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ACCS.net - Service Agreement for Internet Accounts

This Service Agreement (“Agreement”) is entered into by and between accs.net,inc. (“Provider”) and the undersigned (“Customer”).

In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. **Accounts and Services.** Provider acts as an Internet Service Provider and shall provide Customer with a Internet account (“Account”) on Provider’s network. This Account allows Customer access to the Internet on the terms set forth herein, which may be amended from time to time. Customer’s Account includes electronic mail (“E-mail”), telephone/email support for 1 computer only, and other services commonly associated with the Internet (collectively, “Services”). Registration and any associated fees for the Software is solely the responsibility of the Customer.
2. **Equipment.** For some types of access, mainly Broadband wireless, a End User Modem (“EUM”) is required for access. Customer may only use a EUM obtained through ACCS. ACCS assumes no responsibility for the EUM and disclaims any and all warranties, whether express or implied, and which includes but is not limited to: lightning damage, theft, or any other type of damage that is not specifically covered by the manufacturer’s limited warranty on the device). The EUM will be owned by the Customer. When the contract is terminated the Customer will pay any remaining balance on the EUM. If the EUM is damaged, stolen, or simply fails to function properly outside of the warranty period, Customer shall be responsible for the cost of repair or replacement of the EUM. ACCS is not responsible if use of the EUM causes any direct or indirect damages, lost time, lost money, or lost data resulting from its use.
3. **Installation.** Some types of internet access will require installation by ACCS professionals. The installation fee will be determined on a customer-by-customer basis depending on the amount of time and equipment required. If the Customer moves to another residence, rearranges their current residence, or needs the equipment re-setup or reinstalled for any reason, an additional installation fee will be paid by Customer.
4. **Activation, Rates and Accounting Cycle.** Provider will activate Customer’s Account after acceptance by Provider of Customer’s application, including receipt of this Agreement signed and executed by Customer. Prior to Activation and thereafter as invoices are received, Customer shall pay all fees, including the Monthly Service Fee, Setup/Installation Fee, Equipment Fees, and any other fees, as set forth in Provider’s then-current Fee Schedule. Customer will receive a monthly invoice for all applicable fees. All fees must be paid on or before the invoice’s due date. Delinquent Accounts may have their use suspended until payment is received. All charges continue to accrue while an Account is on such an accounting suspension. All of Customer’s data will be purged by the Provider after two months unpaid fees. Customer agrees to promptly notify Provider in writing or by E-mail of any changes in Customer’s address or phone number.
- 4.5 **Interest on delinquent accounts/attorney fees.** Any payments made more than ten (10) days after the date due shall be considered delinquent and a one and one half percent (1 ½%) per month interest charges shall be assessed to the delinquent balance. Provider shall be entitled to recover from Customer its reasonable attorneys fees and expenses incurred in collecting any delinquency.
5. **Amendment.** Provider reserves the right to amend and/or change the terms and conditions of this Agreement and any agreements referenced herein, including the Fee Schedule and Acceptable Use Policy, by notifying Customer in writing or by E-mail in advance of the effective date of the change. Any use of the Services by the Customer after the effective date of change constitutes acceptance by the Customer of the new terms and conditions.
6. **Offensive or Adult Materials.** Provider exercises no control over material available from the Internet including material

accessed through the Provider's network. Some material may be considered offensive or adult in nature. All responsibility for access to material is with the Customer. Customers younger than 18 years of age must have a parent or legal guardian cosign this Agreement, verifying that the parent or legal guardian understands that Customer will have access to such material and accepts all responsibility for monitoring and controlling access to such material. Customer, and if applicable Customer's parent or legal guardian, hereby release Provider from all claims resulting out of Customer's and other individual's exposure to such material that Customer, Customer's parent or legal guardian, or other individuals may find offensive.

7. Acceptable Use Policy. Customer agrees to be bound by the terms and conditions set forth in the accs.net,inc. Acceptable Use and Your Responsibilities, which is incorporated by reference as if fully set forth herein, including all legal obligations arising thereunder.

8. ACCS Internet Account Application. Customer acknowledges the information included on the ACCS Internet Account Application is true and accurate to the best of their knowledge. Customer agrees to be bound by the terms and conditions set forth in the Provider's ACCS Internet Account Application, which is incorporated by reference as if fully set forth herein, including all legal obligations arising thereunder. Customer agrees to notify ACCS promptly if any information changes.

9. ACCS Termination. This Agreement may be terminated by ACCS if the Customer is in violation of these terms. Dial-up agreements (only) may be terminated at any time by either party for any reason upon notice in writing or by E-mail. Dial-up agreements shall continue on a month to month basis until and unless terminated or superseded.

10. Disclaimer of All Warranties; Limitation of Liability. Provider makes no warranties of any kind, whether express or implied, for its Services. Provider specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. Provider will not be responsible for any losses or damages resulting from delays, nondeliveries, misdeliveries, service interruption, "down time", or Customer's errors or omissions. In the event that through its own negligence Provider fails to provide Services, Provider's total liability will be limited to the refund of Customer's Monthly Service Fee, prorated according to the actual time for which Provider failed to provide Services. "Down time" for regularly scheduled maintenance of Provider's network shall not be considered failure to provide Services. Provider shall have no liability for failure to provide Services resulting from the acts or omissions of third parties. Provider will not under any circumstances be responsible for consequential damages, including, but not limited to, any consequential damages arising from Provider's failure to provide Services in accordance with this Agreement.

11. Complete Agreement; Severability. The Agreement together with the accs.net,inc. Acceptable Use and Your Responsibilities policy and, if applicable, the accs.net,inc. Wireless Equipment Purchase Agreement, and the accs.net,inc. Broadband Wireless Service Contract are the complete and exclusive statement with respect to the subject matter hereof and supersede and merge all prior proposals, understandings, and agreements, whether oral or written, between Provider and Customer with respect to the subject matter hereof. In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. Customer may not assign its rights or duties under this Agreement without the prior written consent of the Provider, except to a successor of all or substantially all of its business and properties. The waiver by Provider or Customer of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that Provider or Customer may hold under this Agreement. This Agreement and any other written agreement to which ACCS is a party may only be amended by a written statement signed or created by ACCS.

12. Installation Software. The Internet Setup software provided by ACCS is provided FREE as is, without any warranty of any kind. The Provider is not responsible if the software directly or indirectly causes any damages, lost time, lost money, or lost data resulting from its use.

Signature