

SOFTWORX INCORPORATED – INTERNET SERVICE AGREEMENT

SERVICE AND NOTICE

Softworx Incorporated agrees to provide its Internet Access Service to you (Customer) for Customer's private use. All payments and correspondence are to be made to Softworx Incorporated or Teton Wireless – PO Box 2777 Great Falls, MT 59403. Use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. Softworx Incorporated reserves the right to terminate the Service if Customer violates such restrictions. Softworx Incorporated reserves the right to immediately terminate service of any Customer who intentionally jeopardizes or attacks the system, uses it to attack or injure others or their systems, for illegal or prohibited purposes.

ONLINE CONTENT

Customer is responsible for any information which it places or accesses on the Internet or which it uses through the Service. Customer is solely responsible for the legality of any such information or the access or use thereof and for choosing to read or view any material it accesses on the Internet. Softworx Incorporated expressly disclaims any and all liability from all claims for damages arising out of, or claimed to arise out of, any such material. The Service may only be used for lawful purposes. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service.

FEES AND BILLING

You agree to pay all fees and charges incurred which relate to the provision and/or use of the Softworx Incorporated Internet Services through your account, in accordance with the rates, terms and conditions established from time to time by Softworx Incorporated that are applicable to the service plan which you have selected. Customer's billing period begins on the first day internet service is installed. Accounts more than 90 days overdue may be cancelled and sent to collection. Email and files may not be accessible during suspension periods and may be deleted if the account is cancelled. You agree to pay all costs incurred by Softworx Incorporated in the collection of any delinquent charges due under this Agreement or in the enforcement of this Agreement, including without limitation, lawyers' fees.

DISRUPTION OF SERVICE

Softworx Incorporated assumes no liability for any loss or consequential damage due to disruption of service for any reason, including failure of Softworx Incorporated network, equipment, or disruption of service or failure of any supporting or upstream provider of service to Softworx Incorporated, including telephone companies, long distance carriers, network, or electrical power providers. In no event will any refund be given for such disruptions. Customer expressly agrees that use of the Service is at customer's sole risk.

INDEMNIFICATION

Customer is responsible for all actions it takes in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless Softworx Incorporated, and their respective officers, employees, agents, and shareholders from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon. Additionally, Customer agrees to indemnify and hold harmless Softworx Incorporated and their respective officers, employees and agents from any claim or cause of action by Customer or any third party for damages arising out of, or claimed to arise out of the installation of Customer Premise Equipment on Customer's property.

BOUNCED CHECKS

Dishonored checks will be subject to a \$35 fee plus collection costs, if applicable. Softworx Incorporated does not redeposit returned checks.

SERVICE CANCELLATION

For customer's choosing a one (1) or two (2) year term plan – you may cancel your service at any time by sending written notice via U.S. postal mail and paying an early termination or cancellation fee of \$195 or the remainder of their agreement whichever amount is less. These fees are excluded for customers choosing a month to month plan but notice must be received 10 days before next billing cycle to avoid being charged for an additional month without refund.

MODIFICATION OF AGREEMENT

Softworx Incorporated reserves the right to change the rates, and otherwise modify the terms and conditions of this Agreement by notifying Customer in writing 30 days in advance of the effective date of such proposed changes. If Customer does not request its Service to be terminated, it will be presumed that Customer consents to the modifications to this Agreement. If Customer chooses to cancel service at the time of such notification of modifications to this Agreement, Softworx Incorporated will waive any cancellation fee.

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JURISDICTION AND ATTORNEYS FEES

This agreement is made under and shall be governed by and construed in accordance with the laws of the State of Montana. Venue for action lies in the County of Cascade. Attorneys' fees will be awarded to the prevailing party.

BANDWIDTH LIMITATIONS - FAIR ACCESS POLICY

Softworx Incorporated reserves the right to suspend or terminate accounts where data consumption is not characteristic of a typical user of the service as determined by the company in its sole discretion. Softworx Incorporated has established a monthly data consumption threshold for each individual service plan (see your plan for details). Use of the service in excess of the bandwidth threshold per month is excessive use and is a violation of the Policy. Any transfer that exceeds this limit in whole or per download and/or upload limit will be slowed down or turned off. Softworx Incorporated is not required to give notice before changing or turning off service connections. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (FTP), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the service does not restrict, inhibit, interfere with, or degrade any other person's use of the service, nor represent (as determined by Softworx Incorporated in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the service does not limit or interfere with Softworx Incorporated ability to deliver and monitor the service or any part of its network. If you use the service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Softworx Incorporated may, in its sole discretion, suspend, terminate or bill your service account or request that you subscribe to an advanced service plan if you wish to continue to use the service at higher data consumption levels. Softworx Incorporated may also provide versions of the service with different speed and data consumption limitations, among other characteristics, subject to applicable service plans. Softworx Incorporated determination of the data consumption for service accounts is final. Softworx Incorporated reserves the right to alter speeds in order to maintain fair access to all users without notice. Advertised speeds are up to and are not guaranteed. .

GENERAL PRACTICES AND LIMITS

You acknowledge that Softworx Incorporated may establish general practices and limits concerning use of the Softworx Incorporated Internet Services, including without limitation the maximum size of any e-mail message that may be sent from or received by a Softworx Incorporated Internet Services account, the maximum disk space that will be allotted on Softworx Incorporated servers on your behalf, the maximum amount of data that may be sent from or received by a Softworx Incorporated Internet Services account and the maximum number of days that e-mail messages will be stored on Softworx Incorporated servers. You agree to comply with all such general practices and limits. You acknowledge that such general practices and limits may differ for different portions of the Softworx Incorporated Internet Services and may be set at different levels for different users based upon factors that may be determined in Softworx Incorporated sole discretion. Softworx Incorporated reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. You further agree that violating such practices or exceeding such limits may result in suspension, restriction or termination of your account or the imposition of additional charges.

SOFTWORX EQUIPMENT

The high speed equipment Radio Equipment and Antenna and associated components are provided for your use as part of the Softworx Incorporated high speed internet service and are at all times owned by Softworx Incorporated. You hereby agree not to sell, transfer, lease, assign any interest in, or encumber all or any part of the Softworx Incorporated-owned high speed equipment.

CONTENT WARNING

You the Customer acknowledge that Softworx Incorporated Internet Services provide access to content, information and materials that are uncensored. You acknowledge that some of the content, information and material that is available through the Softworx Incorporated Internet Services and the Internet may be inaccurate, offensive, harmful or in violation of applicable laws. Softworx Incorporated recommends that minors using the Softworx Incorporated Internet Services be supervised by an adult.

ACCEPTABLE USE OF SOFTWORX INTERNET SERVICE

The Softworx Incorporated Internet Services may be used only for lawful purposes. You agree that you will not:

- post, upload, reproduce, distribute or otherwise transmit unauthorized or unsolicited commercial e-mail, junk or bulk e-mail, chain letters or other "spam";

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- engage in threats, harassment, intimidation, stalking or abuse of others; scan or probe another computer system;
- obstruct or bypass computer identification procedures;
- engage in unauthorized computer or network trespass;
- export equipment, software or data outside of Canada or the United States in contravention of applicable export control legislation;
- post, upload, reproduce, distribute or otherwise transmit information or materials where such activity gives rise to civil liability, or otherwise violate the rights or assist others to violate the rights of Softworx Incorporated or any third party; such violations include but are not limited to engaging in copyright infringement, trademark infringement and defamation;
- post, upload, reproduce, distribute, or otherwise transmit information or materials where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence; such offences include, but are not limited to, communicating hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, obscenity and child pornography;
- engage in or assist others to engage in any activity that otherwise violates established or accepted network etiquette, violates applicable charters, FAQs, policies, rules or guidelines of Softworx Incorporated Internet Services or other parties, disrupts or threatens the integrity, operation or security of the Softworx Incorporated Internet Services or any computer or Internet system, elicits complaints from other Internet users, is contrary to any law or regulation or, in the sole judgment of Softworx Incorporated Internet Services, is otherwise objectionable;
- otherwise violate Softworx Incorporated Acceptable Use Policy.
- share, resell, reproduce, copy, distribute, redistribute, or exploit for any commercial purposes, any portion of, use of or access to, the Softworx Incorporated Internet Services, except where expressly authorized by Softworx Incorporated;
- allow any other person or entity to engage in any of the foregoing activities while using your Softworx Incorporated Internet Services account.

If at any time you become aware of any violation, by any person or entity, of the acceptable use rules set out above, which involves your account, you agree to immediately notify Softworx Incorporated and provide Softworx Incorporated with assistance, as requested, to stop and/or remedy such violation. Without limiting any of Softworx Incorporated rights to suspend, restrict or terminate your Softworx Incorporated Internet Services account as described elsewhere in this Agreement, Softworx Incorporated may suspend, restrict or terminate your Softworx Incorporated Internet Services account without notice if, in Softworx Incorporated sole and absolute discretion, you have violated any of the acceptable use rules set out above. You acknowledge and agree that Softworx Incorporated shall not be responsible or liable to you or any third party for any suspension, restriction or termination of your account.

PROPRIETARY RIGHTS

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material accessed through the Softworx Incorporated Internet Services or the Internet is protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. You further acknowledge that, except where expressly stated otherwise, all programs, services, processes, designs, technologies, materials and all other things comprising the Softworx Incorporated Internet Services are owned by Softworx Incorporated, its licensors or its suppliers and are protected by applicable copyrights, trade-marks, patents, trade secrets and/or other proprietary rights and laws. Softworx Incorporated does not claim ownership of information, materials, software or other content (collectively, the "Content") that you post, upload, input, provide, submit or otherwise transmit to Softworx Incorporated or any third party, using the Softworx Incorporated Internet Services. However, you agree that by posting, uploading, inputting, providing, submitting or otherwise transmitting the Content to Softworx Incorporated or any third party, using Softworx Incorporated Internet Services, you have thereby granted Softworx Incorporated a royalty-free, non-exclusive license to use, copy, distribute, transmit, display, edit, delete, publish and translate such content to the extent reasonably required by Softworx Incorporated to provide the Softworx Incorporated Internet Services to its customers or to ensure adherence to or enforce the terms of this Agreement. You acknowledge that, except where otherwise specified by Softworx Incorporated, IP addresses and e-mail addresses assigned to you by Softworx Incorporated during the term of this Agreement remain the property of Softworx Incorporated at all times. You understand that the technical processing and transmission of the Softworx Incorporated Internet Services, including your content, materials or other information, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

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Privacy Policy

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally Identifiable Information' (PII) is being used online. PII, as described in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from customers?

All customer information is obtained at the time of sign up with our internet service, including the following; Your name, email address, mailing address, phone number, payment information

When do we collect information?

We do not collect or store information from you when you or enter our site.

How do we protect your information?

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. All electronic payment transactions are processed through a secure third party payment gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do not use cookies for tracking purposes.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information. We may release information when appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

Changes to this privacy policy

We may change this privacy policy at any time, by posting an updated privacy policy.

If there are any questions regarding this privacy policy, you may contact us using the information below.

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