



## ACCEPTABLE USE POLICY / TERMS OF SERVICE

The terms below are an important part of the service contract between you and Hot Spot Broadband™. Your access of any service signifies your complete understanding and acceptance of these terms and conditions. If you do not understand or agree to these terms and conditions, you may not use the service.

The following words used in context of the Service Contract are defined as follows:

"Provider" - Hot Spot Broadband™ "Client" - The Entity or Person Using Any of Hot Spot Broadband™ Services and Equipment. The Provider agrees to provide, and the Client agrees to pay for, a broadband connection to the Internet according to the following terms and conditions:

1. The client will use the Provider's services and authorizes the Provider to automatically charge the credit card provided monthly for services.
2. The client will use the Provider's services in a manner consistent with any and all applicable laws of the State of Nevada and the United States of America. The client hereby agrees that all domain names and any material submitted for publication on provider's network through client's account(s) will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful. Any material or activity deemed by the Provider as harmful, illegal, or potentially harmful or illegal may result in the immediate termination of the Client's account(s) without warning. Client hereby agrees to indemnify and hold harmless the provider for any claim resulting from the submission of illegal materials.
3. The Provider's service is provided on an "AS IS, AS AVAILABLE" basis. The provider gives no warranty, expressed or implied, for services, including, without limitation, warranty of merchantability and warranty of fitness for a particular purpose. **THIS NO WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY PROVIDER OR ITS PROVIDERS BEYOND THE FEES PAID BY CLIENT TO PROVIDER FOR SERVICES.**
4. The Provider is not responsible for any damages arising from the Client's use of the Provider or by the Client's inability to use the Provider's services for any reason.
5. While the Provider shall make every reasonable effort to quality of service for the Client. The Provider is not responsible for the Client's data.
6. **THE PROVIDER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO DEACTIVATE ANY CLIENT ACCOUNT(S) WITHOUT FURTHER WARNING FOR ANY REASON.**
7. Client hereby agrees that all domain names and any material submitted for publication by the Provider through Client's account(s) will not contain anything leading to an abusive or unethical use of the provider's service(s) or equipment. Abusive and unethical materials and



uses include, but are not limited to: pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, Denial Of Service attacks, warez, materials that promote hate, racial intolerance and any harassing and harmful materials or uses of the Provider's network. Client hereby agrees to indemnify and hold harmless the provider from any claim resulting from the Client's publication of materials or use of those materials. Provider may or may not give notice before deactivating the use of any account(s) which the Provider decides in its sole discretion is an abusive or unethical use of the account(s). Client agrees to pay a US \$50.00 deactivation fee if clients violation leads to an account deactivation or suspension. CLIENT HEREBY ACKNOWLEDGES THAT ALL US CITIZENS HAVE A CONSTITUTIONAL RIGHT TO FREE SPEECH, AND THAT THIS IS NOT A RIGHT TO KEEP IT ON OUR SERVERS.

8. Client may not: Send unsolicited email, (known as 'spam') to anyone residing on our servers or through our servers, or when dialed into the network. The following types of email sent constitute as spam: Forged Email To/From address other than from the actual sender or to the actual recipient. Message subject not related to the email body. Email not requested by the recipient. Emails sent in bulk by sender. Mail bombs. -Restrict or inhibit any other user from using and enjoying the Internet; Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations; Post or transmit any information or software which contains a virus, cancel-bot, Trojan horse, worm or other harmful component; Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto; Send unsolicited advertising or promotional materials to other network users; Run or activate processes while User is not logged in; Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity; Attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of User's connection, or Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.
9. Use of distribution lists via unsolicited electronic mail or other mass electronic mailings (UCE or SPAM) is strictly prohibited. The Provider reserves the right to deactivate the Client's account(s) upon an indication of such activity without further notice. The Client hereby agrees to indemnify and hold harmless the provider from any claim resulting from



the Client's or another party's use of electronic mail service(s) on the Client's account(s). The Provider reserves the right to charge an account deactivation fee and a \$150 SPAM fee PER EMAIL sent in violation of this policy. The client hereby expressly agrees to pay these fees if client's violation of provider's anti-spamming policy leads to an account deactivation. Any violation of this policy may result in civil and/or criminal prosecution pursuant to UCE laws of Washington State, and/or the United States Of America. The Client understands that the Provider attempts to block incoming SPAM at the server. The client understands that this is not a guarantee against receiving spam, and the client understands that this block could prevent legitimate email.

10. Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully. The Provider is not liable for protection or privacy of electronic mail or any other information.
11. The Client acknowledges that there is NO cooling-off period. All orders, sales, rents, time frames, all contracts are for 24 months and terms are final unless otherwise authorized in writing by the Provider. All contracts are automatically renewed for another term unless a written notice of cancellation has been given by the Client at least two weeks in advance of the renewal date / anniversary date. If an account has been setup and the initial service and setup fee is not paid, Provider has the right to immediately close the account and to refuse service. In this case, the Client agrees to pay US \$100.00 for setup services. If the service is not paid on time the Client agrees to pay a US \$15.00 late fee per billing cycle and a US \$25 fee for reactivating a suspended account.
12. The Provider maintains control and any ownership of any and all I.P. numbers and host names that may be assigned to the Client and reserves in its sole discretion the right to change or remove any and all I.P. numbers and host names.
13. The Provider has the right to terminate all affiliate/referral commissions if the content of the linked site contains material that is deemed abusive or unethical.
14. Although the Provider advertises "Unlimited Access" in regards to some of its Wi-Fi services, there are several limitations applied. The sole purpose of these limitations are intended to limit the amount of unnecessary use of The Provider's services by any such User, which restricts overall The Provider's system availability for other such Users. These limitations apply only to Wi-Fi access services offered by The Provider.
  - Idle Timeout - User agrees to have their online session automatically terminated after ten (10) minutes of consecutive inactivity. Inactivity is defined as zero upload from the clients IP address and the Providers Network.
  - Multiple, Concurrent Online Sessions: User agrees to maintain no more than one (1) concurrent online session for each Wi-Fi or Fixed Wireless account purchased.
  - User 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 Provider. Service is



provided as an unlimited service provided that you may not use the provided connection as a dedicated connection.

- 15.** The Provider exercises no control whatsoever over the content of the information passing through the Provider's system. Use of any information obtained via The Provider is at User's risk. Neither The Provider nor any of its affiliates, its licensors, its contractors or their respective employees warrant that the Service will be uninterrupted or error free; nor does The Provider make any warranty as to the results from use of the Service.
- 16.** In the event it is necessary to refer any dispute to an attorney, a collection agency, or resolve it in a court of law, the prevailing party will be entitled to an award of reasonable attorney's fees, collection fees, and all costs associated with any legal action, whether or not a suit shall actually be filed. Place where the contract is signed and fulfilled shall be Reno, Nevada, United States of America.
- 17.** The Provider has the right to revise the Service Contract / Terms and Conditions at any time.

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Version 1.2  
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