

WIRELESS INTERNET ACCESS AGREEMENT and TERMS OF USE

Agreement is effective on a month to month basis.

1. Internet Xpress, Inc. will provide subscriber a shared Internet connection for full use up to a transfer limit of 6 gigs per month. Internet Xpress, Inc. reserves the right to establish incremental service charges for use of its services exceeding stated thresholds as set forth, from time to time. Said usage charges will be billed in arrears.
2. Subscriber agrees to a monthly service agreement. There is no prorated refund for the month in which service is terminated.
3. **The Subscriber Module (radio), power supply, dish, mount, and surge block remain the exclusive property of Internet Xpress, Inc.** If the Subscriber terminates service, Internet Xpress, Inc. will have the right to immediately recover its Subscriber Module (radio), power supply, dish, mount, and surge block from the subscriber's premises. If within the first year from the date of installation the SM fails to work due to defect it will be replaced at no charge. If the SM fails to work due to other circumstances or for any reason after the first year, the user may be charged up to \$199.00 for replacement.
4. The subscriber may terminate at any time and is only liable for any charges incurred through the full month of said termination. Internet Xpress, Inc. will have the right to immediately recover its Subscriber Module (radio), power supply, dish, mount, and surge block from the subscriber's premises.
5. Internet Xpress, Inc. is NOT responsible or liable for any of the following.
 - *Any obstruction(s) that might be erected or grow between subscribers antenna and Internet Xpress, Inc.'s antenna causing degradation or loss of service.
 - *Debris or ice on antenna
 - *Re-aiming the antenna
 - *Installing hardware and /or software in a different computer after installation
 - *Re-configuration of network settings due to, but not limited to: tampering or re-installation of operating system.
6. Activation fees are not refundable if the wireless connection is operable later than 7 days after installation.
7. I understand that tree leaves hold water, they absorb signal and that may degrade or disrupt signal. I may require extra hardware and setup at that time. Internet Xpress, Inc. shall not be held liable for any changes, nor will I be entitled to any type of refund.
8. After the initial commitment period, this agreement shall automatically be renewed for a successive 1 (one) month term unless terminated by either party, one month prior to the expiration date. Internet Xpress, Inc. reserves the right to change its rates for any renewal term by notifying subscriber at least 30 days in advance of the agreement expiration date.
9. Subscriber will be invoiced monthly in advance for services. All payments are due within 5 days after the date of such invoices. Subscriber's account(s) may be temporarily disabled until full payment is received. A \$15.00 reconnect fee will be assessed on all disabled accounts. Returned checks will be charged a fee of \$25.00. There is a minimum \$65.00 charge for on site service calls for any problem determined not to be the fault of Internet Xpress.
10. The Subscriber Module (radio), power supply, dish, mount, and surge block are the exclusive property of Internet Xpress, Inc. Other equipment sold to the Subscriber (e.g. router, network card) belongs to the client and is subject to the following guarantee: Failure within the first 10 days of sale, replaced by Internet Xpress, Inc. Failure 11 days or greater, Subscriber must contact the manufacturer and is bound by the Manufacturer's Warranty.
11. Subscriber acknowledges that the Internet is not owned, operated or managed by Internet Xpress, Inc. or any of its affiliates and that it is a separate network of computers independent of Internet Xpress, Inc. Subscriber's use of the Internet is solely at subscribers' own risk and is subject to all applicable local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond Internet Xpress, Inc.' authority to control.
12. Internet Xpress, Inc.'s network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. This includes, but not limited to, copyrighted material, material judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary or judged unfit by Internet Xpress, Inc. If Internet Xpress, Inc. terminates subscriber for violation of unlawful practices or inappropriate materials, subscriber shall pay immediately a lump sum equal to the charges remaining on the one-year term of the agreement.
13. Subscribers shall not establish Internet services of any kind, including without limitation, Web, E-mail, Games, FTP, or the like without prior written authorization and pricing agreement from Internet Xpress, Inc. Remote Control Software is permissible to be run on your computers. This service may not be re-sold.
14. Internet Xpress, Inc. specifically disclaims any responsibility for the accuracy or quality of information obtained through the Internet. Internet Xpress, Inc. makes no warranties, expressed or implied, including, but not limited to, loss of data or financial loss resulting from delays, non-deliveries, miss-deliveries or service interruption however caused.
15. Routine maintenance and periodic system repairs, upgrades and reconfigurations, acts of nature, mechanical or electronic breakdowns may result in temporary service impairment or interruption of service. **Internet Xpress, Inc. does not guarantee continuous or uninterrupted service.** Subscriber holds Internet Xpress, Inc.; its directors, officers and employees harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of service interruption or loss of service.
16. Subscriber shall indemnify Internet Xpress, Inc. and affiliates from any and all claims and expenses arising from subscriber's breach of any provision of this agreement.
17. In the event of litigation, both parties agree that the law of Washington shall apply and both parties agree to have its venue in Colville, WA.
18. This agreement represents the complete understanding between Internet Xpress, Inc. and Subscriber as to the subject matter hereof and supersedes all prior written or oral negotiations, representations, guarantees, warranties or promises.