

Service Terms and Conditions

(last updated 2/18/10)

These Service Terms and Conditions (further to Customer's "Agreement") are agreed to by and between Creative Wireless, Inc. ("CWI") and the customer ("USER") as designated on their Service Order. In consideration of the mutual agreements and covenants set forth herein, the parties agree as follows:

1. Accounts and Service - CWI shall provide USER with an account (the "Account") on CWI's network, which will allow USER to access the Internet on the terms set forth herein and on the Service Order, as may be amended from time to time by CWI. USER's Account will include (dependent of account type) access to the World Wide Web, electronic mail ("e-mail"), and other Services commonly associated with the Internet (collectively, "Services"). CWI is NOT responsible for any USER's long distance telephone charges.

2. Term and Billing - CWI will enable USER's Account upon the date (the "Commencement Date") of CWI's acceptance of USER's Service Order. USER shall promptly notify CWI in writing or by e-mail of any changes in USER's Account information, such as changes in address or telephone number.

3. Payment - USER shall pay all fees, including the Monthly Service Fee, Setup Fee, and any other fees, as set forth on the Service Order. Some non-contracted fees are subject to change without notice.

Method of Payment:

All Services are prepaid. CWI reserves the right to collect the last month's non-refundable payment in advance and may collect or recollect such at anytime. There may be a fee for certain billing methodologies. Where an approved automatic payment method (i.e. credit card) is used, CWI shall automatically debit payments by USER using the original payment method specified or until modified by USER. It is the customers responsibility to notify us in the event that a credit card is changed prior to the date the card will be run. Should a card decline a \$10.00 decline fee will be charged to cover the manual handling of a recurring transaction. When the billing method is by "Invoice," CWI shall use e-mail, unless USER requests paper bills in which case USER will receive bills by means of conventional mail and will be invoiced at \$10.00 per each paper bill. Invoices are sent monthly and the terms are Net ten days from date of invoice.

Non-Payment:

CWI maintains a strict non-payment policy. If your Account payment becomes past due, your service will be temporarily disconnected and will not be reinstated under any circumstances until payment in full has been received. After 3 days if your account is still past due a \$10.00 service reinstatement fee will be applied to your account. If a payment is 31 days past due service will be permanently terminated and will require a new installation fee and any past due charges will be turned over to collections.

Collection:

There is a \$25.00 service charge for each returned draft/check and an \$25.00 collection fee for each item charged back to CWI via Credit Card. USER must notify CWI at least fifteen working days before the next payment is due if USER wishes to change the method of payment.

Accounting Cycle:

USER's accounting cycle begins on the Service commencement date and unless adjusted, this day of the month becomes the "Billing Day". CWI Billing Days are the 1st, 11th, and 22nd of each month, All accounts are billed on or about their Billing Day.

4. Amendment - CWI reserves the right to change the terms and conditions of this Agreement and/or any collateral agreements referenced herein, including the Acceptable Use Policy and the fee schedule, by notifying USER on the CWI's Web site (linked from home page) or by email at least 30 days in advance of the effective date of the change. Use

by USER after the effective date constitutes acceptance of the new terms and conditions.

5. Offensive or Illegal Materials - CWI does not knowingly post illegal content of any kind. There is, however, no monitoring of material posted to CWI's Web sites, FTP sites, or hosted domains by the USER. Otherwise, CWI exercises no control over the content of materials accessed through the Internet, including through the CWI network. Some materials posted by USERS or available through the Internet may be offensive to certain groups of individuals.

6. Acceptable Use Policy - USER agrees to be bound by the provisions of CWI's Acceptable Use Policy, which is incorporated by reference as if fully set forth herein and in the Customer Agreement, including all legal obligations arising there under. CWI's acceptable use policy is subject to change at any time and will take effect on the 31st calendar day following the posting of the new AUP to the location of <http://www.creativewireless.net/AUP.html> . It is the customers responsibility to check this URL for any changes on the 1st day of each month. No written notice will be given beyond this document.

7. Limitation of Liability and Indemnification - CWI nor its subcontractors will be liable for any loss of data or damage to hardware that occurs during installation of or any service performed on your computer in support of CWI Services. USER agrees that it is their responsibility to completely backup your computer prior to installation. USER further agrees that CWI and/or its contractors or affiliates are not responsible for any problems with your computer following the installation of or any subsequent service performed on your computer in support of CWI Services.

Your exclusive remedy for any and all losses resulting from this installation of equipment and your use of the Services, including CWI or its subcontractors negligence, will be limited to fees paid to CWI up to the time the damage is discovered.

Neither CWI nor its network Services supplier will be liable for unauthorized access to or alteration, theft or destruction of end user's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of company's or its network service supplier's negligence.

These Services are provided on an "as is" and "as available" basis without warranties of any kind either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. Neither CWI nor its affiliates warrant that these Services will be uninterrupted or error free or that any information, software or the material accessible on the Services are free of viruses or other harmful components.

CWI, its affiliates and its subcontractors will not be liable for any indirect, incidental, special, exemplary, punitive or consequential damages of any nature including personal injuries, property damage or loss of business that result in any way from your use or inability to use the Services or to access the Internet or any part thereof, or your reliance on or use of offers, claims, representations, promotions and transactions, information, service or merchandise provided on or through this Internet or the Services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, transmission or any failure of performance.

USER agrees to indemnify, defend and hold CWI, its affiliates and subcontractors harmless from any claims made by third parties arising out of the use of the equipment and/or the Services provided by USER or an authorized USER of your account, including the placement or transmission of any message, information, software or other materials on the Internet.

These limitations on liability and indemnification provisions inure to the benefit of and apply to: CWI, subsidiary and affiliated companies, any successor to CWI's business by way of merger, purchase of assets, or operation of law, and any subcontractors performing work on behalf of CWI.

8. Content Responsibility - USER understands that neither CWI nor its network Services supplier is responsible for the content of the transmissions which may pass through the Internet and/or the connectivity Services. USER agrees that it will not use the connectivity Services in ways that violate laws, infringe the rights of others, or interfere with the users, Services, or equipment of the network. For example, end user shall not distribute unsolicited advertising, chain letters, or commercial electronic mail ("spamming"); propagate computer worms or viruses; attempt to gain unauthorized entry to other computers, data or networks; distribute child pornography, obscenity, or defamatory material the Internet; or infringe copyrights, trademarks, or other intellectual property rights.

9. Connectivity - As a user of the CWI Service, connection is automatically disconnected upon: (a) Delinquent payment amount; or (b) detected illegal behavior. In no event will CWI or its network Services suppliers be liable for any damages, including, but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of or inability to use Services or products provided hereunder.

11. Export Compliance - USER further agrees to comply with U.S. Export Laws concerning the transmission of technical data and other regulated materials via the connectivity Services.

12. IP Addresses - Upon expiration, cancellation or termination of the Agreement, USER shall relinquish any IP addresses or address blocks assigned to USER by CWI or its network services supplier.

13. Equipment Access - Although customer may own the radio receiving equipment used to provide internet access at customers' premise, Customer will not have password access to this equipment. Customer may not use any forced means on customer provided equipment or CWI provided equipment to reset, reverse engineer, modify or change any hardware, software setting or radio location.

14. Survival - This Provision 14 entitled Survival, Provision 11 above entitled Export Compliance and any provision in all CWI agreements or policies which references 'Indemnification', 'Limitation of Liability', 'Limitation of Damages,' and 'Warranty Disclaimers' shall survive the termination of the Agreement.

15. Force Majeure - If the performance of any obligation hereunder is interfered with by reason of any circumstances beyond CWI's reasonable control including, but not limited to acts of God, lightning, wind, power surges or failures, labor strikes and other labor disturbances, or the act or omission of any third party, shall be excused from such performance to the extent necessary, provided that CWI shall use reasonable efforts to remove such causes of nonperformance.

16. Complete Agreement and Severability - This Agreement supersedes any other written or oral agreement, and represents the complete understanding between CWI and USER. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement may be signed, but does NOT have to be signed to be enforced. Proceeding to sign up, either online or by phone, constitutes acceptance of all terms and conditions set forth in this Agreement. In the event that legal action is required, it is agreed by the parties that the venue for all filings will be the Torrance, CA courts.