

# Xstream Wireless LLC Service Agreement

## PRICING PLANS

- 2 Mbps Plan: \$40.00** 2 Mbps down X 0.5 Mbps up.
- 4 Mbps Plan: \$50.00** 4 Mbps down X 1 Mbps up.
- 6 Mbps Plan: \$65.00** 6 Mbps down X 1.5 Mbps up.
- 8 Mbps Plan: \$100.00** 8 Mbps down X 4 Mbps up.
- 10 Mbps Plan: \$150.00** 10 Mbps down X 5 Mbps up.

Referred By \_\_\_\_\_

**NEED HELP? Email: [xstreamwisp@gmail.com](mailto:xstreamwisp@gmail.com)**

- Installation Fee \$75.00 Per Hr \$ \_\_\_\_\_
- Account Credit \$ \_\_\_\_\_
- Total \$ \_\_\_\_\_

## Make all checks payable to Xstream Wireless LLC

Mail to address: 503 N Elm St Brownstown Indiana 47220

1 year term of Service: Starting \_\_\_\_\_/201\_\_ and ending \_\_\_\_\_/201\_\_ ; after which Service is monthly according to billing cycles.

Customer Name: \_\_\_\_\_

Service Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Primary Phone #: (\_\_\_\_) \_\_\_\_\_ Secondary Phone #: (\_\_\_\_) \_\_\_\_\_

Email Address(s): \_\_\_\_\_

This Service Agreement (the "Agreement") sets forth the terms under which Xstream Wireless LLC (XSTREAM WIRELESS LLC), agrees to provide Wireless Internet service (the "Service") to you (the "Customer"). This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Terms and Conditions, and other applicable policies. By signing this Agreement and using the Service, (1) you and any enduser(s) using your Service via your account agree to abide by the TERMS AND CONDITIONS, and ACCEPTABLE USE POLICY (AUP), (2) you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must notify XSTREAM WIRELESS LLC immediately. This Agreement takes effect on the date on which Service starts, and continues until your Service is terminated. XSTREAM WIRELESS LLC reserves the right to modify the Terms and Conditions, AUP, and this Service Agreement or pricing for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE XSTREAM WIRELESS LLC CUSTOMER SERVICE DEPARTMENT SO THAT YOUR SERVICE MAY BE TERMINATED AND ACCOUNT CLOSED.**

**Agreement** This Agreement entitles you to use the Service. The Service provided pursuant to this Agreement is personal to you. You agree not to assign, transfer, resell or sublicense your rights as a user/subscriber. You agree that you are solely responsible and liable for any and all breaches of the Terms and Conditions, AUP, and terms of this Agreement, whether such breach results from your use of the Service or by another using your computer or equipment. You agree to contact XSTREAM WIRELESS LLC *immediately* upon any change in the status of your account, including change in contact information and/or individuals authorized to use your account, for the purpose of updating your account information.

**Payment Terms** Customer shall pay XSTREAM WIRELESS LLC for the Service according to the rates and charges applicable to the service plan selected by Customer. You agree to be responsible for any and all charges, damages and costs that you or anyone using your XSTREAM WIRELESS LLC account incurs. All charges shall be deemed valid unless disputed in writing within thirty days of invoice date. You agree to pay all monthly fees and installation charges including, but not limited to, applicable, taxes, and late fees. XSTREAM WIRELESS LLC will invoice its Customers by email and / or mail monthly. The invoice balance can be paid with check, money order, debit card, or credit card payable to XSTREAM WIRELESS LLC. The payment is due on the first day of the month. All such charges, including all applicable taxes, are your sole responsibility. Any Customer not paid by the 10th day of the month may be subject to a late fee of 25% of the total bill before tax. XSTREAM WIRELESS LLC will notify Customer by phone or email if there is a payment issue associated with their account(s). ***AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED.*** **All fees, surcharges, bills must be paid in full before services will be restored.**

**Installation** The Customer authorizes XSTREAM WIRELESS LLC or its contractor(s) to install the necessary wiring and equipment on the premises, at the indicated cost, in accordance with the Terms and Conditions. XSTREAM WIRELESS LLC will use the level of care normal within the industry for this type of service. However, XSTREAM WIRELESS LLC is not responsible for damages from either installing the equipment or providing the service other than ordinary care in performing these services.

**Maintenance** The Customer authorizes XSTREAM WIRELESS LLC or its contractor(s) to access the equipment, and any necessary wiring at anytime to repair any and all issues.

**Manufacturers Warranty** The terms of the Manufacturers Warranty, to the Customer for the Equipment installed, are set out in the product informational material and are not part of this Agreement.

**Termination and Surviving Obligations** Either party may terminate this Agreement at any time without cause after the first year of service. You expressly agree that upon termination of this Agreement you will pay XSTREAM WIRELESS LLC or its contractor(s) in full any outstanding balance for use of the Service and installation fees up to the effective termination date, in accordance with the Terms and Conditions which may be modified by XSTREAM WIRELESS LLC from time to time, and which is incorporated herein by reference and made a part of this Service Agreement.

**Miscellaneous** This Service Agreement, Terms and Conditions and AUP constitutes the entire Agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit XSTREAM WIRELESS LLC's rights and remedies available at law or in equity. XSTREAM WIRELESS LLC's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by XSTREAM WIRELESS LLC to third parties.

**Contact Information**

Email: xstreamwisp@gmail.com

Phone: 8124974141

Mail: 503 N. Elm St. Brownstown IN. 47220

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Customer's Signature

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Date

## **XSTREAM WIRELESS LLC TERMS AND CONDITIONS**

***NOT reading this document does not limit your liability regarding your subscription.***

**INTRODUCTION** Xstream Wireless LLC (XSTREAM WIRELESS LLC) provides its CUSTOMERS a highspeed wireless Internet connection, which we refer to as the "SERVICE". The Acceptable Use Policies (AUP) are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing XSTREAM WIRELESS LLC to fairly share its network to all CUSTOMERS. XSTREAM WIRELESS LLC may modify the TERMS AND CONDITIONS of this agreement at any time. The prices for SERVICE are subject to change. CUSTOMER refers to any paying, contracted (under a SERVICE AGREEMENT) individual, organization or business using the XSTREAM WIRELESS LLC SERVICE.

**30DAY MONEY BACK GUARANTEE** In the first 30 days, if you are not satisfied with the performance of the SERVICE we will give a full refund on the equipment, Subscriber Unit (SU/CPE), (conditioned upon the equipment are in original condition) and initial monthly fee for SERVICE; with the exception of any refund on custom installation fees charged by our contractor(s), and SERVICE and SERVICE AGREEMENT will be immediately terminated upon notice of dissatisfaction.

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

**SERVICE DISRUPTION** XSTREAM WIRELESS LLC does not guarantee uninterrupted SERVICE. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or weather, XSTREAM WIRELESS LLC equipment malfunction or any natural disaster. All Internet service is provided on an "as is" and "as available" basis. XSTREAM WIRELESS LLC does not guarantee any loss of SERVICE time, transmission errors, connectivity or quality of SERVICE. The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and will not be used as, your primary or "lifeline" telecommunications service.

**INSTALLATION** The CUSTOMER authorizes XSTREAM WIRELESS LLC or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPE) required for wireless Internet SERVICE on the premises specified by the CUSTOMER at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the CUSTOMERS premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the CUSTOMERS premises may require addition costs in equipment and wiring. Any requests for custom installation work will require additional charges by Xstream Wireless LLC or our contractor(s). XSTREAM WIRELESS LLC and its contractor(s) will not be liable for any alterations to CUSTOMERS premises that result from the installation or removal of the SU and/or wiring including but not limited to any holes in walls, cable wiring, or antenna mounting brackets. although great care will be used to make the installations reasonably appealing.

**OBSTRUCTIONS** Wireless Internet communications is dependant on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner(s). XSTREAM WIRELESS LLC will make every reasonable effort to provide our CUSTOMER with the best SERVICE possible. Unfortunately, some locations could experience changes in SERVICE due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. XSTREAM WIRELESS LLC will make every reasonable effort to relocate or realign the SU. However XSTREAM WIRELESS LLC cannot prevent Line of Sight problems, and therefore cannot guarantee SERVICE or be liable for any loss of SERVICE.

**PAYMENT POLICY** XSTREAM WIRELESS LLC will invoice its CUSTOMERS monthly on the 1st of every month by email and / or mail. Installation fees and hardware cost are due at the time of installation. The invoice balance may be paid with cash, check, money order, credit card, or debit card payable to Xstream Wireless LLC. The payment is due on the first day of the month. Any account not paid by the 10th day of the month may have their service interrupted. A fee of 25% for reactivation will be required to enable service. AFTER 30 DAYS LATE THE SERVICE WILL BE CANCELED. The balance due, and activation Fee, must be paid in full to reactivate account.

**UNACCEPTABLE USE** XSTREAM WIRELESS LLC may, at its discretion, immediately terminate or reduce SERVICE to the CUSTOMER upon any single or multiple incidents of the following conditions: A. Failure to pay SERVICE fees in a timely manner; B. Interfering with the disrupting of Internet SERVICE to other CUSTOMERS and/or their equipment on the XSTREAM WIRELESS LLC wireless network (see also AUP); C. Propagation of computer viruses and/or spyware (see also AUP); D. Unauthorized entry into another person(s) or organization(s) computer, systems, and/or information (see also AUP); E. Unsolicited blanket emailing known as "spamming", (see also AUP); F. Any violation of local, state, federal or international law or that of any Sovereign Nation, as well as XSTREAM WIRELESS LLC' AUPs.

**EXCESSIVE BANDWIDTH CONSUMERS** CUSTOMER activities that consume unusually large amounts of bandwidth (anything over 60 gigabytes up and/or 60 gigabytes down), including, but are not limited to, multiple computers on the same connection, programs or servers which provide SERVICES to others via the CUSTOMERS SERVICE and some types of gaming software. When excessive consumption of bandwidth by a CUSTOMER prevents all CUSTOMERS fair access to the XSTREAM WIRELESS LLC wireless network, we reserve the right to take necessary steps to correct this problem. These steps include, but are not limited to: limiting bandwidth, disabling communication protocols, and discontinuing SERVICE without prior notice.

**SERVICE SHARING** If at any time XSTREAM WIRELESS LLC discovers that the CUSTOMER is sharing their SERVICE or has networked to others outside of the premises, without the express written consent of XSTREAM WIRELESS LLC, SERVICE will be immediately terminated to the CUSTOMER with no refunds of any kind.

**INDEMNIFICATION** CUSTOMER agrees to indemnify and hold harmless XSTREAM WIRELESS LLC, it's owner(s), partner(s) and contractor(s) against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to any and all claims and/or losses accruing or resulting from the installation of SERVICE, equipment, materials or supplies in connection with the performance of this agreement, to any and all CUSTOMERS and/or any other person, firm, organization or corporation.

**CUSTOMER EQUIPMENT** XSTREAM WIRELESS LLC is not responsible for maintaining or supporting any equipment owned by the CUSTOMER, and is not liable for any damages to the CUSTOMER's SU/ CPU, computer(s) or other equipment. For security reasons, customers may have limited log in availability to their (SU/CPU) while on the XSTREAM WIRELESS LLC network.

**SPAMMING** Spamming is the sending of unsolicited emails (see also XSTREAM WIRELESS LLC AUP). XSTREAM WIRELESS LLC will not tolerate any type of spamming. The SERVICE of the spamming CUSTOMERS will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of SERVICE due to spamming.

**CANCELLATION** A CUSTOMER wishing to cancel SERVICE must submit a written notice, with an original ink signature, requesting the SERVICE to be discontinued. All CUSTOMERS are bound by a signed written SERVICE AGREEMENT. However, a CUSTOMER wishing to cancel SERVICE after the initial year of SERVICE must submit a request in writing. If the CUSTOMER cancels SERVICE within the agreed upon length of SERVICE they are subject to a termination fee of the unfulfilled portion of the agreement, and XSTREAM WIRELESS LLC will not refund any "setup" or "installation" fees after the first 30 days. If any monthly fees are paid in advance, any refunds will be on a prorata basis (i.e. any discounted rates or SERVICE referral credits shall be forfeited on early cancellations). The CUSTOMER will continue to be liable under these TERMS AND CONDITIONS as well as the SERVICE AGREEMENT for all fees and charges until such time as the SERVICE AGREEMENT has been properly terminated or we have acknowledged such termination in writing.

**By Signing this Document I agree and fully understand everything in this document.**

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**CUSTOMERS Printed Name**

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**CUSTOMERS Signature**

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**Date**

## XSTREAM WIRELESS LLC Acceptable Use Policies

Acceptable Use Policies ("AUPs") for Xstream Wireless LLC ("XSTREAM WIRELESS LLC") may modify the policies of this document and the SERVICE AGREEMENT at any time. XSTREAM WIRELESS LLC Acceptable Use Policies (AUP's) are in direct compliance with our ISP partner(s) Acceptable Use Policies. XSTREAM WIRELESS LLC provides its CUSTOMERS a wireless Internet connection, which we refer to as the "SERVICE". The CUSTOMER and users of the SERVICE ("CUSTOMER") acknowledges that Internet sites, and use of the Internet, might consist of, include and/or provide access to images, sounds, messages, text, services or other content and material that may be unsuitable for minors, and that may be objectionable to many adults. The CUSTOMER acknowledges that XSTREAM WIRELESS LLC is not responsible for any such content or material. It is agreed that use of the SERVICE is at your own risk.

These Acceptable Use Policies are intended to provide protection for our CUSTOMERS and the Internet community, while also allowing XSTREAM WIRELESS LLC to fairly share its network to all CUSTOMERS.

The CUSTOMER accepts all risk and liability of any use of the Internet through your account. **The CUSTOMER acknowledges and agrees that the SERVICE is not intended to be, and should not be used as, your primary or "lifeline" and/or emergency telecommunications Service.**

ANY CUSTOMER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY XSTREAM WIRELESS LLC, SO THAT THE CUSTOMER'S SERVICE CAN BE TERMINATED.

**End Users.** If CUSTOMER allows others (end users) to use the SERVICE, CUSTOMER is responsible for ensuring that end users comply with this AUP. CUSTOMER may not use the SERVICE in a manner that places disproportionate burden on the wireless network or impairs the SERVICE to other CUSTOMERS. XSTREAM WIRELESS LLC may disconnect SERVICE, cancel the SERVICE AGREEMENT, and close the Account if an end user violates this AUP, without prior notice.

**Illegal Activity.** Use of the SERVICE for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order, ordinance, rule or regulation, or to engage in tortuous conduct, is a violation of this AUP. You may not use the SERVICE to harm, attempt to harm, harass, threaten or intimidate a minor, adult or anything, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography, animal cruelty, obscene material or material that infringes on the copyright and/or the rights of anyone or anything. XSTREAM WIRELESS LLC may immediately disconnect SERVICE, cancel the SERVICE AGREEMENT, and close the Account if the CUSTOMER violates this AUP, without prior notice.

**Inappropriate Content.** The CUSTOMER is solely responsible for any and all information that is accessed through the use of the SERVICE. If minors will have access to the SERVICE we recommend an Internet Content Filter and/or Parental Controls; and as a recommendation, XSTREAM WIRELESS LLC is not responsible if the CUSTOMER chooses not to filter SERVICE content for a minor/child. See also Illegal Activity section. **XSTREAM WIRELESS LLC is not responsible for content downloaded from or uploaded to the Internet!** Our AUPs and SERVICE AGREEMENT is intended to provide protection for our CUSTOMERS and the Internet community, however we have no control over what you click on and/or save on your computer, with or without your knowledge (i.e. viruses, worms, spyware, cookies, tracking software, etc) while "surfing" the Internet. **Bit torrent data is strictly prohibited on the XSTREAM WIRELESS LLC network.**

**Security.** CUSTOMER is solely responsible for the protection of their computer, equipment, and any misuse of those and the Internet Service, even if a guest or other individual(s), who have access to the CUSTOMER's system or network, committed the inappropriate activity. Therefore, the CUSTOMER must take steps to ensure that others do not gain unauthorized Internet access. The SERVICE may not be used to breach the security of another Internet user or to attempt to gain access to any other person's or entity's computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. CUSTOMER may utilize scanners, sniffers and any other such security analysis tools to maintain CUSTOMER's own network as long as CUSTOMER only uses such tools with respect to CUSTOMER's own network. XSTREAM WIRELESS LLC does not under any circumstance allow CUSTOMER or unauthorized individuals to scan, probe, or use security analysis tools against the XSTREAM WIRELESS LLC network or the networks of our SERVICE partner(s) and other CUSTOMERS; use of or distribution of tools designed for compromising security of nonCUSTOMER networks, such as password guessing programs, cracking tools, packet sniffers, port scans, or network probing tools, is prohibited. CUSTOMER may not willfully or knowingly disrupt the SERVICE or interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading the SERVICE, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, is also prohibited. The CUSTOMER is solely responsible for the security of any device CUSTOMER chooses to connect to the SERVICE, including any data stored on that device. XSTREAM WIRELESS LLC shall not be liable for the loss of data. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. XSTREAM WIRELESS LLC is not responsible or liable for any errors, delays, or interruptions.

If SERVICE Provider detects that CUSTOMER's equipment or CUSTOMER's Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the XSTREAM WIRELESS LLC network, the SERVICE provided to other CUSTOMERS, or otherwise compromises the integrity or the operation of the XSTREAM WIRELESS LLC network, **XSTREAM WIRELESS LLC MAY IMMEDIATELY SUSPEND SERVICE AND RESERVES THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OF SUSPENSION.** In the event of a conflict between the SERVICE AGREEMENT and this AUP, the terms of this AUP will govern. XSTREAM WIRELESS LLC does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any SERVICE, opinion, advice, communication, information or other content on or made available through the Internet, accessed via the XSTREAM WIRELESS LLC network. **XSTREAM WIRELESS LLC BLOCKS OUTBOUND EMAIL ON SMTP PORT 25**

**WiFi.** Customer's WiFi Network must be secured with at least a WPA standard encryption.

**Use of SERVICE at your own risk.** The CUSTOMER is solely responsible for the content of communications on the Internet. The SERVICE provided by XSTREAM WIRELESS LLC is "as is" and at your own risk. XSTREAM WIRELESS LLC is not responsible for the accuracy of information obtained through the SERVICE. The CUSTOMER understands that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

XSTREAM WIRELESS LLC is not responsible or liable for the actions of its' CUSTOMERS which may directly or indirectly result in the termination of any and all SERVICE of the entire wireless network provided by XSTREAM WIRELESS LLC.

CUSTOMER agrees to indemnify, defend and hold harmless XSTREAM WIRELESS LLC and its' contractor(s) against any and all claims and expenses (including reasonable attorney fees) resulting from the CUSTOMER or end user(s) engaging in any of the prohibited activities listed in this AUP, Terms and Conditions, or resulting from the violation of the AUPs, Terms and Conditions, and/or of any other policy related to the SERVICE, which includes any judicial or legislative California or federal law, or that of any Sovereign Nation. Your indemnification will survive any termination of the SERVICE AGREEMENT.

**It is the sole responsibility of the CUSTOMER to insure that any computer or device connected to the Xstream Wireless LLC network be secure and virus/spyware free at all times. Therefore, your spyware and antivirus must be the latest versions and both the spyware and antivirus must be active on your PC computer for proper protection and compliance. MAC/Apple users must install the latest software updates which are sent automatically to your computer. If you do not have the automatic MAC update function activated on your computer you must do so to be in compliance.**

**Spamming/ Unsolicited Bulk Email.** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational email is spamming and is prohibited. CUSTOMER may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum, or are offtopic according to the charter or other owner/published FAQ or description of the group or list; send unsolicited mass emailings, send or forward chain letters; use of the SERVICE as a maildrop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers. Our ISP partner(s) uses several spam reporting web sites including, but not limited to, SpamHaus and SORBS, and these web sites may change from timetotime. Listing on one or more of these web sites, or any other spam reporting web site of the CUSTOMER's name including fictitious names (dba or aliases); one of CUSTOMER's employees in connection with the use of the CUSTOMER's SERVICE, or an alias of such employee(s).

**CUSTOMERS shall not engage in mass mailings!**

**Definition of Mass Mailing.** "Optin" Mailings are to more than 50 users by either XSTREAM WIRELESS LLC CUSTOMERS or their 3rd party partner to any group of end users. "Optin" means that end user has signed up for mailings voluntarily. "Optin" implies that the mailing is not SPAM and a recipient knowingly and willingly requested to receive information via electronic distribution from the originating domain name or business referenced within the content of the email. Reminder: SPAM is defined as "unsolicited bulk email that includes advertisements or solicitations, commercial or otherwise, regardless of content." Without exception, XSTREAM WIRELESS LLC prohibits the practice of massmailing unwanted email solicitations of any type, regardless of content, and will take action to prevent this practice. Email distribution lists that are purchased from a 3<sup>rd</sup> party and are represented as "opt in" clean lists are not exempt from this AUP and will be treated as SPAM.

**Harvesting/Spidering/Spyware.** The collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained from such means is not allowed.

**Newsgroups.** Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. The CUSTOMER is responsible for determining the policies of a given newsgroup before posting to it. Posting or crossposting the same or substantially similar messages to more than eight newsgroups is prohibited.

**Internet Relay Chat.** XSTREAM WIRELESS LLC SERVICE may be used to participate in "chat" discussions. The SERVICE may not be used to perform chat "flooding." Any single computer or other device connected through the wireless network may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the user is not physically present at the device. The SERVICES may not be used to access any chat server in violation of the acceptable use policy of that server.

**Instant Messages.** Users are responsible for the contents of their instant messages and the consequences of any instant messages. XSTREAM WIRELESS LLC assumes no responsibility for the timeliness, misdelivery, deletion or failure to store instant messages.

**Consequences of Violation of Acceptable Use Policy.** When XSTREAM WIRELESS LLC becomes aware of an alleged violation of its AUP, XSTREAM WIRELESS LLC and/or its' ISP partner(s) may initiate an investigation. For violations of this AUP, we may, suspend or terminate CUSTOMERS SERVICE, close CUSTOMERS account, and/or pursue other civil remedies. Although XSTREAM WIRELESS LLC has no obligation to monitor CUSTOMERS SERVICE provided and/or the network, XSTREAM WIRELESS LLC and its' partner(s) reserve the right to monitor bandwidth, usage, and content from time to time to operate our SERVICE; to identify violations of this AUP; and/or to protect the wireless network and XSTREAM WIRELESS LLC CUSTOMERS. If XSTREAM WIRELESS LLC believes this AUP has been violated, XSTREAM WIRELESS LLC or its' partner(s) may take any responsive actions, as they deem appropriate, without prior notice. The failure of XSTREAM WIRELESS LLC or its' partner(s) to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

**Transmission Speed** XSTREAM WIRELESS LLC does not warranty that the SERVICE or equipment provided by XSTREAM WIRELESS LLC will perform at a particular speed of bandwidth or data throughput rate or will be uninterrupted. XSTREAM WIRELESS LLC will not be liable for the loss of data. SERVICE speeds may vary with the number of users on the Wireless network. Management needs may require XSTREAM WIRELESS LLC to modify upstream and/or downstream speeds.

**Resell or Redistribute of Services** CUSTOMER will not resell or redistribute the SERVICE or otherwise make available to anyone outside the SERVICE AGREEMENT the ability to use the SERVICE (i.e. WiFi or other methods of networking). CUSTOMER agrees not to use the SERVICE for operation as an Internet Service provider (i.e. hosting a web site or email server).

**Prohibited Services** Any email, Web hosting, file sharing, and proxy services and servers that perpetuate, or in any way participate, in any pyramid or other illegal soliciting scheme. **Anything that uses an ongoing, constant use of bandwidth** (such as home video surveillance, music and video file sharing programs) is prohibited.

**Privacy** XSTREAM WIRELESS LLC will not release any personally information regarding our CUSTOMERS, except upon presentation of (1) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (2) a civil investigative demand issued by a government entity, or (3) a court order. XSTREAM WIRELESS LLC is a private wireless network and the location of our sites and specifics of our operations are proprietary. The sharing of this information with others is a violation of your agreement with XSTREAM WIRELESS LLC, and violates our agreements between relay sites.

**Warranties and Limitation of Liability.** CUSTOMER acknowledges and agrees that the SERVICE supplied is provided on an "as is" or "as available" basis. The use of XSTREAM WIRELESS LLC technical support is at your own risk and is not warranted. XSTREAM WIRELESS LLC does not warrant or guarantee that SERVICE can be provided to your location indefinitely or without interruption. XSTREAM WIRELESS LLC makes no warranty regarding any transactions executed, using the SERVICE or the Internet. All limitations and disclaimers stated in this AUP also apply to XSTREAM WIRELESS LLC ISP partner(s) and its contractor(s). The quality of voice over IP (VOIP) services is not guaranteed on the XSTREAM WIRELESS LLC wireless network at this time.

**Service Disruption.** XSTREAM WIRELESS LLC does not guarantee uninterrupted SERVICE. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of the big man (GOD), XSTREAM WIRELESS LLC equipment malfunction or any natural disaster(s) (including weather). XSTREAM WIRELESS LLC does not guarantee any loss of SERVICE time, transmission errors, connectivity or quality of service.

**This AUP is not intended to infringe on anyone's civil rights or freedom of speech but promote safe Internet protocols and maintain the Federal Communication Commission standards. XSTREAM WIRELESS LLC is a private wireless network. We have the right to refuse service to anyone.**

**NOT reading this document and/or amendments does not limit your liability regarding your actions or the actions of end users, in regards to the use of the SERVICE and/or compliance with the AUP's, Terms and Conditions, or SERVICE AGREEMENT.**

**By Signing this Document I agree and fully understand everything in this document.**

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**Customer's Printed Name**

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**CUSTOMERS Signature**

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**Date**