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## **Terms, Conditions and Standard Agreement from IG Net INC**

The staff of IG Net INC would like to welcome you to an exciting Internet experience.

NOT reading this document does not limit your liability regarding your subscription. Once you have used the service of IG Net Inc you have agreed to the terms of this agreement.

**INTRODUCTION.** IG Net INC provides its Subscribers a high speed wireless Internet connection, which we refer to as the "Service". The Acceptable Use Policies are intended to provide protection for our Subscribers and the Internet community, while also allowing IG Net INC to fairly share its network to all Subscribers. IG Net INC may modify the terms and conditions of this agreement at any time. The terms and conditions currently in effect shall be those found on the IG Net INC web site at [www.cowisp.net](http://www.cowisp.net). The prices for Services are subject to change at any time, with the most current prices and conditions can be found on the IG Net INC website at [www.cowisp.net](http://www.cowisp.net). IG Net INC refers to any individual, organization or business using the IG Net INC Service as a Subscriber.

**CANCELLATION.** The Subscriber is not obligated to any subscription fees for more than one month at a time, unless under a written signed contract. If the subscriber has prepaid for more than one month in advance and cancels the Service, IG Net INC shall refund any and all full month fees not used at the time of cancellation on a pro-rata basis (i.e. any discounted rates shall be forfeited on early cancellations). Any Services canceled after the 5th day after their due date will not receive refunds of money for that month's fees. IG Net INC will not refund any "set-up" or "installation" fees. A Subscriber wishing to cancel service must submit in writing a signed notice requesting the Service to be discontinued, and must also return in good condition the Customer Premise Equipment provided by IG Net INC during installation. The Subscriber will be responsible for monthly fees until the conditions for canceling service are completed.

If a customer who is in a term contract wishes to cancel early they will be charged an early termination fee of no less than \$200.00

**USE OF SERVICE AT YOUR OWN RISK,** The Subscriber is solely responsible for the content of communications on the Internet. The Service provided by IG Net INC is "as is" and at your own risk. IG Net INC denies any responsibility for the accuracy of information obtained through the Service. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. IG Net INC is not responsible or liable for any errors, delays, or interruptions. The customer understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

**SERVICE DISRUPTION,** IG Net INC does not guarantee uninterrupted access to the Internet. The Service provided by IG Net INC is obtained from numerous "backbone" Internet companies and connections and equipment can and do break down. IG Net INC will not and cannot be responsible for any disruption of Internet connectivity due to power outages, backbone supplier faults or breakage, IG Net INC equipment malfunction or any natural disaster. All Internet service is provided on an "as is" and "as available" basis. IG Net INC does not warrant for any loss of service time, transmission errors, connectivity or quality of service.

**INSTALLATION,** The Subscriber authorizes IG Net INC or its contractors to install the necessary software, wiring and other electronic equipment required for wireless Internet service at the premises specified by the Subscriber. The installation of the Customer Premise Equipment is necessary to provide the Service to the Subscriber and is referred to as the CPE Installation. The standard CPE Installation includes but is not limited to the installation of an antenna, a wireless transceiver, and the routing of cable by the most direct path to one computer at the Subscriber's premises. The connecting of multiple computers at the Subscriber's premises may require the costs of addition equipment, setup, and connection fees. Any requests for custom installation work may require additional charges. IG Net INC will not be liable for any alterations to Subscriber's premises that result from the installation or

removal of the CPE Installation, including but not limited to, any holes in walls, cable wiring or antenna mounting brackets.

**LINE OF SIGHT OR OBSTRUCTIONS,** The technology of wireless Internet communications is dependant on the amount of obstruction between the Subscriber's Premises and the IG Net INC towers. IG Net INC will make a reasonable effort to provide the Subscriber will the best Service possible. Unfortunately, some locations could experience changes in service do to season changes, ie. During spring and summer trees have leaves, or the construction new buildings. If the Subscriber experiences problems related to Line of Sight or obstruction issues, IG Net INC will make reasonable efforts to relocate or realign the Subscriber's antenna. However IG Net INC cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.

**NETWORK IP ADDRESS OWNERSHIP,** Any IP addresses assigned to the Subscriber are considered loaned, and not given. The IP address will revert back to IG Net INC when the Service is discontinued.

**SERVICE UTILIZATION,** IG Net INC continually monitors the amount of bandwidth consumed by the Subscribers. Subscriber activities which usually consume large amounts of bandwidth, include but are not limited to, multiple computers on the same connection, programs or servers which provide services to others via the Subscriber's Service, some types of gaming software. When excessive consumption of bandwidth by a Subscriber prevents all Subscribers fair access to the IG Net INC Service, IG Net INC reserves the right to take necessary steps to correct this problem. These steps include, but are not limited to, limiting bandwidth, disabling communication protocols, and discontinuing service.

**PAYMENT POLICY.** IG Net INC Subscribers will receive a monthly invoice. These invoices can be paid with check or by automatic credit card charges. The payment is due and payable on the first day (1st) of each month, any Subscriber not paying by the 15th day of the month may be subject to automatic locking of their account and access to the Internet as well as locking any web sites, business or personal, that may be served on IG Net INC servers as well as locking any e-mail that may being stored on IG Net INC mail servers. Any Subscribers not paying by the 30th day from the invoice date may be subject to deletion of services, including any web site or e-mail files that exist on the IG Net INC Internet system. IG Net INC Subscribers paying by automatic withdrawal from a credit card or checking account will be notified by phone, e-mail or postal mail if there is a non-payment issue associated with their account(s).

**TERMINATION AND UNACCEPTABLE USE.** IG Net INC may, at IG Net INC management's discretion, immediately terminate or reduce service to the subscriber upon any single or multiple incident of the following conditions: 1.) failure to pay subscription fees; 2.) automatic "pinging" for the sake of maintaining an unattended connection to the IG Net INC network, 3.) interfering with or disrupting Internet services, equipment or other users on the IG Net INC network; 4.) propagation of computer "viruses", 5.) unauthorized entry into another person's or organization's computer, information or communication devices, 6.) Web pages that are or may be considered pornographic, or libelous to individuals, organizations and groups, 7.) Unsolicited blanket E-mailing also known as "spamming", please see spamming definitions below. 8.) Any violation of Local, State, and Federal law, as well as any United States' treaties of International Law pertaining to illegal use of Internet and telecommunications equipment, and services, copyright or trademark law and pornography law, 9.) Storage and/or transfer of any copyrighted software or files without written permission from the owner of such copyrighted software or files. IG Net INC may terminate Subscriber service for other reasons upon 5-day e-mail notice. IG Net INC may refuse service to anyone.

**SERVICE SHARING,** If at any point in time IG Net INC discovers that the Subscriber is "SHARING" or "DISTRIBUTING" their Service or network connection to others outside the Premises, without the express permissions of IG Net INC, the Subscriber's Service will be terminated immediately.

**PASSWORDS and SERVICES.** The Subscriber is responsible for their individual passwords and login "usernames" and shall not intentionally give their password, or disclose any encryption keys "WEP"

used by IG Net INC to anyone. The Subscriber may not resell, assign or transfer this agreement or Internet access without prior written authorization from IG Net INC.

**INDEMNIFICATION.** IG Net INC, its officers and agents, and our partners, suppliers and their owners/officers, agents and employees are not responsible for any and all claims and losses accruing or resulting to any and all Subscribers and any other person, firm organization or corporation furnishing or supplying work, services, equipment, materials or supplies in connection with the performance of this agreement.

**CUSTOMER EQUIPMENT,** IG Net INC is not responsible for maintaining or supporting any equipment owned by the Subscriber, and is not liable for any damages to the Subscriber's computer(s) or other equipment.

**EMAIL** IG Net INC is not responsible for lost or deleted e-mail, regardless of cause. Unattended e-mail boxes are subject to removal after 60 days without notice. E-mail boxes that are target of "mail bombing" are subject to be disabled and/or removed without notice. E-mail lists of more than 100 recipients are not allowed and the transmission of such lists will result in termination without prior notice.

**EMAIL BANDWIDTH QUOTA** This Quota measures the amount of bandwidth transferred from your email accounts. Since email tends to be very small (just text), this is usually more than enough bandwidth to cover normal usage. If the quota is exceeded the account will be charged \$15/gB each month for the excess beyond quota. You can track current usage at <https://www.frii.com/account/quota/>. Each individual email account tracks usage separately. These are added together at the end of the month for overall quota purposes.

**EMAIL DISK QUOTA** You may use your allotted disk space to store email. Most email clients can be set to delete email from the service once it is downloaded (FRII highly recommends this), so email usually does not build up in normal use. This quota is open-ended. You may use as much disk space you need. Any amount used over the quota is charged \$1/mB/month. If you plan on using lots of disk space over your quota for an extended period of time (for a large web site, for example), volume pricing is available. You can track current usage at <https://www.frii.com/account/quota/>. Each individual email account tracks usage separately. These are added together at the end of the month for overall quota purposes.

**SPAMMING.** Spamming is the sending of unsolicited e-mail to any other Internet user in the world. IG Net INC does NOT tolerate any type of spamming regardless if the spam e-mail messages were relayed through our mail servers or not. This also includes using a return e-mail address of a domain name owned or hosted by IG Net INC. The Service of Subscribers that violate the spamming policies will be disconnected immediately without prior notice from IG Net INC. IG Net INC is not responsible for lost e-mail during or after the cancellation of the Service. No refunds for termination of services will be given due to spamming.

**WEB SERVICES,** A Subscriber may not advertise any business or service, either their own or other businesses, services or ventures, on the IG Net INC network without the knowledge of IG Net INC. Subscriber is responsible for all web page content and should maintain copies of all web page files at their own facilities or as backup files on their own computer(s). IG Net INC is not responsible for loss of any web page files for any cause.

**PHONE CHARGES,** IG Net INC is NOT responsible or liable for any phone charges you may incur as a result of connecting to IG Net INC Internet Services. IG Net INC will not pay for any phone charges of any Subscriber for any reason.