

# Selk Electronics, Inc. – 24 Month Agreement

This Internet Service Agreement (“Agreement”) is entered into by and between the subscriber (“you”) and Selk Electronics, Inc. (“Selk”).

- Scope:** Selk will provide you with an End-User Antenna (“Antenna”) that is leased to you under the terms hereof. This Antenna is to be used only for the purpose of connecting to Selk’s High-Speed Wireless Internet Service (the “Service”). You are responsible for all usage of the Service using your account and any other services (including third-party services) that are accessed through the Service through your account. The Service is comprised solely of offering you access to the Internet through the Antenna.
- Payment, Lease, Disclaimers:** You shall pay Selk for the Service in accordance with the payment terms in Section 3. The Antenna is provided under lease only and shall at all times remain the property of Selk. You will maintain the Antenna in good condition. Selk owns the Antenna and has the right to repossess the Antenna from you if you fail to pay for the Service. Upon any termination, the Antenna shall be returned to Selk in good condition. The Service itself is provided as-is and where-is, and without warranty of any kind, and there are no warranties, expressed or implied for the Service. Selk may charge you a late fee on unpaid balances if you are delinquent and may terminate your Service and repossess the Antenna without notice. Selk may also charge you a reconnect fee of Forty Dollars (\$40.00). Selk reserves the right to adjust monthly rates given a 30-day written notice.
- Your Service Plan:** Your plan is the WRITE DOWNLOAD/UPLOAD SPEED IN THIS SPACE \_\_\_\_\_ plan with a 24-Month Contract. All monthly fees are due in advance on the (15<sup>th</sup>) day of each calendar month, or in the initiation of service starting the (1<sup>st</sup>) day of each month (pro-rations for partial months if service does not commence on the first (1<sup>st</sup>) day of the month). You agree to pay a fee of WRITE MONTHLY RATE IN THIS SPACE \_\_\_\_\_ per month for a period of at least 24 months. If you terminate before the expiration of this 24-month term, you agree to pay a \$200.00 early termination fee. You agree to provide Selk, upon initiation of Service with a  N/A  non-refundable installation fee and to secure other obligations that you owe to Selk regarding the Service. You agree to pay Selk  N/A  per month/per address for each of  N/A  additional IP addresses. No pro-rations or credits will be accepted.
- Term & Termination:** This Agreement remains in effect until terminated by either party. Either party may terminate this Agreement by giving 30-day written notice. Termination by you is subject to your payment of the remaining balance and the return of the Antenna; but if you terminate the Agreement by the tenth (10<sup>th</sup>) day following the initiation of your service for any reason, you may do so without any liability for Service fees or payments and your only responsibility is to return the Antenna and other Selk property. If your Service is terminated for any reason, Selk has the right to delete all data, files and other information stored in for your account, without liability to you for any such deletion or for any information lost.
- Your Information; Acceptable Use:** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment and software as necessary to access the Service. Selk is not responsible for back-up and restoration of your information. Selk may decline to provide Service to you, or may immediately terminate your Service, if Selk determines, in its reasonable judgment and discretion, that your use of the Service or Your account violates any of the following actions: unlawful activity; accessing the accounts of others; penetrating security measures of any other person; bombarding computer accounts of others with uninvited communications, data or information; transmitting unsolicited voluminous emails; introducing viruses, malware, harmful code or other disruptive code or files; generating excessive amounts of Internet traffic beyond that customary for Your account; using Selk in writing giving you permission to operate a server of any type, including a mail or web server, unless such usage is specifically permitted by Selk in writing giving you permission to operate such account; interfering with another person’s usage or enjoyment of the Internet or the Service; or posting or transmitting information or communications that are defamatory, fraudulent, obscene or deceptive, including scams such as “make-money-fast” schemes or “pyramid/chain” letters or “multi-level marketing” schemes. For the purposes of back up and maintenance, Selk may copy, display, store, transmit, and translate, reformat and distribute your information to multiple Selk servers. Selk does not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to your information. You agree that your name, User ID and other identifying information may be placed in Selk’s user directory and database.
- Limitations on Use; No Warranties; Limits on Liability:** The reliability and performance or Internet resources are beyond Selk’s control and are not warranted by Selk. Selk is not responsible for any delays and disruptions of network transmissions. The Internet is not a secure network and third-parties may intercept, access, use or corrupt the information you transmit over the internet. Selk does not warrant that files or information downloaded through the Service will be free of viruses or other disruptive code or that the Service will provide Internet access that meets your needs and it makes no warranty regarding any transactions executed through the Service.
- Provisions of Service:** The Service is provided on an “As Is” and “As Available” basis. Selk does not warrant that the Service will perform at any particular speed or provide any specific bandwidth or throughput, or that transactions through the Service will be uninterrupted, error-free or secure. Selk disclaims any and all warranties for the Service and any equipment provided in connection therewith (including any Antenna), whether express or implied, including any warranty of merchantability or fitness for a particular purpose, all of which are expressly excluded. In no event shall Selk be liable for any indirect, special, consequential or incidental damages, including damages for lost profits or revenues, or any damages for lost or damages files or data, or any damages attributable to the use or inability to use the Service or any information obtained thereby, even if Selk has been informed of the possibility or likelihood of such damages. Selk’s maximum liability in the aggregate to you for any and all claims, regardless of form or cause of action shall be limited in any and all events to Three Hundred (\$300.00) Dollars. The limitations, exclusions, maximum liability provisions and disclaimers in this Section (Collectivity, the “Limitations”) apply to all claims by you irrespective of the cause of action underlying your claim, including warranty, breach of contract, product liability or product dissatisfaction or any form or tort, including allegations of Selk’s negligence or misrepresentation. You shall never assert claims against Selk if those claims are barred by the Limitations or the provisions of this Agreement and agree that any such claims shall be subject to immediate dismissal.
- General:** Selk will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including causes such as acts of a governmental body, acts of God, acts of third-parties, fires, floods, or other inclement weather, strikes or other labor-related disputes, network or communication failures or failure of any communication link or facility, failures of software or hardware equipment, software or services. This Agreement, including all schedules hereto, which are fully incorporated into this Agreement represents a complete and exclusive statement of the terms of such agreement and supersedes any and all prior contemporaneous agreements, understandings, negotiations or communications, whether written or oral. You may not assign, or otherwise transfer this Agreement in whole or in part, and may not assign any rights or delegate any obligations under it. Any attempt to do so shall be void.

You confirm that you have reviewed the terms and conditions hereof and have determined that the provisions hereof are suitable for your needs, and that you have had an ample opportunity to consider whether to accept this Agreement. You confirm that the contractual allocations of risk and reward as set forth herein shall not be disturbed or overturned by any tribunal based on any extra contractual considerations. You agree that you shall never assert any argument contrary to these provisions in any forum.

The undersigned hereby declares that he or she has received and reviewed and signed the foregoing Internet Services Access Agreement and he or she agrees to the terms and conditions herein.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_