



Internet Service Provider Agreement

Use of our services constitutes acceptance of this agreement in its entirety

This agreement represents the complete agreement and understanding between **AeroSurf, Inc.** a Missouri Corporation and the account holder and supersedes any other written or oral agreement. **AeroSurf** may at anytime with out obligation modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change the services offered. If you do not agree to these terms and conditions, please notify our accounting department so we may initiate a closure of your account.

1.0 Provision of Services

1.1 **AeroSurf** will provide services on its computing and network systems to individual account holders in exchange for payment of fees and compliance with the terms and conditions of this document.

1.2 **AeroSurf** Services are defined as the use by the account holder of computing, telecommunications, software, and information services provided by AeroSurf. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the Internet.

1.3 **AeroSurf** Services can be used to access the complete USENET discussion groups (newsgroups). Some of the discussions contain language or pictures about subjects intended for adult audiences. Account holders less than 18 years old must have a parent or legal guardian agree to these conditions to indicate acceptance and knowledge of this.

1.4 **AeroSurf** will publish a notice of fee increases before such increases take effect.

2.0 Use of Material

2.1 Public Domain materials (e.g., images, text, and programs) may be downloaded or uploaded using **AeroSurf** services. Account holders may also redistribute materials in the public domain. The account holder assumes all risks regarding the determination of whether the material is in the public domain, as well as any and all risks regarding the determination of whether the material is in the public domain, as well as any and all risks associated with the use or downloading of any material whatsoever. **AeroSurf** provides a communication channel only, and has no knowledge of or responsibility for the content of that channel.

2.2 As provided by the United States federal law and International treaties, copyrighted materials (e.g., images, text, and programs) may not be uploaded using **AeroSurf** services without the permission of the copyright holder. Copyrighted materials may be downloaded for personal use. Except as expressly permitted, materials under copyright may not be distributed to others. Copyrighted material may not be changed nor may author attribution notices nor the copyright notices be modified.

2.3 Note that some materials available on the global Internet are called "SHAREWARE." These materials may be downloaded and used, but they are copyrighted materials. The copyright holder usually gives permission to use the materials for examination. If you choose to continue using the materials, the copyright holder requests that you register your usage and may ask that you pay a license fee.

3.0 Use of Services

3.1 **AeroSurf** accounts are for individual users and the account holder therefore agrees not to share the password of the account. The account holder acknowledges that **AeroSurf** will terminate the account without notice if the account holder does not comply.

3.1 **AeroSurf** prohibits uses and activities including, but are not limited to, using the Service, Customer Equipment, or the **AeroSurf** Equipment, either individually or in combination with one another, to: restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any **AeroSurf** (or **AeroSurf** supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any **AeroSurf** (or **AeroSurf** supplier) facilities used to deliver the Service; resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly.

3.3 The account holder agrees not to use any process, program, or tool via **AeroSurf** or otherwise, for guessing the passwords of account holders on **AeroSurf** or other systems. The account holder agrees not to make unauthorized attempts to access the systems and networks of others.

3.4 The account holder agrees to use the services provided by **AeroSurf** as permitted by applicable local, state, and federal laws. The account holder agrees, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

3.5 The account holder acknowledges that **AeroSurf** is a commercial entity and that **AeroSurf** and connecting networks may be used by the account holders to conduct legal businesses. These businesses must not impinge upon the use of **AeroSurf** services by other account holders. Account holder agrees that **AeroSurf** services will not be used to send unsolicited advertising or promotional materials to other network users, or to receive the results of such unsolicited advertising or promotion. WWW home pages, electronic mail and appropriate USENET newsgroups may be used in the conduct of legitimate businesses.

4.0 Indemnification

4.1 The account holder acknowledges that **AeroSurf** makes an honest effort to keep the information available on **AeroSurf**'s systems accurate. However, **AeroSurf** makes no warranty of any kind, either express or implied, regarding the quality, accuracy, or validity for the data and/or information available. Use of information obtained from or through **AeroSurf** is at the sole risk of the account holder.

4.2 The account holder also acknowledges that the information available through the interconnecting networks may not be accurate and that **AeroSurf** has no control or authority over the material. **AeroSurf** makes no warranty of any kind, either express or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through **AeroSurf** services is at the sole risk of the account holder.

4.3 The account holder also acknowledges that the account holder's individual computer security is the sole responsibility of the account holder. **AeroSurf** does not provide security protection from unauthorized users ("Hackers").

4.4 The account holder agrees to indemnify and hold **AeroSurf** harmless from any claims for any type of damages or liability, including attorney's fees, resulting from the account holder's use of **AeroSurf** services.

5.0 Payment of Fees and Penalties

5.1 The **AeroSurf** accounting cycle begins on the 1st of each month. Charges for new accounts are prorated. Charges for terminating accounts are not prorated.

5.2 Payment is due and payable in advance of receiving services each month.

5.3 Delinquent accounts are those that remain unpaid on the 15th day of the month.

5.4 Accounts that are delinquent may be put on "accounting hold" and disabled. Accounts that are unpaid for more than one accounting cycle may be deleted at any time, at **AeroSurf**'s sole option. **AeroSurf** accounts continue to accrue charges while they are on hold.

5.5 To remove accounts from accounting hold status a fee will be charged.

5.6 The account holder acknowledges responsibility for the account until payment in full is made.

6.0 Account Cancellations

6.1 Cancellation requests for **AeroSurf** accounts must be received in writing via e-mail, fax, or postal service at **AeroSurf's** main office. Such requests must be received no later than 5p.m. PST on the 20th of the month in order to be processed by the beginning of the next accounting cycle. Cancellations prior to the end of the contract term will be charged 100 percent of the remaining contract amount.

6.2 Account cancellations take effect on the first day of the next accounting cycle after **AeroSurf** has received the

notice. Cancellation does not relieve the account holder of liability for the current and previous accounting periods.

6.3 Equipment owned by **AeroSurf** must be returned to **AeroSurf** within 15 days of account cancellation or a \$400 hardware replacement fee will be charged to the account holder.

7.0 Abuse of Services

7.1 Any use of **AeroSurf** system resources that disrupts the normal use of the system for other **AeroSurf** customers is considered to be abuse of system resources and is grounds for administrative intervention. This includes sending email or USENET messages with forged addresses, sending unsolicited commercial email, or using **AeroSurf**'s services to receive responses to unsolicited commercial mailings or USENET postings. Also prohibited are multiple simultaneous logins. Depending on the nature of and the severity of the abuse, the user may receive an email warning or have the account suspended by **AeroSurf**. If the misuse is unintentional the suspension may be rescinded following discussion with **AeroSurf** staff. If the misuse is intentional the suspension may be rescinded at the discretion of the Operations Manager, and may require the payment of a service reconnection charge. Occasionally, unintentional misuse is misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to the Operations Manager.

7.2 Any unsolicited commercial activity that results in complaints lodged with our administrative staff will be treated as abuse and dealt with according to the above procedures.

8.0 Complete Agreement

8.1 This is the entire agreement between the parties, and it takes precedence over any other agreement, offer, or statement either verbal or written.

Customer Information

Name: _____

Address: _____

Activation: _____

AeroSurf wholly owns equipment provided during install.

Monthly Charge: _____

Service Plan: _____
(speed up to)

Contract Start Date: _____

Contract End Date: _____

Contract remains in effect on a month-to-month basis after the contract end date has passed.

Signature: _____