

VELOCITY BROADBAND INC. - INTERNET TERMS OF ACCESS

1. Definitions.

"The Company" or "Velocity Broadband" means Velocity Broadband Inc; PO Box 1968 Southern Pines, NC 28388.

"The Subscriber" refers to an individual, corporation or legal entity who incurs usage charges for the Company services, for its own use or who incurs such charges on behalf of a third-party user.

2. Price.

A. General. The Subscriber shall pay to the Company the charges associated with the rate plan selected, including without limitation, deposits, set-up fees, equipment purchase and/or lease, service charges, etc., all as set forth within the "Wireless Order Form," found on the last page of the Wireless Information packet.

B. The Company (Velocity Broadband) has sole ownership of the Customer Premise Equipment (Here in referred to as CPE). The Subscriber may also choose to purchase the CPE from the Company at any time.

C. Changes. A 30-day notice will be given in the event of a price change. If the price changes during the term of the agreement, the subscriber will be given opportunity to end the agreement without penalty prior to their next payment.

D. Installation fee is required to reserve an installation date: If Velocity Broadband is unable to provide service to your location, all charges will be refunded. All periods of service shall begin on the first day of the month. Accounts more than 10 (ten) days overdue will be temporarily disabled until full payment is received. A reconnect fee will be assessed on all disabled accounts. Returned checks will be charged a returned check processing fee. Monthly service is not prorated.

3. Term and Termination.

This agreement commences upon activation of service by the Company and remains in effect for the selected rate plan period, or until terminated as herein provided. Subscriber may terminate this agreement upon thirty days advance notice. Unless Company has increased fees or charges within one month prior to subscribers' notice of termination, subscriber shall pay to company upon discontinuance of service, a termination charge equal to the applicable monthly fees and charges multiplied by the number of months remaining in the term. The Company shall have the right to suspend or terminate this agreement at any time without prior notice to subscriber. The Subscriber also agrees that the Company has the right to delete all data, files or other information that resides or is stored on the Company's hardware, if the Subscriber's account with the Company is terminated, for any reason, by either the Company or the Subscriber.

4. Indemnification.

Subscriber and User shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the service by Subscriber, User, or any of their personnel, whether or not Subscriber or User has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, an invasion of privacy, infringement of copyright, patent infringement (where Subscriber or User has used, connected, or combined the service with the products or services of others), negligence, breach of security, or tortious behavior. Subscriber agrees to indemnify the Company along with any parties from whom the Company obtains network services, and to hold them harmless from any claims resulting from the use of the service by Subscriber or its users that damage another party or that violates the law.

5. Disclaimers of Warranties.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, EQUIPMENT, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE COMPANY (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON INFRINGEMENT. THE COMPANY AND ITS LICENSORS, AGENTS AND EMPLOYEES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR SECURE. THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SYSTEM IS SOLELY AT YOUR RISK.

6. Limitation of Liability.

COMPANY SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES NOT PROVIDED BY COMPANY, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF COMPANY, NOR SHALL COMPANY BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S OR ITS USERS' EQUIPMENT. SUBSCRIBER AND USER HEREBY RELEASE COMPANY FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. COMPANY'S PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. COMPANY SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR ITS USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF COMPANY FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. COMPANY MAKES NO OTHER WARRANTIES OR

REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

7. Use of Service.

A. Subscriber shall insure that its users shall comply with the terms and conditions of this agreement.

B. This connection cannot be shared with other devices (i.e. other computers, notebooks, game systems, etc.) unless expressly agreed upon within the order form. (The type of, and number of devices allowed to be connected is reflected in the number of devices in the network).

C. Subscriber and its users shall not use or permit its end users to use the services in ways that violate laws, infringe the rights of others, interfere with users of our service or other service networks. Subscriber is responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to or in any way connected with the services provided by the Company and all use of any information, data, material or service in violation of any such law, etc., is strictly prohibited.

D. By posting information in or otherwise using any communications service, chat room, message board, news group, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Company's rules or policies;

2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

4. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), (one site that addresses these issues is <http://www.wa.gov/wwwweb/AGO/junkemail/>); chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or other information of any third party; or

6. Impersonates any person or entity, including any employee or representative of the Company.

You further agree that you will not knowingly solicit or collect personal information from a minor without appropriate prior verifiable parental consent.

Company generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, news groups, software libraries, or other interactive services that may be available on or through this site. However, Company and its agents have

the right at their sole discretion to remove any content that, in Company's judgment, does not comply with these rules or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content.

E. Subscribers rights herein granted, cannot be transferred, assigned, shared, sold, or used by anyone other than the Subscriber. No more than one connection to the services provided by Company can be used at any time by the Subscriber on any system account.

F. Subscriber and/or users shall not establish Internet (inbound) servers of any kind, including without limitation, Web, E-Mail, games, FTP, or the like.

8. Broadband Availability.

Company reserves the right to establish and enforce usage limits limiting the speed of uploads and downloads of any kind and in all protocols, including without limitation, file downloads (FTP's), Web browsing, etc., from time to time, for all wireless, DSL or other system accounts.

9. Service Calls.

Subscriber is responsible for the entire cost of service calls including labor, materials and equipment for all failures which are not the fault of the Company including without limitation, acts of God, weather phenomena, failure of Subscriber's equipment, etc., including service calls to reinstall software.

10. Disputes.

In the event the Company is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained or arising out of the Subscriber's use of the services provided by the Company in any other manner, the Subscriber agrees to pay all of the Company's reasonable attorneys fees and court costs. Upon breach of this Contract, all of subscribers' rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this Contract, or the breach of any applicable law or statute governing the use of the services provided, all Subscriber fees shall be forfeited as liquidated damages to the Company. In the event of litigation both parties agree that the law of North Carolina shall apply and both parties consent to the jurisdiction of the courts of Moore County, North Carolina. Both parties expressly waive a jury trial.

11. Contract Amendments. The Company reserves the right to amend this contract from time to time, in its sole discretion, and any such amendments shall become effective upon promulgations, subject to the terms of this agreement.

12. The Subscriber certifies that he or she is at least 18 years of age or that a parent or guardian has given their express consent. The parent or guardian acknowledges responsibility for the minor's actions.

13. Entire Contract.

This Contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.