to obtain, maintain and operate suitable and fully compatible equipment to access the Services. Subscriber acknowledges that such equipment may have been acquired by Subscriber separate and apart from this Service Agreement ("Subscriber Equipment"). Subscriber is solely responsible for maintaining equipment that Subscriber has acquired. SKYWEB INTERNET MAKES NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS SERVICE AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING SUCH SUBSCRIBER EQUIPMENT (ALTHOUGH SUBSCRIBER MAY HAVE LIMITED WARRANTIES UNDER A SEPARATE PURCHASE AGREEMENT FROM THE SELLER OR MANUFACTURER OF THE EQUIPMENT).

3.2. Please note that Subscriber authorizes SKYWEB INTERNET to automatically check Subscriber's premise equipment via the Internet and to provide upgrades via the Internet that will be automatically downloaded to Subscriber's system. In addition, SKYWEB INTERNET may check

the health and status of Subscriber's system, via the Internet, to ensure that the configuration of Subscriber Equipment is optimized for use with the SKYWEB INTERNET Service.

4. INSTALLATION AND USE OF SKYWEB INTERNET EQUIPMENT

4.1. Subscriber understands, acknowledges and agrees that at the time of installation of the Services, the equipment leased, owned and/or operated by SKYWEB INTERNET (specifically, Managed WiFi router, power injector, radio antenna), listed on the COS or in the SLA (collectively, "SKYWEB INTERNET Equipment") was installed at a location and in a manner authorized by Subscriber. Subscriber further understands, acknowledges and agrees that the SKYWEB INTERNET Equipment may, at SKYWEB INTERNET's sole discretion, be refurbished or otherwise used equipment. The SKYWEB INTERNET Equipment is and shall remain the property of SKYWEB INTERNET, and Subscriber shall acquire no ownership interest therein by virtue of the payments provided for herein or the attachment of any portion of the SKYWEB INTERNET Equipment to the Subscriber's premises or otherwise. Subscriber and SKYWEB INTERNET expressly understand, acknowledge and agree that the SKYWEB INTERNET Equipment CPE) is not and shall not be considered a fixture to Subscriber's premises.

4.2. Subscriber understands, acknowledges and agrees that SKYWEB INTERNET is not responsible for any malware, spyware, or other potentially harmful viruses or material transmitted via the SKYWEB INTERNET Equipment and/or any software provided by SKYWEB INTERNET or a third-party vendor.

4.3. Subscriber further agrees to not alter, modify or tamper with the SKYWEB INTERNET Equipment or the Service, or to permit, encourage or solicit any other person to do the same, unless such person has been authorized to do so by SKYWEB INTERNET.

4.4 At such time as Subscriber or SKYWEB INTERNET terminate the Service for any reason, Subscriber will return the SKYWEB INTERNET Equipment to SKYWEB INTERNET within fifteen (15) calendar days in the same condition it was received (ordinary wear and tear excepted), and in accordance with SKYWEB INTERNET's then-current return procedures. Customer may return Router, power supply and radio Antenna unit by USPS mail to:

New Wave Net Corp
Attn: Returns
Box 485
Bloomington, IL 61702

If the customer does not want to remove radio Antenna themselves, they can schedule a tech to come pickup the equipment. There will be a \$75 trip charge for a tech uninstall trip.

In the event that Subscriber has not returned the SKYWEB INTERNET Equipment within thirty (30) calendar days as set forth above, or in the event that the SKYWEB INTERNET Equipment is damaged, destroyed, lost or stolen in Subscriber's possession or otherwise inoperable, Subscriber shall be solely responsible for the cost of replacement or repair of any lost, stolen, damaged, sold, transferred, leased, encumbered or assigned SKYWEB INTERNET Equipment or part thereof, together with any incidental

costs incurred by SKYWEB INTERNET relating to the replacement, repair or installation of SKYWEB INTERNET Equipment, including storm damage or acts of God. Subscriber shall pay an "Equipment Replacement Fee" of up to three hundred dollars (\$300.00 U.S.) for each piece of SKYWEB INTERNET Equipment that is damaged and/or not properly returned to SKYWEB INTERNET upon termination or expiration of this Agreement for any reason. Any damage caused by lightning, wind, hail, falling debris (such as without limitation tree limbs, trees, and pine cones), sports or recreational balls, or any toy or material will be covered by the Subscriber's property or other insurance or paid out of pocket by Subscriber.

4.5. Subscriber understands, acknowledges and agrees that SKYWEB INTERNET or its designated Operational Service Provider (as defined below) may be required to access Subscriber's premises or system in order to install and maintain the components necessary for Subscriber to access the Services. This may include installing a VoIP compatible phone(s). By accepting this Service Agreement, scheduling a service or installation visit and permitting SKYWEB INTERNET or its Operational Service Provider(s) to enter Subscriber's home, business, or location. By requesting a SKYWEB INTERNET Service, any Subscriber that is not the owner of the property at which the Service is being installed (e.g., a tenant or lessee) agrees that Subscriber has obtained any necessary permission or clearance from the property owner for the installation. Subscriber shall bear all responsibility for any installation work for which the property owner's permission has not been granted and for any associated damage to the property. Neither SKYWEB INTERNET nor its Affiliates, Operational Service Provider(s) shall have any liability whatsoever for any losses resulting from installation, repair or other services, including, without limitation, damage to Subscriber's premises or loss of software, data or other information from Subscriber's computer(s). This limitation does not apply to any damage arising from the gross negligence or willful misconduct of any installation or maintenance service provider. SKYWEB INTERNET installs ground wire as a matter of course because the ground wire can protect electronic equipment and the premises from damage caused by electrical storms and lightning. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of Services requested and other factors. Subscriber further understands, acknowledges and agrees that SKYWEB INTERNET owns all equipment installed and provided in connection with the SKYWEB INTERNET Service (including any VoIP telephones).

4.6. Omitted.

4.7. Subscriber agrees to notify SKYWEB INTERNET at least thirty (30) days before Subscriber moves or vacates the location where SKYWEB INTERNET Equipment is installed. Upon notification of a move or vacating a service location, If customer is moving to another location in our service territory and wishes to transfer service Subscriber will pay a "Move Service Fee" of One Hundred dollars (\$100.00 U.S.) if continuing SKYWEB service at another location. If customer is canceling service they need to return equipment per 4.4

4.8. Subscriber is considered the registered recipient of the SKYWEB INTERNET Services until SKYWEB INTERNET receives notice of termination as set forth in this Service Agreement, and Subscriber will be liable for any charges or fees incurred by the use of Subscriber's SKYWEB INTERNET Equipment by anyone else up to the time that SKYWEB INTERNET receives Subscriber's notice, unless otherwise provided by state law. If any SKYWEB INTERNET Equipment is stolen or otherwise removed from Subscriber's premises without Subscriber's authorization, Subscriber must notify SKYWEB INTERNET immediately, or Subscriber may be liable for payment for unauthorized use of Subscriber's SKYWEB INTERNET system. Subscriber will not be liable for such unauthorized use after SKYWEB INTERNET has received Subscriber's notification.

5. MODIFICATIONS; RIGHTS OF TERMINATION OR SUSPENSION

5.1. MODIFICATION OF THIS SERVICE AGREEMENT; NOTICES - At any time following delivery of effective notice, published by SKYWEB INTERNET via posting on Skyweb's Internet site, SKYWEB INTERNET may modify this Service Agreement, including, without limitation, pricing and billing terms. Subscriber is required to ensure SKYWEB INTERNET possesses a valid email address for Subscriber at all times for notice purposes. In the event Subscriber does not agree to such modifications, then Subscriber must terminate the subscription and stop using the SKYWEB INTERNET Service prior to the effective date of such modifications. SKYWEB INTERNET will comply with applicable state and federal notice requirements and, in all cases, will provide a minimum of ten (10) calendar days' notice of any modifications. Subscriber understands, acknowledges and agrees that Subscriber's continued use of the SKYWEB INTERNET Service after the effective date of such modifications constitutes Subscriber's acceptance of same.

5.2. MODIFICATION OF THE SKYWEB INTERNET SERVICE - SKYWEB INTERNET may also discontinue, add to or revise any or all aspects of the SKYWEB INTERNET Service, including access to support services, publications and any other products or services ancillary to the SKYWEB INTERNET Service. SKYWEB INTERNET may, among other things, (a) subject to SKYWEB INTERNET's Privacy Policy, make available to third parties information relating to SKYWEB INTERNET or its subscribers, (b) withdraw, change, suspend or discontinue any functionality or feature of the SKYWEB INTERNET Service, and (c) limit access to the SKYWEB INTERNET Service to prevent abusive consumption and ensure fair access for all subscribers.

6. TERMINATION OF SERVICE AGREEMENT BY SUBSCRIBER

Termination provisions for any Premium Services are set forth in the Premium SLA. The following provisions apply only to the Standard Services:

6.1. Standard Services In the event that SKYWEB INTERNET modifies this Service Agreement, Subscriber may immediately terminate Subscriber's account and this Service Agreement, without liability for payment of any termination charges, by notifying SKYWEB INTERNET via email at within ten (10) calendar days of the date of the notice (as provided in Section 5.1 herein) . Subject to Subscriber's payment of the termination

charges herein described, Subscriber may also do so at any other time, for any reason or for no reason, upon thirty (30) days' notice to SKYWEB INTERNET via email at payment@nwnet.net. Subscriber must terminate this Service Agreement in accordance with the terms and conditions specified herein. Failure to do so may delay or prevent SKYWEB INTERNET from knowing that a termination was intended. Subscriber will continue to be liable under this Service Agreement for all fees and charges until such time as this Service Agreement has been properly terminated. In the event that Subscriber terminates Subscriber's subscription to the SKYWEB INTERNET Service prior to the expiration of the minimum commitment period specified in the COS or SLA for the applicable service plan, Subscriber may be subject to an "Early Termination Fee" of the remaining contractual value. The contractual value includes any activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect at the time Subscriber cancels multiplied by the remaining months of the Subscriber's term.

6.2. Premium Services "Early Termination Fee" of 50% of the contractual value. The contractual value includes any activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect at the time Subscriber cancels multiplied by the number of months in the Subscriber's term.

7. TERMINATION OR SUSPENSION OF SERVICE AGREEMENT BY SKYWEB INTERNET

7.1. Subscriber understands, acknowledges and agrees that the Services and all Service features are subject to availability on an ongoing basis. Subscriber further understands acknowledges and agrees that SKYWEB INTERNET may cease to offer the Service or any Service feature at any time, for any reason or no reason, and without advance notice to Subscriber.

7.2. Without limiting the generality of the foregoing, SKYWEB INTERNET may also suspend, disconnect or terminate the Service at any time without prior notice if SKYWEB INTERNET believes in its sole discretion that Subscriber has (i) failed to pay Subscriber's invoice when due; (ii) threatened or harassed or is reasonably believed to have threatened any SKYWEB INTERNET employee, Operational Service Provider, agent, representative or vendor; or (iii) violated or is believed to have violated any other provision of this Service Agreement.

7.3. In the event that SKYWEB INTERNET either terminates or suspends Subscriber's account or this Service Agreement for reasons other than the event of a dangerous condition or violation of this Service Agreement by the Subscriber or any user of Subscriber's account, then SKYWEB INTERNET shall provide Subscriber a minimum of fourteen (14) days' notice, or other period of notice as required by any applicable state, federal or

international statute, regulation, rule, policy or treaty ("Applicable Law"), of such termination or suspension. Except as prohibited by Applicable Law, SKYWEB INTERNET may immediately and without prior notice, terminate Subscriber's account and this Service Agreement in the event of a dangerous condition or a violation this Service Agreement by Subscriber or any user of Subscriber's account.

Part II - PAYMENT

8. FEES AND PAYMENT

8.1. FEES, TAXES AND OTHER CHARGES - All SKYWEB Fixed Internet service plans are sold on Prepaid basis for a monthly term.

Subscriber agrees to pay, in accordance with the provisions of the monthly rate plan Subscriber has selected and set forth in the COS or SLA, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged to or incurred by Subscriber, or by users of Subscriber's account, at the rates in effect for the billing period in which those amounts are charged or incurred. Subscriber agrees to pay all applicable taxes related to use of the SKYWEB INTERNET Service by Subscriber or other users of Subscriber's account. Information on charges and surcharges (if any) that are to be paid to SKYWEB INTERNET and are incurred by Subscriber or by other users of Subscriber's account will be made available to Subscriber on the SKYWEB INTERNET website (www.skywebinternet.com), and Subscriber agrees that this is sufficient notice for all purposes as to charges incurred, paid or to be paid to SKYWEB INTERNET. SKYWEB INTERNET reserves the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time following delivery of effective notice, as provided in Section 8.3.3 herein. Unless required by Applicable Law, Subscriber understands, acknowledges and agrees that Subscriber may not receive a paper bill in the mail for Subscriber's Service; a digital or electronic bill will be sent. Additional terms relating to pricing, billing and payment, which are an integral part of this Service Agreement, are set forth in the COS or SLA, and are incorporated herein by reference.

8.2 CONTINUED PAYMENT NOTWITHSTANDING TERMINATION OR SUSPENION

- Notwithstanding any termination or suspension of this Service Agreement, any portion of Your account, or any suspension or termination of access to or use of the Services, Subscriber will remain responsible for any obligations accrued up to the date of such action(s), including payment of any charges that may be due as a result of or in connection with such action(s). Subscriber's payment and other obligations under this Service 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 credibly alleged) of this Service Agreement or of any law or legal obligation, whether by Subscriber or any user of Subscriber's account related to the Service.

8.3. PAYMENT

8.3.1. Payment of the outstanding balance is due in full each month. If Subscriber's entire amount of payment (except for amounts that are the

subject of a validly submitted dispute) is not received by SKYWEB by the Due date your service will be suspended. If payment is not made within Fifteen (15) days following the due date, SKYWEB INTERNET will assess, as a "Late Payment Fee," ten (\$10) or the maximum amount permitted by Applicable Law.

SKYWEB INTERNET will charge Subscriber a twenty-five dollar \$25 (U.S.) "ACH/Insufficient Funds Fee" for any check or other instrument tendered to the Company by Subscriber and returned unpaid by a financial institution for any reason.

Furthermore, if within thirty (30) calendar days of a monthly statement presenting an amount due, SKYWEB INTERNET does not receive full payment of the amount due from Subscriber (or SKYWEB INTERNET has not agreed to alternative payment arrangements for Subscriber), SKYWEB INTERNET has the right to terminate Subscriber's subscription to the SKYWEB INTERNET Service. SKYWEB INTERNET will make at least three (3) attempts to collect overdue payments from Subscriber prior to any such termination or suspension. SKYWEB INTERNET's attempts can include both phone calls and/or email correspondence. SKYWEB INTERNET may also assign unpaid late balances to a collection agency for appropriate action.

8.3.2. Except where additional methods of payment are specifically required to be accepted under Applicable Law or as otherwise agreed to by SKYWEB INTERNET from time to time, Subscriber understands, acknowledges and agrees that Subscriber will provide either 1) ACH bank authorization for electronic echeck, 2) a major credit or charge card (MasterCard, Visa, or Discover) that SKYWEB INTERNET may charge for all fees or other amounts payable under this Service Agreement. Additionally, Subscriber agrees that SKYWEB INTERNET may pre-charge Subscriber's monthly fee to the credit or charge card or bank account supplied by Subscriber during activation or subscription or as subsequently updated. With respect to such charges, the following authorization applies: Subscriber authorizes automatic credit or charge card billing by SKYWEB INTERNET. Subscriber agrees that the charges described above will be billed to the Bank account via echeck/ACH or credit or charge card that Subscriber provided when Subscriber applied for the SKYWEB INTERNET Service or as subsequently updated. Subscriber must provide current, complete and accurate information for Subscriber's billing account.

Subscriber must promptly update all information in order to keep Subscriber's account current, complete and accurate (such as a change in email address, billing address, credit card number, expiration date, or security code). If Subscriber fails to provide SKYWEB INTERNET with any of the foregoing information, Subscriber agrees that SKYWEB INTERNET may continue billing Subscriber, using the most recently provided contact and billing information for any Service provided under Subscriber's account, and Subscriber will be required to provide updated payment information and pay the applicable Late Payment Fees for any payments that become overdue as a result of unprocessed charges. Subscriber agrees that SKYWEB INTERNET will not be responsible for any expenses that Subscriber may incur resulting from overdrawing Subscriber's bank account or exceeding Subscriber's credit limit as a result of an automatic charge made under this Service Agreement.

8.3.3. Subscriber understands, acknowledges, and agrees that all charges are considered valid unless disputed in writing via payment@nwnet.net, as provided in Section 2.4 herein, within thirty (30) days of the date of Subscriber's credit or charge card bill, unless a longer period of time is required by Applicable Law. If Subscriber thinks a charge is incorrect or Subscriber needs more information, Subscriber must contact SKYWEB INTERNET's billing department. SKYWEB INTERNET will email Subscriber a statement for each billing cycle showing payments, credit purchases and other charges. SKYWEB INTERNET'S 30 Day Money Back Guarantee for customers that are not satisfied with the performance of their subscription(s) service(s) will have 30 calendar days from the date of activation to notify SKYWEB INTERNET for a un-installation appointment and return of equipment. Refunds - Once SKYWEB INTERNET completes the un-installation and removal of equipment, we will notify the subscriber regarding the status of the refund. SKYWEB INTERNET will initiate a refund to check mailed to subscriber. The refund consists of full credit of billed subscription services exclusively and does not include credits for one-time installation costs. If we are unable to gain access to the installed address and equipment, shipping of the premise equipment will become the subscriber's responsibility. Subscriber will be responsible for paying all shipping costs for returning the customer premise equipment. Shipping costs are nonrefundable. If the subscriber receives a refund, the cost of return shipping will be deducted from the subscriber's refund. To initiate this refund process subscriber may contact SKYWEB INTERNET at (309)965-2920, email billing at payment@nwnet.net.

8.3.4. SKYWEB INTERNET may, but is not required to, accept partial payments from Subscriber. If partial payments are made, they will be applied to monthly statements starting with the oldest outstanding statement. If Subscriber sends SKYWEB INTERNET checks or money orders marked "payment in full," or otherwise labeled with restrictive endorsements, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT SKYWEB INTERNET CAN, BUT IS NOT REQUIRED TO ACCEPT A CHECK, MONEY ORDER OR ANY SUCH RESTRICTIVE ENDORSEMENT AND THAT UNDER NO CIRCUMSTANCES WILL ACCEPTANCE OF SUCH PAYMENT INSTRUMENTS BY SKYWEB INTERNET CAUSE THE COMPANY TO LOSE OR WAIVE ITS RIGHTS TO COLLECT ALL AMOUNTS OWED BY SUBSCRIBER UNDER THIS SERVICE AGREEMENT.

8.3.5. In the case of late payment or non-payment for any of the SKYWEB INTERNET Services ordered by Subscriber or any of the charges stated herein, Subscriber understands and agrees that SKYWEB INTERNET may report such late payment or non-payment to the appropriate credit reporting agencies. If SKYWEB INTERNET chooses to use a collection agency or attorney to collect money that Subscriber owes SKYWEB INTERNET, or to assert any other right which SKYWEB INTERNET may have against Subscriber, Subscriber agrees to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs, insofar as permitted by applicable law.

8.3.6. If Subscriber's Services are suspended or terminated for any reason, including at Subscriber's request or because of Subscriber's failure to pay past due amounts, then in order to reactivate the service,

Subscriber agrees to pay a "Reconnection Fee" in accordance with SKYWEB INTERNET's then-current rates. In addition, Subscriber must bring Subscriber's account up to date by making payment in full of any outstanding balance, fees and charges. Subscriber will also be required to pay the current monthly bill in order to reactivate Subscriber's account.

8.3.7. If the SKYWEB INTERNET Equipment is missing, has been disconnected or needs to be replaced, Subscriber agrees to pay an additional "Equipment Re-installation Fee" in accordance with SKYWEB INTERNET's then-current rates.

PART III - PERMITTED USE AND RESTRICTIONS ON USE

9. SOFTWARE LICENSE

9.1. Subject to the terms of this Service Agreement, SKYWEB INTERNET grants to Subscriber a personal, non-exclusive, non-assignable, non-transferable and revocable license to use and display the software provided by or on behalf of SKYWEB INTERNET ("Software") only for purposes of accessing the Services on any machine(s) on which Subscriber is the primary user or which Subscriber authorizes for use by others. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by SKYWEB INTERNET or its third party licensors/Operational Service Providers. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. Subscriber may not sublicense, assign or transfer this license or the Software, except as permitted by SKYWEB INTERNET. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void.

9.2. Subscriber may not copy, de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party, or allow, encourage or solicit others to do the same. Subscriber may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. Subscriber is not granted any title or rights of ownership in the Software. Subscriber acknowledges that this license is not a sale of intellectual property and that SKYWEB INTERNET or its third party Licensors/Operational Service Providers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

10. ACCEPTABLE USE POLICY

General Policy: The Services and SKYWEB INTERNET Equipment may not be used for any unlawful, fraudulent, harassing, threatening, libelous, deceptive, or abusive purpose, or use that is invasive of another's privacy or other rights, or otherwise objectionable in SKYWEB INTERNET's sole discretion. By requesting the Services, You understand, acknowledge and agree that You will not use, or allow, encourage, or solicit others to use the Services and SKYWEB INTERNET Equipment in any manner that prohibited by any policy applicable to the Services or this Service Agreement. SKYWEB INTERNET reserves the right, without notice or limitation, to restrict, limit, deny, terminate, modify, disconnect, or suspend Service if any individual uses the Services for any unlawful or prohibited purpose, or if SKYWEB INTERNET determines, on a case-by-case basis, that action is necessary to protect SKYWEB INTERNET, the SKYWEB INTERNET Network, SKYWEB INTERNET Equipment, Services, or other subscribers using the Services from liability, harm, or degradation resulting from such unlawful and/or prohibited uses. SKYWEB INTERNET reserves the right to filter, restrict, block or remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of any policy applicable to the Services or this Service Agreement, regardless of whether the information or materials, or their dissemination, is unlawful. SKYWEB INTERNET does not have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup and instant message transmissions) made on the Services. You acknowledge, understand and agree that SKYWEB INTERNET has the right, however, to monitor transmissions and postings for unlawful and prohibited uses of the Service.

10.1 PERMITTED USES - Standardized Services for residential Subscribers are for personal, non-commercial uses only, unless otherwise specifically authorized by SKYWEB INTERNET in writing. Such personal uses include web surfing, sending and receiving email, photographs and other similar messaging activities and the non-continuous streaming of videos, downloading files or online gaming. Residential Standard VoIP Service is provided only for live dialogue between, and initiated by, individuals for personal use.

Permitted uses for Business Subscribers of Standard Services are much broader and include commercial use by employees, visitors, patrons, Operational Service Providers, contractors and vendors.

Please see the customized SLA for permitted uses of Subscribers of Premium Services.

10.2. UNLAWFUL AND PROHIBITED USES - Unlawful and prohibited uses of the Services include, but are not limited to:

10.2.1. Transmitting or facilitating any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail," unsolicited commercial or bulk email, or faxes not in compliance with the federal CAN-SPAM Act.

10.2.2. Transmission of recorded material or broadcast transmissions.

10.2.3. Using voice services for monitoring services, operating a call center or conference line, extensive call forwarding, autodialed calls or other connections that do not consist of uninterrupted live dialogue between individuals.

10.2.4. Reselling, redistributing, re-provisioning, retransmitting, renting or otherwise allowing third parties, other than household residents and guests, to use the Services, in whole or in part, by wired, wireless or other means, regardless of whether a fee is charged.

10.2.5. Accessing, altering or destroying any other person or entity's computer or computer system, network, software or data without their knowledge and consent; breaching, circumventing or probing user authentication or security of any user, host, network, network element, account or system; or attempting any of the foregoing.

10.2.6. Impersonating any person or entity, creating a false identity, or otherwise misrepresenting Your identity or affiliation with any person or entity.

10.2.7. Forging, falsifying, altering, removing, obscuring or engaging in unauthorized use of message headers, IP addresses, network MAC addresses, digital or manual signatures, sender addresses, domain names, uniform resource locators ("URLs") or use of other techniques to disguise or obscure the origin of any communication or transmission using the Services, or attempting any of the foregoing.

10.2.8. Engaging in activities that adversely affect the ability of other people or entities to use or enjoy the Services or other parties' Internet-based services, including, but not limited to "denial of service" ("DoS") attacks against another network host or individual user, such as "flooding" of networks, deliberate attempts to overload a service and attempts to "crash" a host; intercepting, interfering with, redirecting or disrupting email or other transmissions sent by or to others by using automated or manual routines, such as "auto-responders," cancel bots or other similar routines; using, distributing or making available viruses, worms or Trojan horses, or other harmful code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

10.2.9. Impairing the Service by, for example, placing abnormally high numbers of calls, sending or receiving very high numbers of messages, or repeatedly making calls of abnormally long duration compared with other SKYWEB INTERNET Subscribers.

10.2.10. Generating excessive levels of Internet traffic given the type of Subscriber (residential or non-residential subscriber) and type of service (Standard or Premium Services) through continuous, unattended streaming, downloading or uploading of videos, music or other files; through continuous active network connections to the Internet (such as through a web camera or machine-to-machine connections that do not involve active participation by a person; or by operating hosting services including, but not limited to, web or game hosting).

10.2.11. Engaging in conduct, or the transmission, distribution or publication of material that is defamatory, libelous, harassing, threatening, abusive, indecent, obscene, deceptive, sexually explicit, cruel or racist, or which espouses, promotes or incites bigotry, hatred or racism, or which in any way constitutes or encourages conduct that would constitute a criminal offense or give rise to a civil liability.

10.2.12. Engaging in conduct that is fraudulent, including advancing any type of scam such as "pyramid schemes," "Ponzi schemes," "contests," or "chain letters."

10.2.13. Violating Applicable Law, terms of service or policies applicable to any network, server, computer database, service, software, application, system, or website that You access or use.

10.2.14 Using the Services to download, transmit, disseminate, or publish child pornography or solicit sex with minors.

10.2.15. Using or attempting to use the Services in any manner designed to avoid incurring charges or otherwise avoid being required to pay for such usage.

11. SKYWEB INTERNET COPYRIGHT INFRINGEMENT & DIGITAL MILLENNIUM COPYRIGHT ACT COMPLIANCE

General Policy: SKYWEB INTERNET respects the intellectual property rights of others. You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property, proprietary or publicity rights, or other right of any party unless You own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information that are made available through the Services. SKYWEB INTERNET assumes no responsibility, and You assume all risks, regarding the determination of whether material is in the public domain or may otherwise be used by You for such purposes.

Repeat Infringer Policy: In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), SKYWEB INTERNET's policy is to terminate, in appropriate circumstances, the Service access of any Subscriber or account holder who is a repeat infringer. The Subscriber will be designated a repeat infringer if they have violated or has been alleged to have violated the General Policy in this Section 11 three (3) times over a period of six (6) months, or if the Subscriber has continued multiple offenses over a longer period of time.

"Three Strike" Enforcement Process: SKYWEB INTERNET maintains a graduated "Three Strike" enforcement process for its Repeat Infringer Policy. If Subscriber is found in violation or is alleged to have violated the General Policy in this Section 11, Subscriber will be subject to the following:

(1) First Offense - An infringement case will be created, Subscriber will be notified of the complaint/offense via email and Subscriber will be forwarded copies of the DMCA takedown notice received by the Company and SKYWEB INTERNET's DMCA Notice.

(2) Second Offense - For a second offense, Subscriber will be issued the same notices as provided for a first offense. In addition, Subscriber will be notified of the complaint/offense via phone and will be required to acknowledge the complaint/ offense via phone within five (5) business days or alternatively, file a counter-notification under penalty of perjury as provided by the DMCA, or face suspension of service.

(3) Third Offense - Subscriber's SKYWEB INTERNET Service will be terminated without advance notice, unless the Subscriber files a counter-notification under penalty of perjury as provided by the DMCA.

12. COMPLIANCE WITH APPLICABLE LAWS

Subscriber agrees to comply with all Applicable Laws in connection with the Services, Subscriber's use of the Services and this Service Agreement. SKYWEB INTERNET may suspend or terminate Subscriber's Services, at its discretion, for any known, alleged, or reasonable belief there has been a violation of Applicable Law.

PART IV - GRANT OF IMPORTANT RIGHTS BY YOU TO SKYWEB INTERNET, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS AND OBLIGATIONS

13. COPYRIGHT AND LICENSES

13.1. Subscriber's rights as granted in this Service Agreement are not transferable and, cannot be transferred, assigned, shared, sold, or used by anyone other than the Subscriber.

13.2. SKYWEB INTERNET and/or SKYWEB INTERNET's third-party content providers and licensors own all rights, title and interest to certain copyrighted content provided by or accessed through the Services

("SKYWEB INTERNET Content"). Subscriber is hereby granted a revocable, non-exclusive, non-transferable license to access and use the SKYWEB INTERNET Content as allowed under this Service Agreement. Subscriber may not copy, distribute, transmit or publish in any form, including print, electronic, digitized, audio or otherwise, or modify all or any portion of any SKYWEB INTERNET Content without the prior written consent of SKYWEB INTERNET. Notwithstanding the foregoing, Subscriber may store one (1) copy of the copyrighted content on Subscriber's computer(s) for Subscriber's personal use for a period not to exceed thirty (30) calendar days. All copyright or other proprietary rights notices contained in or associated with the SKYWEB INTERNET Content must be preserved in or on any copies made of such material.

13.3. The placement of any proprietary material, including material owned by other third parties, in any public posting area, social media network, or any software library, without the consent of the owner/copyright holder, is in violation of this Service Agreement.

14. NO ENDORSEMENT

SKYWEB INTERNET does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the SKYWEB INTERNET Services. None of such content should be construed or understood to constitute or reflect the views or approval of SKYWEB INTERNET or any of its Affiliates. SKYWEB INTERNET does not recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.

15. INTERNET CONTENT AND MATERIAL

Subscriber acknowledges that Internet websites, and use of the Internet, might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. Subscriber understands, acknowledges and agrees that SKYWEB INTERNET is not responsible for any such content or material and further agrees that access to same through use of the Services is at Subscriber's sole risk. THE RELIABILITY, AVAILABILITY, LEGALITY, PERFORMANCE AND OTHER ASPECTS OF RESOURCES ACCESSED THROUGH THE INTERNET ARE BEYOND SKYWEB INTERNET'S REASONABLE CONTROL AND ARE NOT IN ANY WAY WARRANTED OR SUPPORTED BY SKYWEB INTERNET ITS OPERATIONAL SERVICE PROVIDERS, OR ITS THIRD PARTY CONTRACTORS. Subscriber understands, acknowledges and agrees that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through the Internet. Subscriber confirms that Subscriber assumes all risks and liability of any use of the Internet through Subscriber's account,

including Subscriber's continuous compliance with this Service Agreement.

16. SUBSCRIBER INFORMATION

16.1. USE AND CONTROL OF SUBSCRIBER INFORMATION - By agreeing to this Service Agreement and continued use of the Services, You also agree to the terms of the SKYWEB INTERNET Privacy

Policy that describes the Subscriber Information SKYWEB INTERNET collects, uses, discloses, and secures. The Privacy Policy may change from time to time so You should review it regularly.

16.2 Subject to Applicable Law, SKYWEB INTERNET reserves the right to immediately delete without further notice to Subscriber all Subscriber Material, Subscriber Information and other data, files, electronic messages, or other information that is stored on SKYWEB INTERNET's servers or systems when Subscriber's account with SKYWEB INTERNET is terminated for any reason.

16.3. As SKYWEB INTERNET provides telecommunications products and services to You, it obtains information about the quantity, technical configuration, type, location and destination of telecommunications products and services You use, as well as some other information found on Your bill. Any such "Subscriber Proprietary Network Information" ("CPNI") collected from You will be handled in accordance with Applicable Laws, including those of the Federal Communications Commission ("FCC"), and the Privacy Policy. Under federal law, you have the right and SKYWEB INTERNET has the duty to protect the confidentiality of Your CPNI.

16.4. SKYWEB INTERNET automatically measures and monitors network performance and the performance of Subscriber's Internet connection and the SKYWEB INTERNET network. SKYWEB INTERNET also will access and record information about Subscriber's computer and SKYWEB INTERNET Equipment's profile and settings and the installation of software. Subscriber understands, acknowledges and agrees that SKYWEB INTERNET is permitted access to Subscriber Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service(s). Subscriber also consents to SKYWEB INTERNET's monitoring of Subscriber's Internet connection and network performance, and to SKYWEB INTERNET accessing and adjusting Subscriber's computer's and other equipment's settings, as they relate to the Service(s), software and other services, which we may offer from time to time. SKYWEB INTERNET reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber Personal Information and CPNI, where required by Applicable Law, and/or for other good cause to provide, upgrade and maintain the Services, protect the SKYWEB INTERNET Network, other

users of the Internet, or Our Subscribers. SKYWEB INTERNET reserves the right to comply with law enforcement as described in the SKYWEB INTERNET Privacy Policy and OITS.

16.5. SKYWEB INTERNET may, from time to time, provide online, telefax, telephone, email, mail and other communications to Subscriber on matters pertaining to the Services. Subscriber understands, acknowledges and agrees that communications with SKYWEB INTERNET, SKYWEB INTERNET's representatives and Operational Service Providers may be monitored or reviewed for quality control and other reasonable business purposes.

17. ADVERTISING

Subscriber acknowledges that advertising and promotion may occur on the SKYWEB INTERNET Service and that neither Subscriber nor any other user shall have any claim with respect to any proceeds from such activities.

18. WARRANTIES AND LIABILITIES

18.1. DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY - Subscriber expressly understands, acknowledges, and agrees that use of the Services is at Subscriber's sole risk. To the fullest extent allowed by Applicable Law, in no event shall SKYWEB INTERNET, its Affiliates, Operational Service Providers, agents, contractors, licensors, or suppliers, or each of their respective shareholders, directors, officers, employees, agents, or representatives, and any of their successors and assigns (collectively, "SKYWEB INTERNET Entities") represent or warrant that the SKYWEB INTERNET Services will be uninterrupted, secure or error free. The Services are provided and distributed on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise, except for those warranties, if any, which are expressly stated herein this Service Agreement, or implied by and incapable of exclusion, restriction or modification under the laws applicable to this Service Agreement. No oral advice or written information given by SKYWEB INTERNET, its Operational Service Providers, employees, agents, and licensors, or the like, shall create a warranty, nor shall Subscriber rely on any such information or advice.

18.1.1 In particular, because SKYWEB INTERNET, through the Services, may provide Subscriber with electronic access to Internet content and material that may be originated by independent publishers or providers, and is not augmented by SKYWEB INTERNET, the Company cannot and does not warrant the accuracy of any such information, and SKYWEB INTERNET shall not be liable in any manner whatsoever for any errors, omissions or inaccuracies relating thereto. Subscriber is solely responsible for Subscriber's experience of and/or reliance upon such content. The SKYWEB INTERNET Entities shall have no individual or joint liability in connection with Subscriber's use or any user of Subscriber's account, or interaction with any content accessed through the Services.

18.1.2. No oral or written information or advice given by SKYWEB INTERNET or its employees, Operational Service Providers, agents, representatives and vendors, shall create any warranty in, or to, the Services or the content, and Subscriber remains responsible for any reliance upon such information or advice. Notwithstanding the foregoing, Subscriber may have other rights, which vary from state to state.

19. LIMITATION OF LIABILITY

19.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NONE OF THE SKYWEB INTERNET ENTITIES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF SUBSCRIBER'S USE OF THE SKYWEB INTERNET SERVICES, OR INABILITY TO USE THE SKYWEB INTERNET SERVICES, OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY IN CONNECTION WITH THIS SERVICE AGREEMENT. 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 SKYWEB INTERNET'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY, AND THE LIABILITY OF ITS AFFILIATES, OPERATIONAL SERVICE PROVIDERS, AGENTS, REPRESENTATIVES, VENDORS OR EMPLOYEES, IF ANY, SHALL BE LIMITED TO GENERAL MONETARY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SKYWEB INTERNET BY SUBSCRIBER FOR THE SERVICES FURNISHED UNDER THIS SERVICE AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SAME, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED, IN WHOLE OR IN PART.

19.2. STATUTE OF LIMITATIONS: SUBSCRIBER MUST BRING ANY CLAIM OR LAWSUIT WITHIN ONE (1) YEAR THE CLAIM OR SUIT ARISES.

19.3. SUBSCRIBER FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT SKYWEB INTERNET WILL HAVE NO LIABILITY FOR:

19.3.1. ANY THIRD-PARTY FEES OR CHARGES, INCLUDING WITHOUT LIMITATION, BANKING FEES, OVERDRAFT FEES, MOBILE PHONE OR OTHER WIRE LINE CHARGES, TECHNICIAN CHARGES, OR OTHER SIMILAR CHARGES.

19.3.2. FOR ANY DAMAGE TO SUBSCRIBER PREMISES, SUBSCRIBER EQUIPMENT, SUBSCRIBER'S DATA OR SOFTWARE, OR SUBSCRIBER'S INABILITY TO ACCESS THE SERVICE(S) BY SKYWEB INTERNET OR SKYWEB INTERNET EQUIPMENT;

19.3.3. OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR DATA LOSSES;

19.3.4. FOR ANY USE OF THE SERVICE BY SUBSCRIBER OR USER OF SUBSCRIBER'S ACCOUNT IN CONNECTION WITH ANY HIGH-RISK, HARMFUL OR UNLAWFUL USE, OR ANY USE THAT VIOLATES THIS SERVICE AGREEMENT.

19.3.5. FOR ANY DAMAGES OR LOSS DUE TO SUBSCRIBER'S FAILURE TO BACK-UP ANY EQUIPMENT OR SUBSCRIBER MATERIAL AS REQUIRED HEREIN IN SECTION 2.5.

19.4 FULL APPLICABILITY - The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if SKYWEB INTERNET or others were advised or aware of the possibility or likelihood of such damages or liability.

20. INDEMNIFICATION

SUBSCRIBER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE SKYWEB INTERNET ENTITIES AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITY, JUDGMENTS, DAMAGES, GOVERNMENTAL INQUIRIES AND/OR INVESTIGATIONS, COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RELATED TO ANY AND ALL USE OF THE SKYWEB INTERNET SERVICE IN ANY MANNER, WHETHER DIRECTLY OR INDIRECTLY. SUCH USE ALSO INCLUDES, WITHOUT LIMITATION, RESPONSIBILITY FOR ALL SUCH CONSEQUENCES OF SUBSCRIBER'S (OR THAT OF ANY USER OF SUBSCRIBER'S ACCOUNT) VIOLATION OF THIS SERVICE AGREEMENT AND ALL OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, OR PLACEMENT OF MATERIAL ON OR OVER THE SERVICES, OR RETRIEVAL OF MATERIAL FROM OR THROUGH SAME, OR ANY SOFTWARE, FILE, INFORMATION, COMMUNICATION OR OTHER CONTENT.

SKYWEB INTERNET RESERVES THE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY SUBSCRIBER, IN WHICH EVENT SUBSCRIBER WILL COOPERATE WITH SKYWEB INTERNET IN ASSERTING ANY AVAILABLE DEFENSES.

21. THIRD PARTY BENEFICIARIES

You understand, acknowledge and agree that the provisions of this MSA are for the benefit of SKYWEB INTERNET and its Affiliates, Operational Service Providers, licensors, vendors, agents, and representatives, each shall have the right to assert and enforce such provisions directly on its own behalf.

PART V - GENERAL

22. LIMITS ON TRANSFERS & ASSIGNMENTS; OTHER LIMITS

Unless otherwise agreed to by SKYWEB INTERNET in writing, Subscriber's rights to use the Services, or to designate other users of Subscriber's account, may not be assigned or transferred and are subject to any limits established by SKYWEB INTERNET, or by Subscriber's credit card company or other billing institution, as applicable. Attempts by Subscriber to assign or transfer these rights without written approval of SKYWEB INTERNET will constitute a violation of this Service Agreement and the Company may de-activate Subscriber's account.

23. CHOICE OF LAW AND VENUE

This Service Agreement is made in the State of Illinois. This Service Agreement and all of the Parties respective rights and duties in connection herewith, including, without limitation, claims for violation of this Service Agreement, 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 Illinois, United States, notwithstanding any conflict of laws. You understand, acknowledge and agree that you are subject to the personal jurisdiction of state and federal courts in Woodford County, Illinois.

24. MODIFICATION, WAIVER AND DISCRETIONARY ENFORCEMENT

Neither the course of conduct between the Parties nor trade practices shall act to modify the provisions of this Service Agreement. SKYWEB INTERNET may enforce or decline to enforce any or all of the terms of this Service Agreement in its sole discretion. Subscriber understands, acknowledges and agrees that SKYWEB INTERNET's failure to exercise or enforce any right or provision of this Service Agreement shall not constitute a waiver of such right or provision. In no event shall SKYWEB INTERNET be required to explain, comment on, suffer liability for or forfeit any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of such terms.

25. MISCELLANEOUS

25.1. SEVERANCE - If any term of this Service Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to render such term enforceable while still giving as much effect as possible to the original intentions of such term. If this cannot be done, and the entire term is held to be invalid, illegal or unenforceable, and cannot be so repaired, then the term shall be considered to be stricken from this Service Agreement as if it had not been included from the beginning. In any such case, the balance of this Service Agreement shall remain in effect in accordance with its remaining terms, notwithstanding such invalid, illegal or unenforceable term. Nothing contained in this Service Agreement shall be construed to limit SKYWEB INTERNET's rights and remedies available at law or in equity.

25.2. CAPTIONS/HEADINGS - Captions or headings used in this document are for convenience only and shall not be considered a part of this Service Agreement or be used to construe its terms or meaning.

25.3. CONTINUATION - The provisions of any Sections of this Service Agreement which by their nature should continue shall survive any termination or expiration of this Service Agreement. Overall, Sections 1 - 5, 7 - 25, 27, 30 - 31 shall also survive any termination or expiration.

26. RENEWAL

Unless designated otherwise in the COS or SLA, this Service Agreement shall automatically renew for successive one (1) year terms unless at least ninety (90) days prior to the end of the current one (1) year term, either Party gives written notice to the other Party of their intent to terminate the Service Agreement. No Early Termination Fees shall apply in any such successive term of this Service Agreement.

27. NOTICE

All notices required of Subscriber pursuant to this Service Agreement shall be sent via email to support@skywebinternet.com. Except as otherwise specified herein, all notices required of SKYWEB INTERNET pursuant to this Service Agreement shall be sent via email to the Subscriber, using the email address that Subscriber has most recently provided to the Company for such purposes.

28. 911 SERVICE AND ALARM SYSTEM NOTICE

28.1. SKYWEB INTERNET voice service includes 911/E911 ("911") access to emergency services. The Company provides this access pursuant to the FCC's rules. 47 C.F.R. § 9.5.

See <https://www.fcc.gov/consumers/guides/voip-and-911-service> for additional information.

VoIP service does not support traditional 911 access to emergency services. In particular, it is essential that the physical location (street address) of the caller (the "Registered Location") be registered with the Company to ensure correct routing of emergency calls. Therefore, it is extremely important that Subscriber provide SKYWEB INTERNET with the correct address where the equipment and the SKYWEB INTERNET Service is or will be located. Subscribers are only permitted to use the SKYWEB INTERNET Service, including VoIP voice service, at the address associated with the Subscriber's account. Subscriber must also promptly update this address if it changes and may do so in any of the following ways: Call Subscriber Service at (309)965-2920 or toll-free at 888 -SKYWEBB (759-9322) or Log into the SKYWEB INTERNET Subscriber Portal and make the change.

28.2. Your call will be routed directly to the nearest public-safety operator. Even with a correctly registered service address, however, some emergency agencies may not be able to automatically determine the location of the 911 call and Subscriber understands that in such circumstances, Subscriber, or any other caller, may need to provide the physical location of the emergency.

28.3. SKYWEB INTERNET VoIP Services recommends an uninterruptible power supply ("UPS") intended to provide up to eight (8) hours backup power in the event of power outages. In the event that Subscriber's Internet service experiences an outage as a result of a power outage beyond the coverage of the UPS or for some other reason, Subscriber will be unable to make 911 calls using SKYWEB INTERNET's VoIP service. In such event, Subscriber is encouraged to use a cellular phone to call 911. Subscriber should also notify any employees or guests regarding these potential limitations. A Service suspension or termination (regardless of the reason) will prevent Subscriber or any other party from using the SKYWEB INTERNET Service, including the ability to make 911 calls.

28.4. Subscribers who have an alarm system connected to SKYWEB INTERNET's VoIP service may also experience outages if the Internet connection or power is down. As such, SKYWEB INTERNET encourages Subscribers to use a cellular phone based alarm system or keep a single POTS line (also called wireline, copper / analog lines) in place for those services.

28.5. As required by the FCC, the Company notifies You, the Subscriber, that 911/E911 service may not be available through Your SKYWEB INTERNET VoIP service or may have less availability than traditional E911 services in circumstances including, but not limited to (i) relocation of Subscriber's VoIP equipment, (ii) use of a non-native telephone number; (iii) a broadband connection failure; (iv) loss of electrical power and delays in the registration (or update) of your service address in the emergency services databases. If E911 service is available, Subscribers will pay a one dollar and fifty cent (\$1.50 U.S.) charge per month.

28.6. SKYWEB INTERNET provides You with this information when service is initiated and provides warning stickers or equivalent labels for placement in Subscriber's location to alert individuals regarding the potential limitations of access to emergency services. In the event that Subscriber requires additional labels for use in Subscriber's location, please contact the Company.

29. FORCE MAJEURE

If the performance of this Service Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism or a similar occurrence or condition beyond the reasonable control of either or both Parties, the Party so affected shall, upon giving prompt notice to the other Party, be excused from such performance during such prevention, restriction or interference, and any failure or delay of performance reasonably deemed to result therefrom shall not be considered a breach of this Service Agreement.

30. ARBITRATION

30.1. SKYWEB INTERNET and Subscriber agree to arbitrate all disputes and claims related to the SKYWEB INTERNET Service between them. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (1) claims arising out of or relating to any aspect of the relationship between the Parties, whether based in contract, tort, statute, fraud, misrepresentation or other legal theory; (2) claims that arose before this or any prior Service Agreement (including but not limited to, claims relating to advertising); (3) claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and (4) claims that may arise after the termination of this Service Agreement.

30.2. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state or local agencies, including, for example, the FCC or state regulatory commission. Such agencies can, if the law allows, seek relief against us on Your behalf. You understand,

acknowledge and agree that, by entering into this Agreement, You and SKYWEB INTERNET are each waiving the right to a trial by jury or to participate in a class action. This Service Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Service Agreement.

30.3. A Party who intends to seek arbitration must first send notice of the dispute to the other Party. The notice to SKYWEB INTERNET must be sent via email to support@skywebinternet.com. Notices to the Subscriber will be sent via certified mail to the last mailing address on file. The notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If SKYWEB INTERNET and Subscriber do not reach an agreement to resolve the claim within thirty (30) days after notice pursuant to this provision is received, Subscriber or SKYWEB INTERNET may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement. The arbitrator is bound by the terms of this Service Agreement. All issues are for the arbitrator to decide, except that any issue(s) relating to the scope and enforceability of the arbitration are for a court of appropriate jurisdiction to decide. Any arbitration hearings will take place in the county of Subscriber's billing address. Subscriber is responsible for paying the non-refundable filing fee and the costs of its own attorney. SKYWEB INTERNET shall be responsible for paying the arbitrator fees and hearing fees. The prevailing Party is entitled to recover their attorneys' fees if awarded by the arbitrator.

31. ENTIRE AGREEMENT

This Service Agreement, including rates, products and services agreed to at time of service or purchase origination and other documents incorporated herein by reference constitutes the entire and only agreement with respect to the subject matter hereof between Subscriber and SKYWEB INTERNET, applicable also to all users of Subscriber's account. This Service Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to the subject matter hereof, except as expressly set forth in this document. By executing this Service Agreement and the Subscriber's continued use of the Services, the Parties agree to the terms and conditions of this Service Agreement.

Updated May 1, 2021