

## Internet Xpress, Inc. Account Terms and Conditions, Effective 1 April 2007

1. I acknowledge and agree to abide by the Terms and Conditions of this service agreement provided by Internet Xpress, Inc. I agree to pay for the services I select according to the billing policies currently in effect for Internet Xpress, Inc. I understand and acknowledge that these rates are subject to change without notice.
2. **Unlimited Access**- access to the Internet is defined as an **active** session. Any connection left inactive for more than 20 minutes may be disconnected. I may not use a "keep-alive program" to simulate activity. User Sessions are limited to 6 hours. After 6 hours I may be involuntarily disconnected from the Internet. I may then resume another 6-hour session. As a courtesy to all users I will disconnect from the Internet when it is not being used and abide by the terms of this policy.
3. All service is prepaid. **INVOICES ARE SENT VIA E-MAIL** approximately 25 days before the beginning of the pay period. There is a \$25 fee for all returned checks. Initial payments are prorated. All following payments are due on the first of the month of the service period. If Internet Xpress, Inc. does not receive my payment by the 1<sup>st</sup> of the month, my account may be suspended or terminated. Such action does not remove my obligation to pay for services rendered and amounts owed to Internet Xpress, Inc. In addition, I will be liable for all costs incurred by Internet Xpress, Inc. in conjunction with the collection of my account. In the event of non-payment, Internet Xpress, Inc. is under no obligation to deliver or maintain e-mail which arrives after the end of the paid period.
4. If I am not satisfied and wish to cancel my account within 7 days of the day Internet Xpress, Inc. activates my account, I may do so and receive a full refund of all money paid. This does not apply if I have been a prior user of Internet Xpress, Inc.'s services. **If I cancel my account I will be charged through the last day of the month of cancellation.**
5. Internet Xpress, Inc. makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of these services for any particular purpose. Internet Xpress, Inc. takes no responsibility for any damages suffered by me including loss of data from delays, non-deliveries, missed deliveries, or service interruptions, even if caused by Internet Xpress, Inc.'s negligence or errors and/or omissions. **Credits are not provided for interrupted service** due to user equipment failure, telephone company failure, failure of Internet Xpress, Inc.'s equipment, or any other reason.
6. Internet Xpress, Inc. services may be used for lawful purposes only. Transmission of material in violation of any United States or State law or regulation is prohibited and is my responsibility. This includes, but is not limited to: copyrighted material, threatening or obscene material, or material protected by trade secret.
7. At the discretion of Internet Xpress, Inc. my account may be revoked at any time. If my account is revoked for violation of this agreement no refund will be due. Otherwise, unused payments will be refunded on a pro-rated basis less time used through the last day of the current month calculated at the standard monthly rate of service and less a \$10 fee. If it is determined that I am participating in an illegal activity, I acknowledge that Internet Xpress, Inc. will notify the proper law enforcement authorities.
8. Non-payment is not considered cancellation notification, nor is moving without notification. Cancellation is required in writing. Cancellation of my account does not remove my responsibility under this agreement to pay all fees incurred up to the date Internet Xpress, Inc. confirms my cancellation including any collection fees incurred by Internet Xpress, Inc.
9. Internet Xpress, Inc. specifically denies any responsibility for accuracy or quality of any information obtained through the use of Internet Xpress, Inc. services. Any information I obtain through these services I use at my own risk. If I connect to any other organizations or services or networks, using Internet Xpress, Inc. facilities, I am also subject to their respective usage policies and or permission.
10. I agree to notify Internet Xpress, Inc. in writing of any changes in my personal account including address, phone number and cancellation of my account. I understand that only the signer of this agreement can cancel this account.
11. Certain materials available on Internet Xpress, Inc. systems are copyrighted materials. I agree not to publish or make available in any manner, any copyrighted material.
12. User Names are for use of the subscriber only. Sharing of my User Name with another is **not** allowed and will result in the cancellation of my account. I may load software on more than one computer, (work and home) but may only use one session at a time. I will contact Internet Xpress for additional accounts if I need multiple concurrent sessions. **I cannot re-sell my Internet service.** Using my account to provide internet service to other users, whether for profit or not, is strictly prohibited and will result in the cancellation of my account.
13. **These Terms and Conditions may change without notice. It is the User's responsibility to inquire regarding any changes.** The continuing use of my account after new policies have gone into effect will constitute my agreement to abide by the said policies. I acknowledge my responsibility to check the policy statement on a regular basis.
14. These Terms and Conditions supersede all previous agreements or understandings.