

Internet Service Contract

Casair, Inc.
617 E. Lake St., Stanton, MI 48888
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THIS IS A LEGALLY BINDING CONTRACT AND BY SIGNING THE ORDER FOR INTERNET SERVICE I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS

The person or entity signatory (hereinafter the Subscriber) who signs the Order for Internet Service agrees to the following Terms and Conditions of this Internet Service Contract (hereinafter the Contract) and the Acceptable Use Policy. Access to the Casair, Inc. Internet services is provided subject to the following terms and conditions. Casair, Inc. exercises no control over the content of the information available through the Casair, Inc. Internet services.

1. The phrase "the Company" refers to Casair, Inc., a Michigan Corporation and its assigns and operators.
2. The Casair, Inc. Internet services provided to the Subscriber by the Company may only be used in accordance with all applicable laws, statutes, regulations and rules, and in accordance with the Acceptable Use Policy, a copy of which is attached hereto and incorporated herein by reference and such terms shall be binding on Subscriber. Transmission, promulgation, theft, procurement of, communication, alteration, publication or storage of any information, protected material/property, data or material in violation of any National Law of any sovereign nation, or of International Law, the United States Annotated Code, or of any state or local law, statute, regulation or rule is strictly prohibited. This includes, but is not limited to any material, data, matter, software or software code, or intellectual property protected by copyright, trade mark, privacy or other proprietary, personal or property right, trade secret, or any other statute. It is unlawful and a violation of this Contract to communicate, transmit, or promulgate in any matter, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort or to otherwise use the Casair, Inc. Internet services for any illegal or unlawful purpose. The Subscriber or Subscriber's users, through Subscriber's proscribed terms of use, grant a worldwide, perpetual, royalty-free license to Company to use all data submitted to the Company's Internet service ("Subscriber Content") to perform the services as provided under this Agreement and the Order for Internet Service. In addition, Subscriber grants to Company, a worldwide, perpetual, royalty-free license to (i) use and analyze any Subscriber Content internally in furtherance of Company's internal business purposes; (ii) create any products or services based on user information and Subscriber Content to sell to third parties or to promote the business of Company; and (iii) disclose the Subscriber Content and related information created by Company, or for Company, on an aggregated basis for marketing and business development purposes, including targeting advertisements. Subscriber shall agree to indemnify, defend and hold Company harmless from and against any claims by Subscriber or third parties resulting from Company's use of the Subscriber Content in accordance with the terms of this Agreement.
3. The Subscriber is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Casair, Inc. Internet services, (ii) to the use of any networks connected to the Casair, Inc. Internet services, and (iii) to the communications means by which the Subscriber connects their modem, PC, terminal or other equipment to the Casair, Inc. Internet service. Subscriber is responsible for managing all the activity occurring through use of the Internet service, including the activity of Subscriber's users and such user's content. The Subscriber shall abide by all applicable local, state, national and foreign laws, treaties and regulations, including those related to data privacy, international communications and the transmission of technical or personal data. The Subscriber shall notify Company immediately in the event it becomes aware of or suspects any unlawful copying or distribution of illegal content through the Internet service and the Subscriber shall use reasonable efforts to halt such unlawful copying and/or distribution.
4. Company will provide Subscriber with the equipment notated on the Order for Internet Service. Such equipment shall at all times remain the property of the Company and upon termination of service shall be returned to the Company in the same condition as existed upon execution of this agreement, reasonable wear and tear excepted. Subscriber shall bear all risk of loss, theft, fire, windstorm, lightning, or other hazard. The Company will maintain and repair such equipment at its sole cost, provided however, that in the event that any such maintenance, repair or replacement is necessitated by the abuse, misuse or neglect of the Subscriber, or any of the hazards identified above, Subscriber shall bear the entire cost of such repair or replacement.
5. The Subscriber agrees to defend, indemnify and hold harmless the Company, its officers, shareholders, agents and employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of actions, attorneys fees, litigation and court costs resulting from the Subscriber's use of the Casair, Inc. Internet services in any manner, whether directly, indirectly or by any act of commission or omission.

6. Payment of the Casair, Inc. Internet service fee is due on the first day of the billing period of the selected service option. Service started from the first through the fifteenth day of the month is subject to the full monthly service charge of the selected service option. Service started from the sixteenth through the last day of the month is subject to half the monthly service charge of the selected service option. A Casair, Inc. Internet services account is in default if payment of the Casair, Inc. Internet services fee is not received within 15 days after payment is due. If the Subscriber's payment is returned to the Company unpaid, the Subscriber is immediately in default and subject to a charge of \$30 from the Company. Accounts unpaid 30 days after payment is due may have their service interrupted. Such interruption does not relieve the Subscriber from the obligation to pay the Casair, Inc. Internet services fee. Only a written request to terminate the service relieves the Subscriber of the Subscriber's obligation to pay the monthly account charge. Accounts in default are subject to an interest charge of 1.5% per month or the Subscriber's state legal maximum allowable rate. If the Subscriber defaults, the Subscriber is to pay the Company its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended.
7. 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, the Subscriber agrees to pay all of the Company's reasonable attorneys fees and court costs. Upon breach of this Contract, all of Subscriber's 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 Casair, Inc. Internet service, all subscriber fees shall be forfeited as liquidated damages to the Company. In the event of litigation, both parties agree that the Law of Michigan shall apply and both parties consent to the jurisdiction of the state courts. Both parties expressly waive a jury trial.
8. A Casair, Inc. Internet service account can be canceled at any time by either the Company or the Subscriber, upon written notice sent by the Subscriber to the address of the Company listed in this Contract, upon written notice sent to the last mailing address listed with the company by the Subscriber on the Order for Internet Service. It shall be the responsibility of the Subscriber to keep the Company informed as to a valid mailing address to which notice can be sent. Service terminated from the first through the 15th day of the month is subject to half the monthly charge. Service terminated from the 16th through the last day of the month is subject to the full monthly charge.
9. The Subscriber agrees that the Company has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with the Company is terminated, for any reason. In addition, all Subscriber information or Subscriber Content may be moved, removed, and / or deleted for any reason or no reason at all in the sole discretion of the Company.
10. The Company shall have the right to suspend service to the Subscriber at any time, and for any reason or no reason in the Company's sole discretion, without notice. If such a suspension is to last for more than 15 days, the Subscriber may be notified as to the reason.
11. Upon acceptance of the Subscriber's Order for Residential Internet Service, the Subscriber will be provided with access to the Casair Internet services. Permissions for access to the Casair, Inc. Internet service shall remain valid and in force and effect during the pendency of this Contract.
12. The Subscriber certifies that he or she is at least 18 years of age. While individuals under the age of 18 may utilize the Internet service, they may do so only with the involvement of a parent or legal guardian. It is assumed that if an individual under the age of 18 is using the Internet service, that the individual's parent or legal guardian has agreed to the terms of this Agreement.
13. **LIMITED WARRANTY: WITH RESPECT TO THE EQUIPMENT DESCRIBED IN PARAGRAPH 4 ABOVE, THE COMPANY WARRANTS THAT IT WILL REPAIR OR REPLACE ANY DEFECTIVE EQUIPMENT DURING THE TERM OF THIS AGREEMENT AT ITS SOLE COST AND EXPENSE, PROVIDED THAT NOTICE OF SUCH DEFECT IS GIVEN TO THE COMPANY NOT LATER THAN 24 HOURS AFTER THE OCCURRENCE AND PROVIDED FURTHER THAT SUCH DEFECT DOES NOT ARISE FROM THE ABUSE, MISUSE OR NEGLIGENCE OF THE SUBSCRIBER OR FROM DAMAGE OR LOSS OCCURRING BECAUSE OF THEFT, FIRE, WIND, LIGHTNING, IMPROPER GROUNDING, OR OTHER HAZARD.**
14. **DISCLAIMER OF WARRANTIES: NO WARRANTY IS MADE BY THE COMPANY REGARDING INFORMATION, SERVICE OR PRODUCT PROVIDED THROUGH, IN CONNECTION WITH, OR LOCATED ON THE COMPUTER OF CASAIR INTERNET SERVICE. THE COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OTHER THAN THOSE SPECIFICALLY SET FORTH ABOVE, INCLUDING WITHOUT LIMITATION: (I) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; (II) ANY WARRANTY OF MERCHANTABILITY; AND (III) ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
15. **LIMITATION OF LIABILITY: ANY LIABILITY OF THE COMPANY, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, ELECTRICAL SURGE/DAMAGE/INTERFERENCE, IMPROPER GROUNDING, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE**

STRICTLY LIMITED TO THE AMOUNT PAID BY OR ON BEHALF OF THE SUBSCRIBER TO THE COMPANY FOR THE CURRENT MONTH. PROVIDED HOWEVER, IN NO EVENT, INCLUDING, WITHOUT LIMITATION, A NEGLIGENT ACT, SHALL COMPANY OR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTENT OR INFORMATION PROVIDED OR DISTRIBUTED BY THE COMPANY OR ANY OTHER SUBSCRIBER OR RELATED TO ANY PRODUCTS, SERVICES, OR INFORMATION OFFERED OR SOLD, OR INABILITY TO USE THE INTERNET SERVICE OR OTHERWISE IN CONNECTION WITH THIS CONTRACT, REGARDLESS OF WHETHER COMPANY OR ANY OF ITS AFFILIATES, OFFICERS, EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. This Contract represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreement between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. The Company reserves the right to modify these Terms and Conditions by notifying the Subscriber 30 days in advance of the effective date of the modifications.
17. The term of this contract shall be for two (2) years, commencing on the date of installation which date is recorded on the Order for Internet Service. The contract shall automatically renew upon the anniversary date. The contract may be terminated with written notice to Casair at least thirty (30) days prior to the anniversary date. Termination prior to the end of the second year of the contract shall result in early termination fee of 1/2 of remaining value on contract in addition to all other outstanding balances due and any assessments for damage to or replacement costs for CAS owned equipment.
18. This Contract is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to its conflicts of laws provisions. Subscriber agrees to submit to the personal and exclusive jurisdiction of the state or federal courts located within or near Muskegon County, Michigan for any disputes with Company arising out of this Contract.
19. Use of a Casair, Inc. Internet service account constitutes acceptance of these Terms and Conditions. In addition, the person or entity signing the Order for Residential Internet Service agrees to the Terms and Conditions of this Internet Service Contract and the related Acceptable Use Policy.
20. Subscriber warrants and represents that he/she as owner is authorized, or has been authorized by the owner of the premises if he/she is not the owner, to permit the installation upon the premises occupied by Subscriber of all equipment necessary to provide internet service pursuant to this agreement. Subscriber shall indemnify and hold Company harmless from any claims of loss or damage to the premises by any third party, which claims are related in any way to Company's installation of equipment and provision of internet service.