

## **TERMS OF SERVICE AGREEMENT for PURESPEED INTERNET SERVICES**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

Before you begin to explore the Internet, you ("you", "your", "yourself", and/or "subscriber") will need to review the following terms and conditions of the Purespeed Internet Service (the "Service" or simply "Purespeed"). These terms and conditions will constitute a binding contract between you and Purespeed. They explain Purespeed's obligations to you, and explain your obligations to Purespeed when you use our Service. By using Purespeed, you agree that your use of this Service and your access to the Internet is provided in consideration of your agreement to abide by the following terms and conditions.

This Agreement is a legal document that details your rights and obligations as a Purespeed Member. You may not become a Purespeed Member until you have accepted the terms of this Agreement. This Agreement provides very important information about your membership, so you should take the time to read and understand it. If you have questions about this Agreement or about your rights and responsibilities as a Member, please contact us by e-mail at [sales@purespeed.com](mailto:sales@purespeed.com). The Internet and online world is changing rapidly and as technology and Purespeed's business continue to evolve, these policies may have to be updated or revised. By joining Purespeed you agree that we may change the terms of this Agreement. If Purespeed makes material changes or revisions to this Terms of Service Agreement or to any other policies/agreements, we will provide notice to you thirty days in advance. If you don't agree to the changes or to any of the terms in this Agreement, your only remedy is to cancel your Purespeed membership.

To be a Purespeed Member, you must be at least 18 years old. If you are not yet eighteen years old, you may still use Purespeed, but only if the account was created and registered by your parent or guardian. Because we give out free trial offers, we reserve the right to limit you to just one free trial.

Most members pay by credit card. Charges for our service will appear on your statement under the title of Internet Services Network. For most billing plans we will be charging your designated card every month, but some charges may accumulate on your account before they are charged to your card. If you don't have a credit card, you can authorize Purespeed to make electronic fund transfers from your checking account. Please contact us concerning this option. By selecting this billing option and providing Purespeed with your debit/checking account information, you authorize Purespeed to debit your checking account for charges incurred using Purespeed. Every time you use Purespeed, you re-affirm that Purespeed is authorized to charge your credit card or withdraw funds via electronic transfer from your checking account, depending on which payment method you have selected. Alternately, you can choose other methods of payments as well, simply contact us to discuss options.

We expect you to pay your account balance on time. All charges are due in advance of service. You are responsible and liable for any fees, including attorney and collection fees, that Purespeed may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel your membership or are terminated. You should let us know about any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to Purespeed's

attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

Purespeed has an extensive network of access phone numbers throughout the country, but it is still possible that the nearest Purespeed access number might be a long distance or toll call from your location. Any telephone charges incurred connecting to Purespeed are your responsibility. Since these charges are your responsibility, you should contact your local telephone company if you have a question about whether a Purespeed access number is a long distance or toll call from your location.

I. Terms of Internet Access Agreement.

1. To make your use of the Purespeed Service as enjoyable as possible, in addition to the terms and conditions of this Agreement, Purespeed requires Purespeed Members to abide by the rules of conduct described in Purespeed's [Acceptable Use Policy](#).
2. Current Account Charges, including billing methods, rates, and surcharges for using the Access Service, may be obtained by calling Purespeed's Customer Service at 1-888-201-4547 or by contacting [billing@purespeed.com](mailto:billing@purespeed.com).
3. You agree that Purespeed may: (1) revise the terms and conditions of this Agreement; (2) revise its billing rates and account surcharges, and; (3) revise the services provided under this Agreement at any time. Any such revisions will be binding and effective immediately on posting the revised Agreement on Purespeed's home page or through notification to you by e-mail or United States mail.
4. You agree to review this Agreement and all other policies periodically to be aware of any such revisions. If any revision to this Agreement is unacceptable to you, you may terminate this Agreement at any time by providing Purespeed with written notice by United States mail or by emailing us at [billing@purespeed.com](mailto:billing@purespeed.com). Notice of your termination will be effective on receipt by Purespeed.
5. You agree that, by continuing to use the Access Service following notice of any revision to the Agreement, you accept any such revisions and agree to abide by any such revisions.
6. We reserve the right to distribute informative emails to you on an ad hoc basis when we feel it is pertinent to the quality of our service. These announcements are predominately informative in nature and often provide our subscribers with notification describing changes, upgrades, and other critical information pertaining to this evolving medium.

II. Registration Information.

1. You agree to provide us with accurate, complete, and updated registration information. If you do not provide us with accurate registration information, you are not authorized to use the Service and your account may be terminated immediately.

2. YOU AGREE THAT BY USING THE ACCESS SERVICE YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

### III. Purespeed Internet Service.

1. Purespeed will provide you with: (1) connectivity to the Internet through Purespeed Purespeed Internet Service; (2) free customer technical phone support; (3) billing and customer care services; (4) email account(s).
2. Email accounts are subject to restrictions and policies found under our [Acceptable Use Policy](#).
3. Personal Web Sites are subject to our [Acceptable Use Policy](#).
4. The Internet is not owned, operated, or managed by, or in any way affiliated with Purespeed or any of Purespeed affiliates. The Internet is an international computer network of both Federal and non-Federal inter-operable packet switched data networks. Purespeed cannot and will not guarantee that the Purespeed Internet Service will provide Internet access that is sufficient to meet your needs. You agree that your use of the Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.
5. You agree that Purespeed retains the right, but not the obligation, to restrict or terminate your Service at any time, if Purespeed, in its sole discretion, determines that you are in violation of this Agreement. You agree that if Purespeed determines that you are in violation of this Agreement, any restriction or termination of your Service will be effective immediately, without prior notice. You agree that Purespeed will have no liability to you for any restriction or termination of your Access Service pursuant to such violation.
6. You agree that if we terminate your Access account as a result of your violation of our policies, you forfeit any right to a refund of any prepaid account charges, such forfeiture being agreed to you by you and Purespeed as liquidated damages and not as a penalty. You further agree that if you violate our policies, we may refuse to accept any application for renewal or re-subscription following cancellation.
7. You are responsible for verifying that the phone number you are calling the Internet through is a local access number to which your computer is dialing. Any telephone charges associated with your access to the Internet are solely your responsibility. Purespeed DOES NOT REIMBURSE OR PAY ANY TELEPHONE CHARGES FOR ANY REASON.
8. Each purchased membership (subscriber account) may be used singularly. You agree not to allow anyone else to simultaneously access the internet using the subscriber account that you have purchased.

### IV. Law and Legal Notices

1. This Agreement represents your entire agreement with Purespeed. You agree that this Agreement is not intended to confer and does not confer any rights or

remedies upon any person other than the parties to this Agreement. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The laws of the State of Maryland govern this Agreement and your membership. Member conduct may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Purespeed or relating in any way to your membership or your use of Purespeed resides in the courts of Maryland and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Maryland in connection with any such dispute including any claim involving Purespeed or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and Content providers.

2. You agree to abide by U.S. and other applicable export control laws and not to transfer, by electronic transmission or otherwise, any Content or software subject to restrictions under such laws to a national destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to Purespeed any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this agreement.

i. Information for California Residents: Under California Civil Code Section 1789.3, California Members are entitled to the following specific consumer rights information:

- a. Pricing Information. Current rates for using Purespeed may be obtained by calling 877-441-0880 or on our website at <http://www.purespeed.com/>. Purespeed, Inc. reserves the right to change fees, surcharges, monthly membership fees or to institute new fees at any time upon thirty (30) days prior notice.
- b. Complaints. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.

#### V. Content of Communications.

1. The Service provides you access to information, communications, software, photos, video, graphics, music, sounds and other material and services located both on our computer servers and on the Internet ("Content"). You agree that you must evaluate and bear the risks associated with the subject matter, accuracy, completeness or usefulness of any Content available to you on or through the Service.
2. You agree that Purespeed has the right, but not the obligation, to remove Content from Purespeed computer servers which Purespeed, in its sole discretion, determines to be in violation of this Agreement or Purespeed's policies.
3. As a matter of policy, Purespeed does not pre-screen Content placed on our computer servers by any of our subscribers. Purespeed does not have the practical ability to monitor, review, or restrict, prior to its transmission, Content on

our servers which may violate this Agreement or our policies. In addition, Purespeed cannot ensure the prompt editing or removal of any Content which may violate this Agreement or our policies after such Content has been posted on our servers.

4. The Internet provides access to individuals who are not Purespeed members. Purespeed does not have the capability to monitor, review, or restrict any Content made available by third parties on the Internet, nor to edit or remove any such Content after its posting on the Internet.
5. Please be advised that, despite Purespeed efforts, you may receive Content that you consider to be inaccurate, defamatory, or otherwise offensive. You agree that Purespeed will not be liable for any action or inaction with respect to any Content posted on or through the Service and the Internet.

#### VI. Copyright and Other Rights.

1. The Service provides access to Content that is protected by copyrights, trademarks, intellectual property rights, and other proprietary rights ("Rights") of independent third parties who make such Content available on or through the Service.
2. You agree that your use of Content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such Content by the owners or licensors of the Rights in such Content.
3. You agree not to post or transmit Content that is subject to another party's Rights, on or through the Service, without that party's express permission. Such posting or transmitting: (1) will result in termination of this Agreement, and; (2) may result in civil or criminal liability.
4. You agree to upload to software files, message boards, or otherwise post or transmit on or through the Service, only such Content that is not subject to any Rights, unless you have received express authorization to distribute such Content on or through the Service by the holder of such Rights.
5. You agree that by posting or transmitting Content to any public area (such as public chat rooms, message boards, newsgroups, webspace or software libraries) you are requesting Purespeed to make that material available to other Internet users and that such access will result in copies of your Content being transmitted to others. In order to permit Purespeed to publish your Content, you automatically grant, or represent that the owner of any such Content has expressly authorized you to grant, Purespeed a royalty-free, perpetual, irrevocable, non-exclusive right and license to reproduce, publish, distribute, perform and display such Content (in whole or in part) worldwide to service your request.

#### VII. Warranty

1. MEMBER EXPRESSLY AGREES THAT THE USE OF PURESPEED, PURESPEED SOFTWARE, AND THE INTERNET IS AT MEMBER'S SOLE RISK. PURESPEED, PURESPEED SOFTWARE, PURESPEED PRODUCTS, THIRD-PARTY VIRUS CHECKING TECHNOLOGY AND THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. PURESPEED PROVIDES THE PURESPEED SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT MEMBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT PURESPEED WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. PURESPEED'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SOFTWARE PROVIDED OR USED BY PURESPEED SHALL BE THE REPLACEMENT OF ANY PURESPEED SOFTWARE FOUND TO BE DEFECTIVE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH PURESPEED IS THE CANCELLATION OF YOUR ACCOUNT. IN NO CASE SHALL PURESPEED BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF PURESPEED, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP WITH PURESPEED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, PURESPEED'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. PURESPEED DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH PURESPEED AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

#### VIII. INDEMNIFICATION

1. Upon a request by Purespeed, you agree to defend, indemnify and hold harmless Purespeed and its' affiliated subsidiaries, employees, contractors, officers, directors, telecommunications providers and content providers from all liabilities, claims and expenses, including attorneys fees, that arise from a breach of this Agreement for which you are responsible or from the use of Purespeed or the Internet, or in connection with your transmission of any Content on or through Purespeed. Purespeed reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a Member. In that event, the Member shall have no further obligation to provide indemnification for Purespeed in that matter.

#### IX. Termination.

1. You agree that you or Purespeed may terminate this Agreement for any reason at any time.
2. Purespeed must receive a termination request by means of e-mail or signed letter
3. You agree that your only right with respect to any dissatisfaction with any: (i) Agreement term, policy, or practice of Purespeed in operating the Purespeed; (ii) Content available on or through the Purespeed or change therein; or (iii) amount or type of fees or billing methods, or change therein, is to terminate this Agreement as set forth in Paragraph 1.

4. You agree that Purespeed has the right, but not the obligation, to delete all program, data, or other files on Purespeed computer servers that are associated with your account at the time of termination.
5. Only the person whose name is on the account will be able to:
  - i. Select and Change User ID and/or Password
  - ii. Cancel an existing account
  - iii. Some restrictions may apply to your selection of user id.
6. The following are non-refundable:
  - i. Web and Publishing/Development fees
  - ii. Domain registration fees
  - iii. Shipping and Handling charges
7. A \$50.00 processing fee will be charged for early cancellation of multi-month and multi-year pre-paid contracts.

X. Limitations of Dial-Up Services

1. Although Purespeed advertises "Unlimited Access" in regards to some of it's Dial-Up services, there are several limitations applied. The sole purpose of these limitations are intended to limit the amount of unnecessary use of Purespeed by any such Member, which restricts overall Purespeed availability for other Members. In order to allow for access by all subscribers, Purespeed deploys certain system attributes designed to prevent abuse. By accepting this agreement and becoming a Purespeed member, you agree to the following conditions:
  - i. Idle Timeout - Member agrees to have their online session automatically terminated after ten (10) minutes of consecutive inactivity. Inactivity is defined as less than 500 bytes of data transferred between Member's modem and the Service.
  - ii. Maximum Single Session - Member agrees to have an online session automatically terminated after four (4) hours of consecutive time, regardless of data transferred during such specific online session.
  - iii. Multiple, Concurrent Online Sessions - Member agrees to maintain no more than one (1) concurrent online session for each PPP/ISDN account purchased.
  - iv. Non-Dedicated Service - Member agrees to not use the service as a dedicated connection. The determination of what a dedicated connection is shall be at the sole determination of the backbone provider and is beyond the control of Purespeed. Service is provided as an unlimited service provided that you may not use the provided connection as a dedicated connection. Purespeed defines a dedicated connection as greater than 200 hours of usage per calendar month. Members account may be disabled at this dedicated user limit.

## XI. Privacy of Member Information

1. Unless required by court order, subpoena or other legal request, or upon the advice of counsel, Purespeed will not make available Members name or other information. Member understands that merchants on the Internet may have access to such information and may make it available to third parties in accordance with their normal practices unless Member notifies those merchants directly that Member does not wish such information to be made available. More detailed information can be found in our online [Member Privacy Policy](#).
2. Information transmitted through Purespeed and through the Internet in general is not confidential. Purespeed cannot and shall not guarantee privacy or protection of any Member. Purespeed reserves the right to monitor any Members transmissions when deemed necessary for providing proper service and/or to protect the rights and property of Purespeed.
3. Purespeed intends to respect its Members privacy and will not randomly monitor or disclose the contents of private e-mail or private chat room communications. However, you agree that Purespeed has the right, but not the obligation, to monitor or disclose the contents of private communication, if Purespeed, in its sole discretion, reasonably believes that such action is necessary: (1) to comply with applicable law or valid legal process; (2) to protect Purespeed rights or property; or (3) in emergencies when a person's physical safety is at issue.

## XII. No System Backup

1. Purespeed does not and will not perform system backups on any Members E-mail account(s). Purespeed shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Purespeed will not provide historical data, to any party for any reason, regarding any system or Internet activity.
2. Purespeed does not and will not perform system backups on any web sites. Purespeed shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Purespeed will not provide historical data, to any party for any reason, regarding any system or Internet activity.

If you have any questions regarding this Agreement or any of Purespeed Policies, you can call our Customer Service Department at 888-201-4547.