

# SAFELINK INTERNET TERMS AND CONDITIONS

Safelink Internet's dedication to customer service means that Safelink Internet strives to maintain an Internet Service that provides Safelink Internet customers with an enjoyable Internet experience, an experience that is free from interference by persons who use the Service in an improper or unlawful manner.

The following Terms and Conditions are part of the Customer Agreement. If you restrict or inhibit any other Customers' use or enjoyment of the Service by engaging in any of the activities prohibited in Section 8, Safelink Internet may suspend or terminate your account.

As explained in this Customer Agreement, use of Safelink Internet's Service must be governed by all applicable Local, State, Country and International laws and regulations. In addition to other applicable laws, this includes all laws relating to copyright, trademark, obscenity, defamation, the right of privacy, false advertising and fraud.

In addition to such laws and regulations, when using the Service you must use your best efforts to avoid interfering with any other person's use and enjoyment of the Service. You must also ensure that your use of the Service is governed by the rules of proper Internet conduct.

Please use your best judgment, be respectful of other subscribers and take the time to review the Terms and Conditions of this agreement. The activities listed in section 7 are not proper Internet conduct and are prohibited activities on Safelink Internet's Service.

## 1. DEFINITION OF TERMS.

**Safelink.** Safelink Internet, LLC. Safelink Internet Service.

**Service.** Safelink Internet Access Service, Electronic-mail Service, Wireless Access Service, Filtering Service and any other service(s) offered by Safelink to customer(s).

**Customer(s).** Person(s) agreeing to these Terms and Conditions, including any individual(s) or companies that use, access, post, e-mail, publish or contact Safelink or its Customer(s).

## 2. PAYMENT.

Customer agrees to pay all charges incurred. Charges shall be invoiced monthly and payment shall be due 20 days from the date of the invoice.

Customer will pay all sales and use taxes, as well as duties or levies, including any long distance phone charges arising in connection with the Service.

## 3. TERM.

This agreement commences upon activation of service by Safelink and remains in effect for the selected rate plan period. Once the contract period has been met the term of the service for each customer connection is thirty (30) days and shall automatically renew for successive thirty (30) day terms at Safelink's current month-to-month rates.

## 4. TERMINATION.

Customer may terminate this agreement upon thirty (30) days advance written notice (via an email to [cancel@safelink.net](mailto:cancel@safelink.net), or by mailing in notice of cancellation). If the Customer is still in contract with Safelink a termination fee will be charged. The termination charge will be equal to 50% of the applicable monthly fees and charges multiplied by the number of months remaining in the term. Safelink shall have the right to suspend or terminate this agreement at any time without prior notice to the Customer. The Customer also agrees that Safelink has the right to delete all data, files or other information that resides or is stored on Safelink's hardware, if the Customer's account with Safelink is terminated, for any reason, by either Safelink or the Customer.

## 5. EQUIPMENT OR SOFTWARE PROVIDED OR NOT PROVIDED BY SAFELINK.

(a) Safelink shall install equipment and/or software for operation and maintenance of service at Customer's location. The equipment and any license fees associated with software installed at Customer's location remains property of Safelink and will be returned to Safelink within (30) days of service termination. (b) Customer shall be responsible for the use and compatibility of equipment or software not provided by Safelink. If Customer's equipment or software not provided by Safelink impairs the Customer's use of the Service, Customer shall nonetheless be liable for payment of the Service. Upon notice from Safelink that the equipment or software not provided by Safelink is causing or is likely to cause hazard, interference, or service obstruction, Customer shall immediately pursue a way to correct the issue or potential issue. (c) Customer shall pay Safelink to troubleshoot difficulties, repair or reconfigure equipment or software not provided by Safelink.

## 6. RIGHTS AND OBLIGATIONS OF SAFELINK; DISCLAIMER OF WARRANTIES.

(a) Safelink shall operate and maintain the service. Customer shall be responsible for maintaining its own equipment and software that interfaces with the service.

(b) Customer understands that Customer and authorized users may access the Internet through the service. Customer assumes total responsibility and risk for all authorized users' use of the Service and the Internet. It is solely Customer's responsibility to evaluate the accuracy, completeness and usefulness of all options, advice, services, the quality of all merchandise, and other information, provided through the Service or on the Internet generally.

(c) Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer and authorized users' access such materials at Customer's own risk. Safelink has no control and accepts no responsibility whatsoever for such materials.

(d) The service is provided on an "as is" basis and "as available" basis without warranties of any kind. No advice or information given by Safelink, its affiliates or its contractors or their respective employees shall create a warranty. Neither Safelink nor its affiliates warrants that the Service shall be uninterrupted or error free or that any information, software or other material accessible on the service is free of virus or other harmful components.

(e) Under no circumstances shall Safelink, its affiliates or its contractors be liable for any direct, indirect, incidental, special punitive or consequential damages that result in any way from Customer's reliance on or use of information, services or merchandise provided on or through the Service.

(f) If Customer is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Safelink in operating the service, Customer's sole and exclusive remedy is to terminate this agreement in accordance with Section 4 of this agreement and discontinue using the Service.

(g) Safelink has no obligation to monitor the Service. However, Customer agrees that Safelink has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its Customers. Safelink reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

## 7. RIGHTS AND OBLIGATIONS OF CUSTOMER.

For purposes of the Rights and Obligations of Customer and Prohibited Activities, the term "information" means material of any type capable of being posted or transmitted on or through the Service, including material in print, graphic or pictorial form. Customer shall not restrict or inhibit any other user

from accessing and enjoying the Service. Customer shall not post or transmit any unlawful, obscene or pornographic information of any kind including and not limited to any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any Local, State, Country, or International law. Customer shall not post or transmit any information or software which contains a virus, worm, cancelbot, or other harmful component. Customer shall not copy, upload, post, publish, transmit, produce, or distribute in anyway, information, software or other material which is protected by a copyright or other proprietary right, without obtaining permission from the copyright or other proprietary right, without obtaining permission from the copyright owner or right holder to do so.

## 8. PROHIBITED ACTIVITIES.

**(a) Unlawful or Improper Use of the Service.** Customer agrees not to use the Service in a manner prohibited by an applicable laws or regulations. Without limiting the foregoing, you may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Safelink property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another's use or enjoyment of any Service, including other Customers. You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet. The Service is intended for periodic, active use. You may not use the Services on a standby or inactive basis in order to maintain a connection.

**(b) Excess Utilization of Network Resources.** Customer agrees not to use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Safelink's sole discretion. The excessive use or abuse of Safelink's network resources by one subscriber may have a negative impact on all other subscribers. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at you location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. In the event that you violate the terms of this provision Safelink may, without limitation, restrict your access to Safelink's Network, increase the fees associated with your Service, including upgrading you to a higher class of service, or immediately suspend or terminate your service. In the event of termination of your Service, all applicable termination charges will apply.

**(c) Defamation and Fraud.** Customer agrees not to post or transplant any fraudulent information on or through the Service including and not limited to any information that is inflammatory with respect to a person, business or other entity, product or service or any information that Customer knows or has reason to believe has faults and is intended for others to rely on.

**(d) False Advertising.** Customer agrees not to post or transplant, on or through the Service, any advertising or promotional materials that contain faults, deceptive or misleading statements, claims or representations.

**(e) Unsolicited Advertising.** Customer agrees not to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to other subscribers, individuals or entities, except in those areas "e.g. the classified areas" that are designed for such purposes.

**(f) Copyright Violations.** Customer agrees not to post or transmit on or through the Service any information that infringes on other person's or entity's copyright in all or any part of the information.

**(g) Trademarks, Service Mark and Trade Dress Violations.** Customer agrees not to post or transmit on or through the Service any information that infringes another person's rights in its trademark, trade dress or service mark.

**(h) Trade Secret Violations.** Customer agrees not to post or transmit on or through the Service any information that reveals trade secrets belonging to another person, business, service or other entity.

**(i) Obscenity.** Customer agrees not to post or transmit any obscene or sexually explicit images or other content on or through the Service.

**(j) Harassment, Threats and Abuse.** Customer agrees not to use the Service to harass, threaten, abuse, embarrass or cause distress, unwanted attention or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racial, ethnical or otherwise objectionable information.

**(k) False Pretenses.** Customer agrees not to use the Service to impersonate any person, including but not limited to, a Safelink Internet official or an information provider, guide or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of on-line communication, including but not limited to, screenings, subscriber profiles, chat dialogue, return electronic-mail addresses, electronic-mail headers and message posting.

**(m) Inappropriate Content.** Customer agrees not to post or information that is patently inappropriate material; e.g. information or topics not related to the topics focused on by the participants in a particular newsgroup or mailing list.

**(m) Disruptive Activities.** Customer agrees not to use the Service to disrupt the normal flow of on-line dialogue or otherwise act in a manner that negatively affects other Customers, users, individuals or entities.

**(o) Violations of Service Providers' Rules.** Customer agrees not to use the Service to violate any operating rule, policy or guideline of any other on-line service provider, business or entity.

**(p) Abuse of Safelink Internet Procedures.** Customer agrees not to make false or unverified complaints against any Safelink Internet subscriber.

**(q) Systems Abuse.** Customer agrees not to abuse Safelink Internet's system by causing any harm to the system so that it inhibits other users ability to effectively use the system.

**(s) Unsolicited Electronic-mail or SPAM.** Customer agrees not to post, publish, send or relay unsolicited electronic-mail originating from Safelink's Service or attempt to deliver such unsolicited electronic-mail to Safelink Customers.

## 9. RECOURSES AND FEES.

Customer(s) or authorized user(s) that exceed the designated usage of their respective accounts or engage in any conduct or activity that Safelink in its sole discretion believes violates any of the Terms and Conditions of this agreement will, at the sole discretion of Safelink:

(a) Incur a \$100 per hour charge, or a \$1000 per incident charge, whichever is greater.

(b) Be subject to immediate account termination.

(c) Agree to pay for all equipment and/or software provided by Safelink and not returned to Safelink within thirty (30) days of service termination.

(d) Agrees to pay all reasonable cost incurred by Safelink Internet for handling and processing all violations, including all legal, accounting, technical and any other applicable cost and/or charges.

## 10. MISCELLANEOUS.

(a) Safelink's failure to insist upon or enforce strict performance of any provision of this agreement shall not be constructed as any waiver of any provision or right.

(b) This agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflict's of law provisions. Any cause of action of customer may have with respect to the service must be commenced within one (1) year after the claim or cause of action arises or such claims or cause of action is barred.