

# General Terms & Conditions

These Terms and Conditions govern the services specified on the WebKraft Wireless Subscriber Agreement Order Form attached hereto and made a part hereof (collectively, the “Subscriber Agreement”), provided by one or more of the operating subsidiaries, affiliates, contractors and subcontractors of WebKraft Wireless, as the context may require (collectively, “WebKraft Wireless”). As used in this Subscriber Agreement, “you”, “your”, “subscriber” and similar words refer to the person or entity (collectively “Customer”), that is ordering and will be utilizing services pursuant to this Subscriber Agreement and the applicable Terms of Service Addendum and “WebKraft Wireless,” “we,” “our,” and “us” refer to WebKraft Wireless, any of its operating subsidiaries, affiliates, contractors and subcontractors. By enrolling in, using, or paying for the services provided by WebKraft Wireless, you agree to the prices, charges, terms and conditions in this agreement. If you do not agree to these prices, charges, terms and conditions, do not use the services and you must cancel the services immediately by calling WebKraft Wireless at 352-529-0400 for further directions.

**SERVICES PROVIDED:** WebKraft Wireless (“Services”) includes, but is not limited to: “Internet Services,” “Voice Services,” and “Digital Broadcast Services.” All Services must be ordered by submitting a Subscriber Agreement Order Form (“Order Form”). All Order Forms are part of and incorporated by reference to this Subscriber Agreement and constitute the entire Agreement.

**INTERNET SERVICES:** WebKraft Wireless and its affiliates provide to its Customers several information technology related services such as Internet access, electronic mail (E-mail) packages and services, web-hosting, and other online and Internet related services. WebKraft Wireless services are offered exclusively for personal customer use or for internal company use only. WebKraft Wireless services are not available for resale, except with express, written consent from WebKraft Wireless. Additional terms and conditions are specified in the Internet Service Terms of Service Addendum.

**VOICE SERVICES:** WebKraft Wireless provides a conduit between you the customer and the Voice Over IP service of your choice. There is no express written guarantee that these services will or will not work properly over our network. We will work closely with our customers and the provider of their choice to resolve issues. WebKraft Wireless is not responsible for any loss of service or downtime to your voice service.

**DIGITAL BROADCAST SERVICES:** WebKraft Wireless may provide Digital Broadcast Services to the Customer in the future but this service is not available at this time. When they are available this document will be amended.

**BUNDLING OF SERVICES:** WebKraft Wireless may offer discounts in association with bundled service packages of Internet Service and eligible Companion Services. Eligible Companion Services currently may include such things as Local or Long Distance Voice Services, or any additional WebKraft Wireless Service, which may be amended from time to time. Applicable discounts apply to the charges for the Internet Service product only. The discount amounts vary based on the number of eligible Companion Services subscribed to by the Customer.

If Customer cancels any Companion Service, WebKraft Wireless will reduce the discount, as applicable.

**CREDIT CHECK:** WebKraft Wireless reserves the right to verify and approve credit as a condition of providing Internet Service, Voice Service, or Digital Broadcast Service. If, as a result of such credit check WebKraft Wireless requires Customer to enter into a letter of credit in favor of WebKraft Wireless, provide a security deposit or similar credit protection mechanism, Customer shall provide such reasonably requested security or similar credit protection mechanism. If the Customer does not provide such security or agree to similar credit protection mechanisms, this Subscriber Agreement shall be automatically terminated without any further action required by either party with neither party being liable to the other for any costs or expenses incurred in connection with this Subscriber Agreement or its termination pursuant to this clause. An Addendum to this Subscriber Agreement, which outlines additional billing and payment terms, may be added after WebKraft Wireless completes the credit review and authorization process. Such Addendum shall be read in conjunction with this Subscriber Agreement and is part of the entire Agreement between Customer and WebKraft Wireless. Credit card verification and validation will be required for all WebKraft Wireless prospective customers requesting credit card billing.

**LOSS OR DAMAGE:** Customer hereby agrees to reimburse WebKraft Wireless for any loss of or damage to, any WebKraft Wireless Facilities resulting from theft, willful injury, or any other cause whatsoever unless such damage or loss is due to WebKraft Wireless's sole gross negligence or willful misconduct.

**SUBSCRIBER'S DUTIES & OBLIGATIONS:** The Customer shall provide all necessary preparations required for WebKraft Wireless to install, test, operate, repair, maintain, upgrade or remove any of the Facilities associated with any Services being provided by WebKraft Wireless. The Customer acknowledges that they will be solely responsible for any and all costs of the installation as set forth on the order form. Customer shall also be solely responsible for the costs of relocating a WebKraft Wireless service once WebKraft Wireless installs Facilities for such Service. In addition, the Customer will furnish WebKraft Wireless and/or its agents with reasonable access to the Customer's premises to perform any functions required by this Subscriber Agreement. Subscriber shall provide all information WebKraft Wireless requires to ensure proper installation and operation of Services. Subscriber understands that incomplete or inaccurate information provided by it, or on its behalf, may cause delay and WebKraft Wireless may charge subscriber for any extra cost of installation caused by such provision of incomplete or inaccurate information. During the term of this Agreement, the Customer is prohibited from making available or transmitting any content, material, message or data through the Internet Service, Voice Service or Digital Broadcast Service that is in violation of: (i) any local, state, federal, foreign or international law, regulation, or treaty; or (ii) any third party's rights. Except as provided in the applicable Terms of Service Addenda, the Customer agrees, during the term of this Agreement, not to disturb, tamper with, alter, or move WebKraft Wireless's Facilities, and the Customer further agrees not to attach or permit the attachment by unauthorized persons of any additional facilities, equipment, or devices to WebKraft Wireless's Facilities. In addition, the Customer warrants that it will comply with each and every term and provision of the Subscriber Agreement, the Terms of Service Addenda and WebKraft Wireless Tariffs and any related attachments and all applicable laws and regulations including but not limited to copyright, trademark, trade secret, patent, export, import and custom laws, rules and regulations. The Customer further agrees, during the term of

this Agreement, that it will not use the Services for any unlawful purpose or for any use to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents or permits, including but not limited to storing, distributing or transmitting any unlawful material, making direct threats of physical harm to any person or entity or engaging in spamming (i.e. the sending of unsolicited commercial emails to numerous addresses or news groups). The Customer agrees to comply with the most current versions of applicable Terms of Service Addenda and Acceptable Use Policies, which may be amended from time to time, the current versions of which are posted on WebKraft Wireless's web site at ([www.WebKraft-HS.net](http://www.WebKraft-HS.net)).

**TERM:** The term (the "Initial Term") of this Subscriber Agreement shall be for the period specified on the Subscriber Agreement Order Form :either two (2) years, beginning on the 1st or 15th (which ever is closer)of the month following the date WebKraft Wireless completes the installation and connection of its Facilities to the Customer's location. This Subscriber Agreement shall automatically be renewed for successive terms (each a "Renewal Term") for one year in length to the Customer's Initial Term unless either party provides written notice that it does not intend to renew the Subscriber Agreement in writing to the other party at least thirty (30) days, prior to the end of the Initial Term or any Renewal Term hereof. Early cancellation of services will constitute a breach of contract and a \$200 early cancellation fee will be imposed.

#### **CHARGES AND PAYMENT:**

**General:** You agree to pay us for the Services specified in the Order Form(s).

**Price Changes.** We may change the prices and charges for the Services from time to time. We may decrease prices without providing advance notice. You understand that it is your responsibility to periodically review WebKraft Wireless's web site for changes to any of the policies mentioned. .

**Billing:** Billing for WebKraft Wireless's Services will commence when the installation and connection to Customer's location is complete, whether the Customer uses any of the WebKraft Wireless provided Services or not. WebKraft Wireless shall bill the Customer on a monthly basis, except where expressly stated in a customer-specific contract or addendum. Customer must notify WebKraft Wireless of any disputed items on a bill for WebKraft Wireless Services within thirty (30) days of receipt of the bill or such bill shall be deemed correct and binding.

**Payments** Customer payments of WebKraft Wireless invoices are due within thirty (30) days of the date on the invoice (the "Due Date"). If any invoice submitted by WebKraft Wireless is not paid by the Due Date, the Customer agrees to pay WebKraft Wireless a late fee of \$10.00 per month on all past due amounts on any invoice from the Due Date. If any WebKraft Wireless invoice is not paid within forty-five (45) days of the Due Date, WebKraft Wireless shall have the right to terminate this Subscriber Agreement and all corresponding Services to the Customer and to pursue any and all rights and remedies that it has at law or equity. There will be a \$35.00 re-connect fee, upon approval of WebKraft Wireless for re-connection of service. In the event WebKraft Wireless incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed to WebKraft Wireless, Customer shall be liable to WebKraft Wireless for the payment of all such fees and expenses reasonably incurred. If your check, bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$25.00.

**Taxes and Other Charges:** You must pay all taxes, fees, surcharges and other charges that we bill you for the Services, unless you can show with documentation satisfactory to us that you are exempt. Taxes and surcharges will be in the amounts that federal, state and local authorities have

established. We will not provide advance notice of changes to taxes and surcharges, except as required by applicable law.

**Unauthorized Uses of Service:** You are responsible to prevent the unauthorized use of the Services and to notify WebKraft Wireless of any such unauthorized use. You are responsible for payment for any such unauthorized use. Keeping your password safe is your responsibility. If you believe your security has been compromised you may contact WebKraft Wireless and we can change your password.

**WARRANTY LIMITATIONS:** ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE CUSTOMER'S USE IS ENTIRELY AT ITS OWN RISK. WEBKRAFT WIRELESS MAKES NO REPRESENTATION OR WARRANTY WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES BEING OFFERED, ITS NETWORK, ANY OF ITS SYSTEM EQUIPMENT OR ANY EQUIPMENT USED BY THE CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS TO THE FULLEST EXTENT POSSIBLE. WEBKRAFT WIRELESS SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY, AND MAKES NO WARRANTY, FOR THE SUBSTANCE, ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS NETWORK, AN ACCOUNT, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WEBKRAFT WIRELESS DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, WEBKRAFT WIRELESS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. THE CUSTOMER UNDERSTANDS AND AGREES THAT WEBKRAFT WIRELESS HAS NOT MADE ANY GUARANTEES OR PROMISES WITH RESPECT TO THE SPECIFIC DATE ON WHICH SERVICES WILL BE MADE AVAILABLE TO THE CUSTOMER. THE CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT WEBKRAFT WIRELESS HAS ADVISED THE CUSTOMER NOT TO TERMINATE ANY SERVICES THAT IT IS NOW RECEIVING FROM OTHER SERVICE PROVIDERS IN RELIANCE ON WEBKRAFT WIRELESS ESTIMATES AS TO WHEN SUCH SERVICE WILL BE AVAILABLE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL WEBKRAFT WIRELESS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE LOSS OF GOODWILL OR PROFITS, SAVINGS OR REVENUE, HARM TO BUSINESS, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY CAUSE WHATSOEVER, ARISING OUT OF OR IN RELATION TO FURNISHING OF SERVICES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, INCLUDING DELAYS IN STARTING SERVICE, ERRORS, DEFECTS, REPRESENTATIONS, CUSTOMER'S USE OF WEBKRAFT WIRELESS' SERVICES OR CUSTOMER'S INABILITY TO USE WEBKRAFT WIRELESS' SERVICES, WHETHER CAUSED BY ACTS OF COMMISSION OR OMISSION, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH LIABILITY. IN NO EVENT SHALL WEBKRAFT WIRELESS' LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO

THIS AGREEMENT EXCEED THE TOTAL INVOICE AMOUNT INCURRED BY THE CUSTOMER DURING THE ONE MONTH IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO SUCH CAUSE OF ACTION. IN NO EVENT SHALL WEBKRAFT WIRELES' LIABILITY FOR DAMAGES CAUSED BY WEBKRAFT WIRELESS' NEGLIGENCE TO PERSON OR PROPERTY EXCEED THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. WEBKRAFT WIRELESS WILL NOT BE LIABLE FOR ANY DAMAGES IF SERVICES ARE INTERRUPTED, OR THERE IS A PROBLEM WITH THE INTERCONNECTION OF OUR SERVICES WITH THE SERVICES OR EQUIPMENT OF SOME OTHER PARTY. THIS SECTION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

**DEFAULT:** A party to this Agreement shall be deemed in default of the Agreement upon the occurrence of any one or more of the following events: (i) such party violates any applicable laws, statutes, ordinances, codes or other legal requirements with respect to the Services and such violation is not remedied within ten (10) business days after notice thereof; or (ii) such party fails to perform its obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after notice thereof, except for payment defaults, for which no cure period shall be available.

**SUBSCRIBER TERMINATION:** If the Customer terminates this Subscriber Agreement, and any related attachments prior to the expiration of the Initial Term or any Renewal Term for any reason other than WebKraft Wireless' material breach beyond all applicable notice and cure periods, the Customer shall pay to WebKraft Wireless a termination fee equal to the following: (i) If cancellation occurs prior to installation: the one time installation fee plus the monthly recurring fee for the first month (ii) If cancellation occurs after installation: the amount of \$200 will be paid to WebKraft Wireless. In either (i) or (ii) above, Customer shall be responsible for paying any costs incurred by WebKraft Wireless, including without limitation, internal administrative costs and any local service contract termination charges, with respect to ordered circuits, local loops or other Services canceled prior to installation or the completion of any term commitment made by WebKraft Wireless. Billing for all Services will continue up to the date that the Service is uninstalled. Additional termination fees may apply, as specified in the Terms of Service Addenda. This Subscriber Agreement remains in effect for any Services that Customer continues to be enrolled in, use, or pay for. To terminate the Subscriber Agreement, the Customer must notify WebKraft Wireless via e-mail ([info@webkraft-hs.net](mailto:info@webkraft-hs.net)) or by written notice to the WebKraft Wireless (112 NE 6<sup>th</sup> Ave. Williston, Florida. 32696).It is advised to have return receipt.

**WEBKRAFT WIRELESS TERMINATION:** WebKraft Wireless may terminate this Subscriber Agreement immediately without incurring any liability if: (i) the Customer breaches any term or provision of this Subscriber Agreement, (ii) WebKraft Wireless determines in its sole discretion that termination of Services and the Subscriber Agreement is necessary to protect itself, the Customer, other customers or the general public against acts of fraud and other unlawful activities, or (iii) any local, state, national or international law or agency makes it unlawful for WebKraft Wireless to provide Services to the Customer. WebKraft Wireless may also terminate this Subscriber Agreement, without incurring any liability, if such termination occurs the earlier of (i) thirty (30) days written notice or (ii) the minimum notice period required under applicable regulatory or statutory schemes if (a) despite making commercially reasonable efforts to do so, WebKraft Wireless is unable to secure or maintain the necessary Facilities or utilities required to provide Service to the Customer, (b) any local, state, national or international law makes it

infeasible for WebKraft Wireless to provide or continue to provide such Services to the Customer, or (c) WebKraft Wireless determines in its sole discretion that it is commercially unreasonable to perform any or all of the Services provided to the Customer WebKraft Wireless may suspend, restrict, or cancel the Services of this Subscriber Agreement, upon the earlier of (i) thirty (30) days written notice or (ii) the minimum notice period required under applicable regulatory or statutory schemes, if Customer does not make payment for current or prior bills by the required Due Date, including payment for late fees or any other required additional charges. The continuation of Service by WebKraft Wireless beyond the Due Date for which payment for Services was not received does not affect WebKraft Wireless' right to cancel Service for nonpayment at any time. WebKraft Wireless' termination of Service does not relieve Customer of its obligation to pay WebKraft Wireless for charges due up to the time of discontinuance or suspension of Service.

**MISCELLANEOUS:**

Entire Agreement. This Subscriber Agreement, together with the WebKraft Wireless Tariffs, where applicable, the Terms of Service Addenda, and Service Level Agreements where applicable, constitute the entire agreement between the Customer and WebKraft Wireless and supersedes all other agreements whether written or oral, including but not limited to any advertising, brochures, proposals, representations, or understandings regarding the subject matter hereof, and shall prevail if any conflict arises.

**Changes to Agreement:** The Subscriber Agreement may not be modified except in writing. WebKraft Wireless may unilaterally modify the Agreement in writing from time to time. WebKraft Wireless will post any such modified Subscriber Agreement on the WebKraft Wireless website. The most current version of the Subscriber Agreement shall govern in the event of any conflict.

**Governing Law:** This Subscriber Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without regard to any conflicts of law provisions. The applicable WebKraft Wireless Tariff will govern in the event of any conflict between this Subscriber Agreement and such Tariff.

**Assignment** The Customer may not assign or otherwise transfer the Subscriber Agreement in any manner without WebKraft Wireless' prior written consent. Any assignment in derogation of the foregoing sentence shall be null and void. No assignment shall relieve the Customer of its obligations hereunder and under the Subscriber Agreement. WebKraft Wireless may assign or transfer the Subscriber Agreement at any time without consent. If WebKraft Wireless assigns the Agreement, we have no further obligations to you.

**Remedies:** Except as otherwise provided for in this Subscriber Agreement, no remedy is conferred by any of the specific provisions of the Subscriber Agreement, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

**Force Majeure Events.** WebKraft Wireless shall not be responsible for any delay, failure in performance, loss or damage due to unforeseen circumstances, or due to a cause beyond WebKraft Wireless' control, including but not limited to acts of God, war, riot, insurrection, embargoes, acts of civil or military authorities, terrorism, national emergencies, fire, explosion, power blackout, earthquake, tropical storms, hurricanes, thunder storms, lightning, volcanic action, floods, loss of access to rights-of-way, weather elements, accidents, strikes, labor disputes, work stoppages, lockouts, shortages or failures of telecommunications or computer resources, fuel, energy, labor or materials, acts of regulatory or governmental agencies, any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over WebKraft Wireless (a "Force Majeured Event"). In the event of a Force Majeure Event, Customer must pay for any Services used.

**Notices.** Notices from Customer to WebKraft Wireless must be provided as specified in this Agreement. Notice from Customer to WebKraft Wireless must be made by electronic mail or written communications to WebKraft Wireless and is effective as of the date that our records show that we received your Notice. WebKraft Wireless' notice to Customer under this Agreement will be provided by, but not limited to, one or more of the following: posting on our web site, bill message, bill insert, postcard, letter, call to your billed telephone number, or e-mail to an address provided by you. WebKraft Wireless' Notice to Customer shall be deemed received on the day that a telephone call was placed to or a message was left at your billed telephone number, a message was sent to your e-mail address or a; one (1) business day after Notice was posted on our web site or recorded as an announcement; three (3) business days after we sent you a postcard, letter, bill message or bill insert.

**SEVERABILITY** If any provision or any part of any provision of this Agreement or any related attachment becomes invalid or unenforceable under applicable law, said provision or part will be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining parts of said provision of the remaining provisions of this Agreement.

### ***Internet Services Terms of Service Addendum\****

#### **1. General**

The Terms of Service described in this Addendum, in conjunction with the General Terms and Conditions of the WebKraft Wireless Order Form/Subscriber Agreement and individual product or service specific addendum or Tariffs, where applicable, represent the complete agreement (collectively, such documents shall be the "Subscriber Agreement") and understanding between WebKraft Wireless and its affiliates, partners or subcontractors (collectively "WebKraft Wireless") used to provide services to you, the WebKraft Wireless Subscriber ("Customer" which such term shall include any end-user of the Internet Services), and supersede any other written or oral agreements pertaining to the Internet Services (defined in Section 7 herein) provided by WebKraft Wireless to Customer. By Customer's initial and continued use of WebKraft Wireless Services, Customer agrees to be bound by the terms and conditions of the Subscriber Agreement. Breach by Customer of any provision of the Subscriber Agreement is grounds for immediate termination of Customer's Internet Services from WebKraft Wireless. WebKraft Wireless reserves the right to

modify or amplify the provisions of the Subscriber Agreement, including the prices of its services, as well as discontinues or change the services offered, from time to time, effective upon posting of the changes on [www.webkraft-hs.net](http://www.webkraft-hs.net) or other notice to Customer. Your continued use of WebKraft Wireless Services following such notification will be deemed acceptance of the modifications.

## **2. Ownership & Use Of Facilities**

If WebKraft Wireless provides certain equipment, software, hardware, IP Addresses, E-mail accounts or other facilities, both tangible and intangible (collectively "Facilities") to Customer in connection with providing the Internet Services, then all right, title, and interest to such Facilities shall at all times remain exclusively with WebKraft Wireless. WebKraft Wireless, in its sole discretion, reserves the right to (i) exchange, (ii) modify or (iii) update any Facilities provided in association with the Internet Services. Customer acknowledges and agrees that it will not use such Facilities for anything other than their intended purpose, and Customer will neither create nor permit the creation or imposition of any liens or encumbrances of any sort whatsoever with respect to such Facilities. Except where specifically authorized by WebKraft Wireless in writing, Customer is prohibited from reselling, in whole or in part, any of the Internet Services provided by WebKraft Wireless under the Subscriber Agreement. Upon any termination of the Internet Services, WebKraft Wireless shall either remove, or request that Customer remove and return, at WebKraft Wireless's expense, all of the Facilities that WebKraft Wireless has provided to customer under the Subscriber Agreement. Furthermore, Customer acknowledges and agrees that WebKraft Wireless shall have no responsibility for the maintenance and repair of, or any liability of any kind with respect to, facilities or equipment that WebKraft Wireless has not furnished. Customer agrees that in the event it fails to return any Facilities to WebKraft Wireless upon termination of the Subscriber Agreement, Customer will pay to WebKraft Wireless a replacement fee or a service charge or both, such fee or charge to be determined in WebKraft Wireless's sole discretion.

## **3. Transmission Speeds & Third Party Services And Facilities:**

WebKraft Wireless does not guarantee the availability of the respective Facilities that are required in order to provide Customer with Internet Service, nor does WebKraft Wireless guarantee any transmission speed for its Internet Service unless expressly covered by a product-specific Service Level Agreement offered to the Customer. The Customer acknowledges that WebKraft Wireless may elect, in its sole discretion, to provide its Internet Services entirely or partly by using or reselling the facilities and services of other providers.

## **4. Installation:**

Customer agrees to be responsible for arranging access in a prompt and timely manner for WebKraft Wireless and any third parties to any of the rights-of-way, conduit and equipment space necessary to install, maintain, repair, and remove the Facilities necessary to provide the Internet Services on Customer's premises. Customer shall provide any necessary equipment, as well as all equipment space, conduit, electrical power, and to establish the appropriate environmental conditions required to install and maintain the Facilities on Customer's premises without charge or cost to WebKraft Wireless. Further, Customer shall provide WebKraft Wireless and its representatives a safe place to work, protect WebKraft Wireless Facilities against fire, theft, vandalism, or other casualty, and be responsible for compliance with all governmental and third

party requirements relating to the requirements set forth herein. WebKraft Wireless may interrupt the provision of Internet Services as deemed necessary in WebKraft Wireless's sole determination, without any liability of any kind to Customer, in order to perform repairs or maintenance, and shall be excused from its obligations under the Subscriber Agreement if such equipment or Facilities, or access to them, are unavailable. Customer understands that WebKraft Wireless may hire independent contractors to do service installations and through circumstances outside WebKraft Wireless' control including, but not limited to adverse weather or technical complications, installation may have to be rescheduled. Customer agrees that WebKraft Wireless will not be liable in any way if the installation date has to be changed for any reason whatsoever.

WEBKRAFT WIRELESS MAKES NO WARRANTIES, EXPRESS OR IMPLIED FOR ANY DAMAGES THAT MAY OCCUR DURING THE COURSE OF INSTALLATION INCLUDING, BUT NOT LIMITED TO, (I) LOSS OF ANY DATA DUE TO HARDWARE OR SOFTWARE PROBLEMS OR INCOMPATIBILITIES OR (II) THE MALFUNCTION OR DISRUPTION OF LOCAL AND/OR NETWORK SERVICES AND ANY LOST REVENUE OR MONIES THAT RESULT FROM SUCH DISRUPTIONS.

Customer acknowledges that WebKraft Wireless will not be responsible for designing, providing, repairing or in any way modifying Customer's equipment or network environment (including, but not limited to, computer hardware, operating systems, or software applications), should the Customer be unable to use any of services provided by WebKraft Wireless under the Subscriber Agreement, or any attachments thereto and hereto, due to the configuration or state of the Customer's equipment or network environment. Professional Services are available to Customer under separate contract if Customer requires specific installation, design, or repair services from WebKraft Wireless. WebKraft Wireless reserves the right to offer circuit installation guarantees for specific products or services. In such instances, WebKraft Wireless will detail such circuit installation guarantees with a product-specific "Service Level Agreement" ("SLA") which will be incorporated into the Subscriber Agreement.

## **5. Indemnification**

Customer agrees to indemnify and hold harmless WebKraft Wireless and its officers, directors, employees, affiliates, subsidiaries, contractors and agents from and against any and all claims, actions, damages, injuries, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs arising out of or related to (i) any acts or omissions by Customer; (ii) Customer's use of the Internet Services furnished by WebKraft Wireless; (iii) any use by a third party (whether authorized or unauthorized) of such WebKraft Wireless services furnished to Customer; and (iv) Customer's breach of any term or provision of the Subscriber Agreement. The provisions of this Section 5 shall survive the termination of the Subscriber Agreement.

## **6. Regulatory Compliance**

The parties acknowledge that their respective rights and obligations are set forth in this Subscriber Agreement are based on existing law and the regulatory environment as it exists on the date of execution of the Subscriber Agreement. In the event of any effective legislative, regulatory or judicial order, rule, regulation, arbitration or dispute resolution or other legal or regulatory action materially affecting the provisions of this Subscriber Agreement, either party may, by providing

written notice to the other party, require that the affected provisions be renegotiated in good faith. If, after negotiating in good faith, WebKraft Wireless and Customer are unable to come to mutual agreement, the Subscriber Agreement may be terminated by WebKraft Wireless or Customer with no additional liabilities to be incurred by either party.

## **7. Internet Services**

WebKraft Wireless provides to its Customers several information technology related services such as Internet access, electronic mail (E-mail) packages and services, web-hosting, and other online and Internet related services. WebKraft Wireless Services may also include computing, telecommunications, software, and information services provided by third party service providers. The services detailed in this paragraph, as well as any future services, WebKraft Wireless deems to be included as an Internet service shall be defined as the "Internet Services".

### **A. Terms of Service**

#### **i. Provision of Service and Charges**

WebKraft Wireless will provide the Internet Services to Customer at the prices detailed in, and subject to the other provisions of, the Subscriber Agreement, subject at all times, however, to the availability of adequate Facilities.

#### **ii. Service Availability**

WebKraft Wireless will endeavor to ensure that the Internet Services are available to Customer 24 hours per day, 7 days per week; provided, however that WebKraft Wireless does not guarantee or warrant the availability to Customer of the Internet Services at any given time except where expressly covered by a product-specific Service Level Agreement. Customer acknowledges and agrees that the Internet Services may be unavailable for durations of uncertain time frames from time-to-time for such events as planned maintenance, repairs, and network upgrades. Customer further acknowledges that unplanned network outages may also occur from time-to-time despite WebKraft Wireless' efforts to avoid such outages and that WebKraft Wireless shall have no liability of any kind whatsoever (including for indirect and consequential damages of Customer), unless agreed to in writing by WebKraft Wireless, to Customer for any outages, planned or unplanned.

#### **iii. Maintenance, Repairs, and Upgrades**

WebKraft Wireless will endeavor to perform maintenance, repairs and network upgrades during Off-Peak hours (i.e., 12:00 am to 6:00 am) when reasonably possible. WebKraft Wireless will provide as much advance notice to Customer as is reasonably possible given the circumstances under which the maintenance, repair or network upgrades will be performed.

#### **iv. Product Specific Service Level Guarantees**

WebKraft Wireless reserves the right to offer service level guarantees for specific products or services. In such instances, WebKraft Wireless will detail such service level guarantees with a product-specific "Service Level Agreement" ("SLA") which will be incorporated into the Subscriber Agreement.

## **B. Acceptable Use Policy**

### **i. Use of Services**

It is contrary to WebKraft Wireless policy for any user of any of the Internet Services to effect or participate in any of the following activities through an Internet Service:

1. To post messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs or other similar groups or lists (each a "List");
2. To intentionally post to any List articles which are off-topic according to the charter or other owner published FAQ or description of the group or list;
3. To send unsolicited E-mails to more than twenty-five (25) email users, if such unsolicited E-mails could reasonably be expected to provoke complaints. Except as otherwise defined under applicable law, "Unsolicited E-mail" does not include any message addressed to an individual (i) with whom the sender has a pre-existing and ongoing business or personal relationship, (ii) from a noncommercial organization or entity of which the individual is a pre-existing member or (iii) a posting to a List that does not otherwise violate this Policy;
4. To falsify user information provided to WebKraft Wireless or to other users of the service in connection with use of an WebKraft Wireless service;
5. To engage in any of the foregoing activities by using the service of another provider, but channeling such activities through an WebKraft Wireless account, remailer, or otherwise through an WebKraft Wireless service or using an WebKraft Wireless account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a WebKraft Wireless service;
6. To engage in any other activity which is either in violation of law, threatens the integrity of any computer system, or violates generally accepted standards of Internet conduct and usage including but not limited to denial of service attacks; web page defacement; port and network scanning and unauthorized system penetrations. WebKraft Wireless considers the above practices to constitute abuse of its Internet Services and engaging, directly or indirectly, in on or more of these practices are expressly prohibited by the Subscriber agreement. If WebKraft Wireless believes, in its sole discretion, that Customer has engaged, is engaging or intends to engage in one or more of these practices, WebKraft Wireless may take any measures it deems appropriate as provided in Section 7.b.v. herein.

### **ii. Use of Material**

Materials in the public domain (e.g., images, text, and programs) may be downloaded or uploaded using the Internet Services. Customer may also re-distribute materials in the public domain.

Customer assumes all risks regarding the determination of whether the material is in the public domain. Customer is prohibited from storing, distributing or transmitting any unlawful material through WebKraft Wireless Services. Examples of unlawful material include, but are not limited to, direct threats of physical harm, child pornography, and copyrighted, trademarked and other proprietary material used without proper authorization. Customer may not store, distribute, or transmit programs containing viruses, Trojans or other such tools used to compromise the security of other sites. Customer may not post, upload or otherwise distribute copyrighted material on WebKraft Wireless's servers without the consent of the copyright holder. In the event Customer has, is or intends to store, distribute or transmit what WebKraft Wireless, in its sole discretion, considers to be unlawful or prohibited materials, WebKraft Wireless may take any measures it

deems appropriate as provided in Section 7.b.v. herein.

### **iii. System Security**

Customer is prohibited from using the Internet Services to compromise the security of, or tamper with system resources or accounts on computers at WebKraft Wireless, or any other site. Storing, using or distributing programs containing viruses, Trojans, and other similar tools designed to compromise the security of other sites is expressly prohibited. In the event WebKraft Wireless, in its sole discretion, believes that Customer has engaged, is engaged or intends to engage in any of the above described or similar activities, WebKraft Wireless may take any measures it deems appropriate as provided in Section 7.b.v. herein.

### **iv. System Resources**

WebKraft Wireless will allocate, in its sole discretion, system resources in an effort to endeavor to provide Customer with the best service possible. Customer is prohibited from running, or attempting to run, programs that provide network services from their accounts without the prior written consent of WebKraft Wireless. Examples of prohibited programs include, but are not limited to, mail servers, web servers, and multi-user interactive forums. In addition, Customer may not use unauthorized Internet Protocol ("IP") addresses or connect additional computers configured with an unauthorized IP address to the WebKraft Wireless Network. The limitations on providing network services from within their accounts noted here do not apply where WebKraft Wireless has provided the Customer with a dedicated bandwidth service or private line connections.

### **v. Illegal or Abusive Activities**

WebKraft Wireless reserves the right to discontinue any and all services to Customer at any time, without prior notice or any liability to Customer, for any conduct which WebKraft Wireless, in its sole discretion, believes has, is, or will violate the terms and conditions of the Subscriber Agreement or is otherwise harmful to WebKraft Wireless's interest or the interests of other WebKraft Wireless customers. Customer may only use WebKraft Wireless Services for lawful purposes, in compliance with all applicable laws including copyright and trademark law. In order for WebKraft Wireless to; comply with applicable laws and lawful government requests, operate its systems properly, or protect itself or its customers, WebKraft Wireless reserves the right to access and disclose any information necessary to duly appointed officials, where it pertains to suspected illegal activities or any other activities that violate WebKraft Wireless' Acceptable Use Policy contained herein, without notice or any liability to Customer. This may include disclosing the user names of accounts and other information. WebKraft Wireless reserves the right to report to law enforcement any suspected illegal activity that it becomes aware of, in the manner that WebKraft Wireless, in its sole discretion, believes is necessary, without notice or any liability to Customer. If WebKraft Wireless becomes aware of possible violations of the Subscriber Agreement WebKraft Wireless, at its sole discretion, may choose to initiate an investigation, which may include gathering information from customers and examining materials on WebKraft Wireless servers. During such investigations, WebKraft Wireless may suspend accounts involved in possible violations and/or remove the material involved from its servers without any notice or liability to Customer. If WebKraft Wireless believes in its sole discretion that Customer has violated the Subscriber Agreement, it may temporarily or permanently remove material from WebKraft Wireless servers, warn Customer, suspend or terminate Customer's account and/or take other actions WebKraft Wireless deems necessary in its sole discretion, without notice or liability to Customer. Customer may also be subject to criminal or civil liability for violations of the Subscriber Agreement. In addition, WebKraft Wireless reserves the right to implement technical

mechanisms which block postings and messages as described above before they are forwarded or otherwise sent to their intended recipients, without notice or any liability to Customer.

#### **vi. Customer Obligations**

Customer is responsible for obtaining and maintaining any communications equipment necessary to connect Customer to the Internet Services, including, but not limited to, a network interface card (NIC), computer hardware, and software. Customer is also responsible for ensuring that such equipment is compatible with WebKraft Wireless requirements. Additionally, Customer is responsible for maintaining the security of its account, password, files and any information it disseminates through the Internet Services or other Internet services, and for all use of Customer's WebKraft Wireless etc account, with or without your knowledge, consent or authorization. Any use of WebKraft Wireless' software applications or third party software applications distributed to Customer by WebKraft Wireless is governed by the End-User License Agreement that accompanies such software applications. Use of such software applications indicates Customer acceptance of the terms therein.

#### **vii. Account Cancellation, Suspensions, and Terminations**

If Customer's account is canceled, suspended, or terminated, WebKraft Wireless may, but shall not be required to, maintain Customer's account for 30 days. Customer may contact WebKraft Wireless within that time to; inquire about reopening a suspended account, request that the suspended account be reopened or request the forwarding of e-mail or files to another address. WebKraft Wireless reserves the right to refuse to forward the e-mail and/or files of any Customer's account(s) for violation of any provision contained in Section 7.b.v. herein. If Customer's account is deleted from WebKraft Wireless' servers, WebKraft Wireless will not be able to reopen that account or recover any files associated with that account. WebKraft Wireless is not responsible for maintaining material that it deletes from its servers as a result of its determination, made in WebKraft Wireless's sole discretion, that Customer has violated any provision of WebKraft Wireless's Subscriber Agreement, specifically Section 7.b.v. herein.

#### **viii. General**

Nothing contained in this policy shall be construed to limit WebKraft Wireless Internet 's actions or remedies in any way with respect to any of the foregoing activities, and WebKraft Wireless reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the WebKraft Wireless service, and levying cancellation charges to cover WebKraft Wireless's costs in the event of disconnection of dedicated access for the causes outlined above. In addition, WebKraft Wireless reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

### **8. WebKraft Wireless Networks Privacy Policy**

WebKraft Wireless respects Customer privacy and endeavors to guard Customer's personal information. WebKraft Wireless' commitment to safeguarding Customer's privacy applies to all of WebKraft Wireless' online and Internet activities. WebKraft Wireless may collect information about Customer when:

- 1. Visits WebKraft Wireless's Web site***
- 2. Submits an e-mail inquiry requesting information***
- 3. Submits an order for products and services***
- 4. Requests e-mail notification of Customer order status***
- 5. Requests any other information by phone or in writing***

Depending on Customer's inquiry, WebKraft Wireless may ask for Customer name, e-mail

address, and other relevant personal information. If Customer places an order online, WebKraft Wireless may request Customer's credit card number and expiration date, and/or billing and delivery address for purposes of processing and fulfilling Customer's order and notification of order status. WebKraft Wireless will endeavor to keep the information confidential Customer provides. Information regarding Customer inquiries, orders and/or the products and services Customer purchases will not be given or sold to any outside individual or organization, provided, however, that WebKraft Wireless may disclose such confidential information if required to do so by applicable law, regulation, government agency or court order, subpoena, or investigative demand. WebKraft Wireless also reserves the right to monitor Customer traffic patterns and Web site usage in order to manage site performance and Customer's experience. WebKraft Wireless may use the information it collects to notify Customer about important changes to WebKraft Wireless's Web site, new products and services, or special offers from WebKraft Wireless. The WebKraft Wireless Web Site is designed to protect the privacy of Customer's credit card information, name, address, e-mail and any other private information Customer provides to WebKraft Wireless. WebKraft Wireless offers the industry standard security measures available through Customer's browser called Secure Socket Layer (SSL) encryption for secure transactions over the Internet. WebKraft Wireless follows strict security procedures in the storage and disclosure of information that Customer provides to WebKraft Wireless in order to prevent unauthorized access. Additionally, when using some features of the WebKraft Wireless website or online services, Customer may need to submit a password or some other type of personally identifiable information. Customer may review or update the information provided by it to WebKraft Wireless online by contacting WebKraft Wireless via e-mail at [info@webkraft-hs.net](mailto:info@webkraft-hs.net) or by phone at 1-352-529-400. WebKraft Wireless security procedures may require that WebKraft Wireless verify Customer's identity before WebKraft Wireless discloses sensitive information to caller, grants access to secured areas of the WebKraft Wireless Web site or makes corrections to Customer information. Customer may purchase WebKraft Wireless services over the telephone by calling 1-352-529-0400 and speaking with a WebKraft Wireless Sales Representative.

## **9. Internet Access Data Security Policy**

WebKraft Wireless uses technologies and procedures that separate Customer traffic by providing each Customer connection with its own Virtual Local Area Network (VLAN) connection to WebKraft Wireless's secured building facilities. The data traffic of any WebKraft Wireless Customer is not visible to any other Customer. These measures and procedures sufficiently segregate Customer traffic as it moves through the WebKraft Wireless Network and to the Internet, thereby maintaining data security at the Customer account level.