



Service Agreement

This Internet Service Agreement (“Agreement”) is entered into between i29 (the “Provider”) and the original purchaser (the “Customer”) regarding Internet Service furnished by the Provider (the “Service”). By using or accessing the Service, Customer agrees to be bound by all of the terms and conditions set forth herein.

1. The Service provided pursuant to this Agreement is non-assignable. Use of the Service is limited solely to the Customer and his/her immediate family members residing with the Customer. Under no circumstances is Customer permitted to resell or provide connectivity to the Service in any manner to a third party. To do so will result in termination and prosecution and the forfeit of any earnings plus interest. Wireless Internet service is intended for residential use only.
2. Provider may modify, at any time and without notice, the terms and conditions of this Agreement and the Service including, but not limited to, access procedures, hours of operation, documentation, and services offered. Any such modifications shall be effective upon written or electronic notification or posting of the modifications. Customer agrees to review this Agreement from time to time to check for modifications and to check its electronic mail for any correspondence from Provider. Use of the Service after notification shall constitute acceptance of the modifications.
3. Customer shall use the Service for legal purposes only and for purposes consistent with this Agreement. Customer agrees to use the Service in accordance with all applicable federal and state laws and regulations. Transmission or posting of any information or materials in violation of any federal or state laws is prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening, obscene, or libelous, or material protected by trade secrets. Any access to other computer networks through Provider’s connection must comply with the rules appropriate for that other network.
4. Customer shall pay Provider for the Service according to the rates and charges applicable to the service plan selected by Customer. Provider’s billing cycle is based on Customer’s sign-up date, with the basic service fee payable in advance at the beginning of the billing cycle along with any additional usage fees from the previous billing cycle. All charges shall be deemed valid unless disputed in writing within thirty days of invoice date. Provider may change its prices upon thirty (30) days written or electronic notification of any such change.
5. If Customer has agreed to pay for the Service with a credit card or through an automatic bank account charge, Customer understands that charges will be automatically billed to the credit card or bank account for the basic service, along with any additional usage or other charges due from the previous billing cycle. Provider understands and agrees that Provider shall not be responsible for any charges or expenses that Customer may incur from overdrawing Customer’s bank account or exceeding a credit card limit as a result of an automatic charge generated by Provider pursuant to this authority.
6. Dial-up Customer is responsible for determining whether Provider’s phone number is within Customer’s local calling area, and is also responsible for any phone charges it may incur in connecting to the Service. Wireless customer is responsible for determining if they are within range of the Provider’s wireless network.

7. All advertised connection rates are maximum attainable raw data rates under ideal conditions. All rates should not be considered guaranteed and are subject to but not limited to interference, network congestion, and equipment and far end node performance.

8. Customer may cancel its account at any time effective the end of the then current billing cycle. Cancellation request must be received by provider 10 days prior to customer's billing date. Such cancellation will not in any way affect Customer's obligation to pay any amounts due hereunder, nor does it entitle Customer to a refund of any charges previously paid. Upon cancellation, Customer must promptly return any rented equipment. If equipment is not received within 10 days of cancellation, Customer will be charged the full retail price of the Modem. Provider may terminate this Agreement at any time with or without cause, or for Customer's failure to abide by the terms of this Agreement or pay any fees or charges when due. If Provider terminates this Agreement, Provider shall reimburse Customer on a pro-rata basis for any unearned charges paid in advance. If Customer's account is terminated, Customer may be required to pay reconnect charges in order to reactivate the account. If Customer's account includes space on Provider's server, anything stored on this space will be deleted upon termination.

9. Customer agrees to abide by the terms and conditions of Provider's Appropriate Use Policy. Provider reserves the right to modify Appropriate Use Policy at any time.

10. Provider does not regularly monitor the activity of accounts except for measurements of system utilization and the preparation of billing records and logs which result in the gathering of minimal information. Notwithstanding the forgoing, the Provider reserves the right to monitor the content of the Service and to remove anything which Provider, in its sole discretion, determines to be in violation of this Agreement. Whatever personally identifiable information which has been collected by the Provider may be used for marketing, promotional and other business purposes but will not be provided to third parties without Customer's consent, with the exception of proper requests for information from government or judicial officials investigating illegal activity.

11. Provider owns and maintains the equipment necessary to receive and transmit the Service. Customer is responsible for any additional cables, connectors, routers, switches or hubs. Provider may, but is not required to, offer support for these additional components on a case-by-case basis.

12. Provider extends a Limited Warranty to the Customer for the Modem. The terms of the Limited Warranty are set out in the "Equipment Limited Warranty" and are part of this Agreement. Provider does not guarantee the compatibility of the Modem with Customer's computer, operating system, or networking equipment, nor does Provider's Limited Warranty cover any defect present in Customer's computer or network systems.

13. Provider does not refund or credit rent, so please contact Provider immediately if the Modem is not working properly for a replacement Modem. Provider is under no obligation to provide a replacement Modem except as provided in the Equipment Limited Warranty. If Provider provides Customer a replacement Modem outside the Equipment Limited Warranty, Customer will be charged the full retail cost of the non-operational/malfunctioning Modem. Replacement Modem may or may not be the same model.

14. PROVIDER'S SERVICE IS PROVIDED ON AN "AS IS" BASIS. NO WARRANTIES OR REPRESENTATION OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, ARE MADE WITH RESPECT TO THE SERVICE. THE PROVIDER ALSO DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICE. PROVIDER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THE MODEM OR FAILURES TO MEET ANY SPECIFICATIONS.

15. The Provider's liability to Customer for the Service provided pursuant to this Agreement shall be limited solely to a credit for outage time. Such credit shall be limited to an amount equal to that portion of the monthly account

charges due under this Agreement from the Customer to Provider for outage period and shall be based upon a proportionate reduction of such charges. Any claim or demand for credit as a result of such outage shall be waived unless presented in writing within sixty (60) days of the date of the end of the outage. IN NO EVENT SHALL THE PROVIDER BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND.

16. THE REPAIR OR REPLACEMENT REMEDY SET FORTH IN THE SEPARATE LIMITED WARRANTY IS THE ONLY REMEDY AVAILABLE WITH RESPECT TO THE MODEM, WHETHER ARISING UNDER THE LIMITED WARRANTY, UNDER A LEGALLY EFFECTIVE IMPLIED WARRANTY OR OTHERWISE. PROVIDER IS NOT RESPONSIBLE FOR DEFAACEMENT, MISUSE, ABUSE, EGGLECT, IMPROPER USE, IMPROPER ELECTRICAL VOLTAGES OR CURRENT, REPAIRS BY OTHERS, ALTERATIONS, MODIFICATIONS, ACCIDENTS, FIRE, FLOOD, VANDALISM, ACTS OF GOD, OR THE ELEMENTS. NO ADVICE OR INFORMATION GIVEN BY PROVIDER OR ITS EMPLOYEES WILL VARY THE TERMS OF THIS LIMITED WARRANTY OR THIS AGREEMENT.

17. CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS, THE PROVIDER, ITS AFFILIATES, OFFICERS AND AGENTS WITH RESPECT TO ANY AND ALL CLAIMS, INCLUDING CLAIMS BY THIRD PARTIES, PUBLIC AND/OR PRIVATE OR OTHERWISE, FOR LOSSES, DAMAGES, INJURIES, LIABILITIES, HOWEVER ARISING WHETHER BY LAWSUIT, JUDGMENT, OR OTHERWISE AGAINST THE PROVIDER, ITS AFFILIATES, OFFICERS AND AGENTS (INCLUDING THE PAYMENT OF REASONABLE ATTORNEY'S FEES) BY REASON OF ACTIONS, CONDUCT OR OMISSIONS OF THE CUSTOMER OR ANYONE OPERATING UNDER THE CUSTOMER'S CONTROL.

18. Provider's non-enforcement of any section of this Agreement does not constitute waiver thereof, and the Provider reserves the right to enforce this Agreement at its sole discretion. If any one or more provisions in this Agreement are found to be unenforceable or invalid, all other provisions shall remain valid.

19. This Agreement shall be construed in accordance with the laws of North Dakota. Customer agrees to that North Dakota courts in Cass County shall have the exclusive jurisdiction over any claim or dispute with relating in any way to this Agreement. Customer further agrees and expressly consents to the exercise of personal jurisdiction in the courts of North Dakota in connection with any such dispute, including any claim involving Provider's affiliates, subsidiaries, employees, contractors, officers, or directors.

20. This Agreement, together with any policies, procedures or other documents referred to herein, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any other written or oral agreement. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly sign by an authorized officer of Provider.