

JENCO WIRELESS INTERNET SERVICE AGREEMENT

Read This Internet Service Agreement Carefully Before Using Our Internet Services.

1. INTRODUCTION.

Jenco Wireless provides its Internet services "Services", to users who pay a monthly service fee to subscribe to the Services "Members". By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10.

2. SUBSCRIPTION REQUIREMENTS.

In order to receive the Service:

- You must be at least 18 years old.
- You must provide a valid credit card.
- You must provide a computer that is able to use the Service.
- The Service must be available at your location at an elevation equal to or less than your roof height, or at an elevation equal to or less than the height of a tower supplied at your expense.

Current prices for Jenco Wireless Services are posted throughout our website at <http://www.JencoSpeedWeb.com>. These rates may also be obtained by calling (937) 642-3175. Jenco Wireless reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

3. THE SERVICE

The Service includes:

- Wireless access for one computer
- Two e-mail accounts
- A dynamic IP address

The Service speed can vary depending on location, internet traffic, and other factors beyond the control of Jenco Wireless. Jenco Wireless provides the Service on a "best effort" standard and does not guarantee upload or download speeds.

The e-mail and wireless Service are available under this agreement after the Activation Date.

4. PAYMENT OBLIGATIONS OF A MEMBER.

- Members must (1) provide Jenco Wireless with accurate and complete billing information including legal name, address, telephone number, and credit card information, and (2) report to Jenco Wireless all changes to this information within thirty (30) days of the change. Members are responsible for any charges to their account.
- Members having questions regarding charges to an account should contact Jenco Wireless at (937) 642-3175. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

- Charges are billed to Members' credit cards or debit cards, as applicable, each month for the Service and any additional services. Jenco Wireless is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Jenco Wireless.
- Delinquent accounts may be suspended or canceled at Jenco Wireless sole discretion. However, charges will continue to accrue until the account is canceled. Jenco Wireless may bill an additional charge to reinstate a suspended account.
- Jenco Wireless may charge for taxes and other applicable fees.

5. MEMBER'S ACCOUNT, PASSWORD, AND SECURITY.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited.

E-mail accounts exceeding the Member's allotted e-mail space may, at Jenco Wireless discretion, be transferred to a compressed temporary file or storage. Jenco Wireless may delete the temporary file from the server 60 days after notifying you.

Members agree not to provide any public information services over a wireless connection.

Usernames, passwords and e-mail addresses are Jenco Wireless property and Jenco Wireless may alter or replace them at any time.

You must notify Jenco Wireless immediately upon discovering any unauthorized use of your account.

6. MONITORING THE SERVICES.

Jenco Wireless has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Jenco Wireless, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Please see our Privacy Policy. Jenco Wireless may immediately remove your material or information from Jenco Wireless servers, in whole or in part, which Jenco Wireless, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

7. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY JENCO WIRELESS, JENCO WIRELESS DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. JENCO WIRELESS HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

JENCO WIRELESS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE

SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. JENCO WIRELESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. JENCO WIRELESS MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH JENCO WIRELESS OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY JENCO WIRELESS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. JENCO WIRELESS AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, JENCO WIRELESS CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

8. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain "JencoSpeedWeb.com" or any other site operated by Jenco Wireless (the "Web site") is a complimentary information service offered by Jenco Wireless at no charge to users.

We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain "JencoSpeedWeb.com" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by Jenco Wireless of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "Jenco Wireless", (b) the link must "point" to the URL "<http://www.JencoSpeedWeb.com>" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Jenco Wireless, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) Jenco Wireless may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by Jenco Wireless.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Jenco Wireless. Jenco Wireless assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Jenco Wireless harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Jenco Wireless from any claims made by third parties regarding the material that you provide. Personal

information posted by you to the Web site is posted at your own risk. Jenco Wireless will have no liability arising from use of that information . You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to Jenco Wireless to use on the Web site will be deemed to be a grant by you to Jenco Wireless of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

9. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and terminate your account.

10. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to Jenco Wireless by:

- Registered or certified mail, return receipt requested addressed to Jenco Wireless, 15500 Macklin Rd., Marysville, Oh. 43040 or
- Telephone calls to (937) 642-3175.

E-mail termination of your account will not be accepted. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, e-mail service will be terminated and all files stored on Jenco Wireless servers will be deleted.

If you cancel your account and allow Jenco Wireless to remove all equipment within 30 days of your installation date (the date Jenco Wireless installed your equipment), Jenco Wireless will refund all fees incurred to date, excluding 25 percent of the installation fee. Jenco Wireless will not refund any fees after 30 days of your installation date.

Without prior notice, Jenco Wireless may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Jenco Wireless, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Jenco Wireless may provide termination notice to you by: e-mail addressed to your e-mail account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 4, 5, and 7 of this Agreement shall survive termination of this Agreement.

11. INSTALLATION.

Unless purchased, any equipment provided to you (other than an Ethernet card installed in the computer) will remain the property of Jenco Wireless. If your computer does not have a networking card ("Ethernet"), one will be provided and installed as part of the standard installation. The installation may result in a service outage or damage to

your computer. You are solely responsible for backing up all of your existing computer files and data. Jenco Wireless and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card.

The Service may require the installation of hardware (e.g., tripod, eave mount) that requires fastening to your home. Jenco Wireless and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to your dwelling.

If you are not the owner of the premises upon which Equipment is to be installed, you warrant that you have obtained the consent of the owner of the premises for Jenco Wireless personnel and/or its agents to enter the premises for the purposes described above. You shall indemnify and hold Jenco Wireless harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

Jenco Wireless will make its best effort to provide the Service. Because of the complex nature of wireless services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, Jenco Wireless may cancel the installation process and refund any money that you have paid. Jenco Wireless will notify you of its intent to cancel as soon as reasonably possible. Jenco Wireless shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

If you move to a new residence and have Jenco Wireless provide removal and re-installation of the equipment, you will be charged \$99.95 for this service.

12. EQUIPMENT RENTAL AND WARRANTY.

Unless purchased, Jenco Wireless is providing equipment to you for your use of the Service.

Failure to return the equipment to Jenco Wireless within 30 days of terminating the Service will result in a charge for the full purchase price of the equipment.

Jenco Wireless, in its discretion, may replace equipment due to manufacturer's defect at no cost to you under the following circumstances: You call Jenco Wireless within one year of your original installation date; Jenco Wireless certifies that a defect has occurred and; You return the equipment within 30 days of certification. Upon certification, Jenco Wireless will replace the equipment at no charge to you. Failure to return the equipment within 30 days of certification shall result in a charge for the new equipment. Jenco Wireless will not accept the return of equipment without prior approval after 30 days from the original installation date. Jenco Wireless will not replace any equipment, including replacement equipment, after one year from the your original installation date. If you have purchased additional warranty coverage, the terms of the additional coverage will apply.

This Warranty does not cover defects resulting from acts outside of Jenco Wireless control. Jenco Wireless will not be responsible for any equipment damaged by any naturally occurring event such as lightening, flood, earthquake, or other events out of Jenco Wireless control such as fire, power surges, or the acts of others.

13. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, and Jenco Wireless other user policies posted on Jenco Wireless web site constitute the entire agreement between you and Jenco Wireless with respect to your use of the Services. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will remain valid and shall be enforced according to its terms.

Jenco Wireless may revise, amend, or modify this Agreement, the Acceptable Use Policy, and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Jenco Wireless Web site (<http://www.JencoSpeedWeb.com>) and/or by e-mail and/or in our various publications and mailings to Members.