

## Terms and Conditions

Radio Link Internet (RLI)

This agreement (the "Agreement") is entered into by you ("Customer" or "you") and RLI for its subsidiaries and affiliates which provide the Internet Access Service ("RLI").

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### 1. Acceptance of this Agreement.

By signing this Agreement and by utilizing RLI's Internet Access Service, the customer is hereby accepting this Agreement (together with all of its attachments and the policies attached hereto) and agreeing to abide by its terms and conditions as they may be amended from time to time. If the customer does not accept this Agreement, the customer should not utilize the services offered here by RLI. Please take the time to read this Agreement carefully.

The terms and conditions of this Agreement may be amended from time to time by RLI by posting such change at <http://www.radiolinkinternet.com> (the "RLI Internet Site"). Use by the customer after a change to these terms and conditions has been posted by RLI shall constitute acceptance by the customer of such changed terms. If the customer does not wish to accept such changes, the customer's only remedy is to terminate the services RLI is providing under this Agreement within thirty (30) days of the date the change was posted.

## 2. The Service.

Subject to and in accordance with the terms and conditions of this Agreement, RLI will provide to the customer's home within the United States (the "Site") with (a) Wireless Communications Equipment through which the customer may access the Internet via personal computer (the "Service") and (b) software for diagnostics purposes (the "Software").

(a) Equipment. All equipment installed at your home is the sole property of RLI and must be returned to RLI in undamaged working condition within 14 days of termination of this Agreement by either party. If termination is a result of delinquent payment for services, the equipment must be returned to RLI within 5 days from the date of the invoice for this delinquent payment. If the equipment is not returned within these terms or is returned damaged or not working, the customer agrees to pay \$1000.00 towards the price of the equipment. If the customer pays monthly by Credit Card, the customer agrees that \$1000.00 will be charged to the customer's Credit Card on file.

## 3. RLI Support and Maintenance of the Service.

RLI will provide customer support for use of the Service solely on the equipment and with the Software described in Paragraph 2. The customer will be required to use the Software to trouble-shoot specific problems prior to contacting RLI's service department and/or requesting a service technician to come to the Site to make repairs. Please take the time to read the RLI Privacy Policy attached hereto so that the customer understands the ways in which the information the customer provides during this process (and otherwise during your use of the Service) may be used by RLI. RLI does not guarantee that the support will be available or that RLI will make the Service work on your system or resolve all problems in connection therewith. Support will be available on a commercially reasonable basis via telephone, electronic mail, or at the RLI Internet Web Site. Telephone numbers for such customer support are posted on the RLI Internet Web Site and are included in the Contact Us section of this Agreement. If the customer's use of the Service, Software or any other equipment supplied by RLI requires that RLI visit your site for assistance, repair, installation, or connection, RLI shall be entitled to charge its then prevailing rates and costs for such visit. RLI does not undertake to correct or repair and shall have no responsibility for software, hardware, or equipment that it does not supply, and makes no guarantee that it will be able to fix the software, hardware, or equipment even if supplied by RLI.

## 4. The Customer's Obligations.

### (a) Payment.

The customer is obligated to pay the monthly charges for the Service set forth on the customer's Service Order Form or such charges that may be changed from time to time by RLI at its discretion upon reasonable notice to the customer (including by posting such change at least thirty days in advance of the change on the RLI Internet Web Site). If the customer does not want to retain the Service because the charges changed, the customer may terminate the Service at any time as set forth in Paragraph 11 below. All monthly charges are required to be paid at the beginning of the month in which service is being rendered. In the customer's registration information, the customer may decide to pay the monthly charges with a credit card in which case the monthly charges will be automatically charged to the customer's credit card account. The customer shall be responsible for all applicable federal, state and local fees and taxes imposed on such charges.

### **PAYMENT POLICY**

RLI Subscribers will be billed monthly for service. The customer may pay with check, Money Order, cash, or by automatic credit/debit card payment.

(i) Payments due. Invoices are generated on the first day (1st) of each month and are due within ten(10) days. Any Subscriber not paying by the 10th day of the month will be assessed a \$15.00 Late Fee. If payment is not received by RLI by noon on the 15th of the month the account will be locked preventing access to the Internet as well as locking any web sites, business or personal, that may be served on RLI servers as well as locking any e-mail that may be stored on RLI mail servers and you will be assessed a \$25.00 Disconnect Fee.

(ii) Failure to pay. If the customer fails to pay the monthly charges by the 10th of the month, RLI will impose a \$15.00 late fee. Any account not paid in full by noon on the 15th of the month will result in the Service being disconnected and a \$25.00 disconnect charge will be assessed.

(iii) Deletion of service. Any Subscribers not paying by the 20th day from the invoice date may be subject to deletion of services, including any web site or e-mail files that exist on the RLI Internet system, and if under contract will not receive a refund. RLI 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).

(iv) Disconnect fee. If the customer's service is disconnected due to nonpayment or other breach of this Agreement, and if RLI agrees to reconnect the Service, the customer will be obligated to pay a \$25.00 disconnect charge.

(v) RLI will charge a \$35.00 service fee for all returned checks and bank card or charge card charge backs.

(vi) Charges for over usage. Accounts with limited hours of usage may be charged an over usage fee for the month the over usage occurred.

(vii) Charges for other services or goods. From time to time the customer may decide to select additional services or purchase goods offered by RLI or by third parties. Such services and goods are not covered by the monthly fee and the customer will be charged for them. Invoice for these services are due within ten (10) days for the date of the invoice. Any payment not received by the 10th day will be assessed a late charge of \$15.00 unless other payment arrangements are agreed to by RLI.

(viii) RLI provides all invoices sent by e-mail at no cost. If you demand to get a mailed copy of said invoice you will be charged \$5.00 every month for this mailing.

(b) The Customer's Online Conduct and Use of this Service. As a condition of this Agreement, the customer agrees to use the Service in accordance with the terms and conditions of this Agreement and the RLI Internet Acceptable Use Policy. The customer understands that RLI has the right to enforce these terms and conditions, and the RLI Internet Acceptable Use Policy in its sole discretion. In the event of a violation by the customer, RLI may, among other steps, issue a warning, suspend or terminate the customer's Service, remove posted content, cancel newsgroup posts, and/or filter Internet transmissions, and RLI has no obligation to notify the customer prior to taking any such steps. RLI reserves the right but has no obligation to monitor compliance and investigate violations of this Agreement and the RLI Internet Acceptable Use Policy, including by monitoring usage and publicly posted content, gathering information from the customer and other users, and examining material on RLI's servers and network. RLI shall not be liable for any disciplinary actions taken to enforce this Agreement or RLI's Internet Use Policy.

(c) Use by minors. While the customer has represented to us that the customer is at least 18 years of age and RLI is relying on that representation, we wish to express additional cautions in connection with any use of this Service that the customer allows to be made by minors with the customer's computer system. The customer shall be responsible for such use and RLI strongly recommends that any use of this Service by a minor be conducted under the supervision of a responsible adult.

(d) Responsibility for security of the customer's credit card and other information the customer provides on the Internet. From time to time the customer may decide to visit various third party sites or to order products or services from third parties when the customer accesses the Internet. RLI recommends that the customer uses good common sense when making the customer's credit card and any other information about the customer available to others on the Internet. The customer is solely responsible for the security of the customer's credit card and similar information from unwanted charges or use.

(e) Current address and information. You are required to keep RLI notified of any changes in the information the customer provides to us, including when you initially registered to use the Service. Of particular importance is the need for your current address, phone number, and e-mail address so RLI may contact the customer if needed.

(f) The Service is for the customer's personal use only.

(i) The Service is provided to the customer solely for personal use. The customer agrees to use the Service for only personal interests and not to promote the customer's profession or business, to engage in the sale of goods or services, or to solicit funds or other things of value for charities or other causes.

(ii) The customer agrees not to use the Service as an Internet service information provider or for any other commercial venture of any nature, including, without limitation, reselling, redistributing or licensing access to the Service.

(iii) In the event the customer violates any of these provisions, RLI may charge the customer (and the customer hereby authorize RLI to charge such costs if RLI so decides) the additional cost the customer would have incurred if the customer had secured a commercial account, whether or not one is available in the customer's area.

(g) Theft of Service. The customer may not use any service offered by RLI for which the customer does not have an active account. If such activity is discovered, RLI may pursue all of its remedies, including, without limitation, by charging for such additional use.

(h) Assignment or sharing of Service. The customer may not resell, share, sublicense or otherwise distribute the Service or any portion thereof to any third party without the prior written consent of RLI. For example, the customer may not provide Internet access to others through the customer's connection, host shell accounts, provide e-mail or news services to others, or send a news feed.

## 5. Your Warranties, Representations and Indemnifications.

(a) Warranties and Representations. The customer warrants and represents that: the customer is at least eighteen years of age; the customer will use the Service only in accordance with this Agreement; the customer will make all payments required herein; and the customer is a resident of the United States or Puerto Rico.

(b) Indemnification. The customer agrees to indemnify and hold harmless RLI (its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents and representatives) (together "RLI Indemnified Entities") against any cost, claim, liability or expense any of the RLI Indemnified Entities incur as a result of or arising out of

(i) the customer's breach of this Agreement or the customer's warranties and representations made herein;

(ii) the customer's willful, negligent, tortuous or criminal acts or omissions;

(iii) any improper use of your password, name or user name; and/or

(iv) the customer's violation of any third party rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, RLI and/or the affected RLI Indemnified Parties shall notify the customer and the customer shall cooperate in their defense at the customer's sole cost and defense. As part of the customer indemnification obligations, the customer agrees to reimburse RLI for any costs it incurs, including in complaint fees charged by AOL, UUNet and similar network providers and in investigation expenses, due to complaints filed regarding the customer's activity (or activity for which the customer is responsible) using the Service.

## 6. Software License and Ownership of The Customer's Contributions.

(a) Software License. The Software is the property of RLI. RLI hereby grants to the customer a nonexclusive, nontransferable license to use and to install on the customer's computer system at the Site (but not to modify or otherwise change in any way) the Software for use solely in connection with the Service. No use of the Software may be made for any other purpose. The customer may not copy the Software (except as necessary to use it in the customer's computer at the Site as provided herein). Ownership of any such copies shall remain with RLI. Upon any termination, expiration, or disconnection of this Agreement or the Service, this license shall terminate and the customer shall destroy all copies of the Software that were delivered to the customer and/or made hereunder (including by erasing and deleting the Software from the customer's computer systems).

(b) Ownership of The Customer's Contributions. In the event that the customer participates in any bulletin board, chat room or similar forum, RLI shall have the right to use, publish, transmit in any way and in any media such contributions and to indicate that the customer is the author thereof.

#### 7. The Customer Privacy and Personal Information.

We consider the customer's privacy to be very important and we want to be sure the customer is aware of and agrees to the way in which RLI might use personal information about the customer. You hereby agree to RLI's Internet Privacy Policy in which we detail the ways in which we might utilize personal information belonging to the customer. Please keep in mind when the customer posts any information on the Internet, including, without limitation, in Chat Rooms (defined below), that the information the customer posts, whether about the customer or others, may be viewed by others. Use good sense and prudence in determining the extent of personal information the customer wishes to make available to others.

#### 8. Disclaimers and Limitation of RLI's Liability.

(a) THE CUSTOMER EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY RLI ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY. YOU HEREBY EXPRESSLY AGREE THAT THE USE OF THE SERVICE, THE INTERNET, AND ANY SOFTWARE OR EQUIPMENT PROVIDED BY RLI IS AT YOUR SOLE RISK. ANY AND ALL RLI SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. RLI MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON YOUR PARTICULAR COMPUTER OR COMPUTER SYSTEM. RLI SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO YOUR COMPUTER SYSTEM, DATA, INFORMATION OR EQUIPMENT. RLI HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT YOU MAY USE WITH OR ACCESS USING THE SERVICE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY. IN NO EVENT SHALL RLI BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCLUDING LOST PROFITS, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT OR THE INSTALLATION, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICE, SOFTWARE OR EQUIPMENT PROVIDED BY RLI, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF RLI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU AND IN SUCH STATES RLI'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

(b) RLI IS NOT RESPONSIBLE FOR FORWARDING E-MAIL SENT TO ANY ACCOUNT THAT HAS BEEN SUSPENDED OR TERMINATED. RLI MAY DESTROY, RETURN, IGNORE OR TEMPORARILY STORE SUCH RETURNED E-MAIL IN ITS DISCRETION.

#### 9. RLI is not responsible for Third Party Content, Sites, Services, Products or Unauthorized Access to The Customer's Communications.

(a) Unauthorized Access. RLI's network is a shared one used by users to access a variety of services. Neither the network nor the Internet itself provides security against unauthorized access. Others may access or monitor your

activity and conduct while you are using the Service. RLI is not responsible for any unauthorized access to the data, files, and transmissions, communications sent to or from the customer or unauthorized access to your computer. The customer is solely responsible for the security of any computer or other device with which the customer connects to the Service, and any data, programs or information stored on that device. If the customer chooses to run applications from the customer's computer system that permit others to gain access to it, the customer must take appropriate security measures. The customer's failure to do so may cause RLI to terminate the Service.

**(b) Bugs, Trojan horses, viruses and similar problems.** The customer understands that RLI is not responsible for any bugs, viruses, Trojan horses or other damaging attributes that may be found in any software installed on the customer's computer, which the customer downloads from the Internet or which gains access to the customer's computer through the Service.

**(c) Third party services, products and content.** The customer understands that while RLI supplies access to the Internet, it is not responsible for the services or products offered by others on the Internet, nor is RLI the publisher of any information on the Internet that is provided by others, including, without limitation, other users on bulletin boards, in chat rooms and similar venues. RLI makes no commitment to review, monitor or filter and does not endorse or otherwise vouch for, any service, product, information, programs, data, or content sent, accessed, offered or advertised over the Internet or otherwise made available to the customer by any individual, information provider, on-line service or content provider (other than RLI). Such content may include profane, obscene, indecent, disturbing, illegal, abusive, infringing, offensive or other material you may find problematic. RLI is not responsible for any such content. If the customer becomes aware of material that the customer believes may be infringing, illegal, obscene, defamatory or otherwise problematic, please contact us at the address set forth below under "Contact Us". RLI reserves the right to take a variety of steps, including, without limitation, removing (temporarily or permanently), filtering, canceling and/or blocking any material that in its sole judgment is inappropriate or violates the terms and conditions of this Agreement, including the RLI Internet Acceptable Use Policy, although RLI is not responsible for any failure or delay in taking any such step.

## 10. Contact Us.

**(a) Billing Information, Questions or Concerns.** If the customer have questions or concerns or simply would like more information about the costs the customer might incur in using the Service or with the customer's particular account, please contact RLI at 507-417-4176.

**(b) Concerns about possible infringement or inappropriate conduct or content on RLI sites or sites accessed by the customer through the Service.** If the customer believes that certain software, information or other content on any RLI site or on any site accessed through the Service violates the customer's rights or the rights of others, or if the customer believe that another user is violating the terms of this Agreement and/or the RLI Internet Acceptable Use Policy, please feel free to contact us at 507-417-4176 or <http://www.radiolinkinternet.com>. RLI does not commit to following up or resolving the customer's concerns, but may do so in our discretion.

**(c) General Information.** For general information about RLI and RLI Services, please contact us at: 507-417-4176

**(d) Customer Support and Service.** For customer service and support, please contact us at 507-417-4176 or the support option on our billing site. RLI provides free tech support up to the end of our cable, after that it is a billing service.

## 11. Cancellation and Termination.

**(a) Termination by RLI.** RLI reserves the right in its discretion to suspend and/or terminate this Agreement and to disconnect the Service, in whole or in part, at any time, with or without cause and with no obligation of prior notice to the customer. RLI may also pursue any other legal remedies it deems appropriate.

**(b) Termination by The Customer.** Regular wireless customers may terminate the Service at any time by calling 507-417-4176. The customer will be charged for service up until the time RLI receives notice of termination from the customer and that date cannot be back-dated. The customer shall be obligated for the monthly charge in which

termination became effective and will not receive a refund of contract if so under one. The customer has ten(10) days after the customer's notice of termination to bring the customer's balance to zero (0) or other fees and service charges may be applied.

(c) The customer's sole remedy against RLI in the event of dispute arising out of this Agreement, software or equipment supplied by RLI, the Service or the customer's use thereof, is to terminate this Agreement.

(d) The Customer's files. In the event of termination of this Service, RLI may delete and/or store in its discretion, any files, programs, data or messages associated with the customer's account.

## 12. Governing Law.

This Agreement shall be governed by all laws of the state of Minnesota or laws of the United States without regard to its conflict of law principles.

## 13. Disputes.

If the customer has a complaint regarding any aspect of the customer's service, we encourage you to first contact our Customer Service Department at 507-417-4176. Billing complaints must be made in writing within twenty (20) days of the billing in question or they will not be honored.

## 14. Installation.

The customer agrees to either statement (a) or (b) below.

(a) The customer as the owner of the premises where RLI service is to be installed gives RLI permission to install service equipment including but not limited to mounting of an antenna and routing cable that penetrates the structure. RLI shall not nor is not obligated to bury cables, this responsibility is the homeowner's obligation.

(b) The customer has received written permission from the owner of the premises where RLI service is to be installed giving RLI permission to install service equipment including but not limited to mounting of an antenna and routing cable that penetrates the structure. RLI shall not nor is not obligated to bury cables, this responsibility is the customer's obligation.

## 15. Miscellaneous.

(a) This Agreement is the customer's entire agreement with RLI and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the RLI Indemnified Parties. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.

(b) This Agreement and the customer's rights and obligations under this Agreement may not be assigned by the customer in whole or in part without RLI's prior written consent.

(c) The Service is provided to the site initially selected by the customer. The customer may not transfer the Service to another site without RLI's prior written consent (even if the customer moves to a new residence).

(d) RLI shall have no obligation to make any specific information, data, service, programs, Newsgroups or other material available through the Service and may block any such material in its sole discretion.

(e) RLI is not responsible for replacement of cables damaged by any animal, humans, etc. It is the customer's responsibility to secure them and the customer's will be charged a service fee and the cost of the cable if replacement is required.

(f) The Service Order Form, Acceptable Use Policy, and Privacy Policy are incorporated herein by reference and are an integral part of this Agreement.

(g) Wherever a remedy is expressly provided to RLI hereunder, such remedy is intended to add rather than to restrict all of RLI's remedies in law and equity.

**By signing below, I hereby acknowledge that I have read and accept this Agreement and all attachments thereto.**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_