

Monster Broadband, Inc.

Terms of Service Agreement

Monster Broadband, Inc. requires that you read this entire Terms of Service document before using our services. Your use of our services constitutes your acceptance of the policies outline in this agreement.

Monster Broadband, Inc. also herein referred to as, Provider agrees to provide you, also herein referred to as user with those services set forth at the time of signup and you agree to abide by the restrictions made below. In the event of any violation of the below terms and conditions of using our service, Provider reserve the right to suspend or terminate your account immediately, without notice. If you do not wish to be bound by the below terms and conditions of using our service, then you may not access the service.

Warranty Disclaimer. No warranty's are made regarding the service. Provider does not guarantee that the service will be uninterrupted or error free. Provider exercises no control whatsoever over the content of information that is passed through our system. The service is provided on an "as is" basis.

Responsibility of Use. User shall assume all responsibility for all content distributed, accessed, or viewed while connected to our service. Under no circumstance shall Provider be held liable for your actions while you are using the service. In the event of a court order, Provider may provide any and all information that is requested of us to those with proper authority, in accordance with our Privacy Policy.

Limitation of Liability. Under no circumstances shall Provider, our agents, or employees be liable for any damages, which result in any way from user's use or inability to use the service or any part thereof. This includes all direct and indirect damages, special, punitive or consequential damages that may result from busy signals, errors, delays in the service, deletion of files, viruses, theft, or alteration of a user's computer. In the event that Provider is found liable under any circumstance under the terms of this agreement, our liability shall be limited to the unused balance of user's subscription payment pro-rated to reflect the current term.

Age Limit. User represents to us that he or she is 18 years of age or older. User understands that certain materials available from Service

provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

Sexually Explicit Materials. User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. Provider have no control over and accept no responsibility whatsoever for such materials.

Restrictions of Use. User understands that the following restrictions are applied to the service:

User May Not:

Send SPAM, or bulk email through Providers network.
Post offensive, threatening, or SPAM, when using the newsgroups.
Use their personal FTP site for business sites.
Post or transmit viruses or any harmful component to others.
Transmit anything that is protected by copyright without permission.
Attempt to violate the security of any computer or computer network.
Engage in any illegal activity.

Email Restrictions:

User may not send to more than 25 recipients at a time.
User may not attempt to send more than 200 emails per hour period.
User may not send from an email address that is not their own.
User may not send an email that is over 20 MB in size.
User may not forge message headers to hide the origin of their email.
Provider may block certain attachment types used in transmitting viruses.
Provider may run a virus scanner on all mail and drop mail containing viruses.
New email is kept on the server for 90 days. Provider reserves the right to delete any mail messages that are over 356 days old.

Right to Cancel. Provider reserve the right to cancel Service for any reason without prior notice. In the event that a user's service is cancelled by us for a reason outside of this TOS, Provider will refund the user the unused portion of that month's service at the time of cancellation. Any applicable early cancellation fees related to a service contract with provider will become due with in 30 days of notice to user.

System Backups. Provider may perform system backups on User's E-mail account(s). Provider does not guarantee the ability to restore e-mail accidentally deleted or in any other way destroyed. Provider shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reason for data loss or system causes. Except as otherwise set forth in the Privacy Policy, Provider will not provide historical data, to any party for any reason, regarding any system or Internet activity.

No Confidentiality. Information transmitted through us and through the Internet in general is not confidential. Provider can not and shall not guarantee privacy or protection of any User. Provider reserve the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of our company.

Billing Policy. Upon signup, the user will be billed immediately for the first month's service and any set-up fees.

If the billing is declined, Provider will attempt to automatically rebill. If billing is declined Provider reserve the right to suspend service. It is the End Users responsibility to make sure that Desert Winds Wireless always has the most up to date contact and billing information for their account. Under no circumstances will Desert Winds Wireless be liable for bank fees incurred by the User for Desert Winds Wireless attempting to charge for service.

Any billing disputes done through the bank may result in immediate cancellation of users account. Please direct all billing disputes to our Customer Service department. For any accidental disputes, if you wish to get your service reinstated you will have a \$25.00 per dispute reinstatement fee.

If an electronic check or a check payment is returned for any reason a \$25.00 returned check fee will apply.

xCancellation Policy

You can cancel your service one of two ways.

By mail to:

Monster broadband, Inc.
C/O Creassman Bookkeeping
1105 Dinah Shore Blvd.
Winchester, TN 37398

By Phone to:

800-315-06444 (9 am - 7 pm Central Time)

service and the date you want the cancellation to occur. Cancellations are processed at the end of each billing cycle.

Please include your name, address, return phone number and email address as well as a request to cancel service and the date you want the cancellation to occur. Cancellations are processed at the end of each billing cycle.

Failure to Comply With Terms and Conditions. Provider may deny User access to all or part of the Service without notice if User engages in any conduct or activities that Provider in our sole discretion believe violates any of the terms and conditions in this Agreement. If Provider deny User access to the Service because of such a violation, User shall not have the right (1) to access through us any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through us, and Provider shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

Service Contracts. Early termination fees for service contracts cancelled before contract completion date will be \$200.00 (Two Hundred dollars) or the sum of the monthly charge for the remainder of the service contract up to 6 (six) months, whichever is less. (ie If you have 3 months remaining in your service contract and wish to cancel, you will be billed for 3 months of service provided the monthly service charge for 3 months does not total more than \$200.00)

Miscellaneous. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

Our failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

Provider may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflicts of law provisions. Any cause of action User may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Provider shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond our reasonable control.

Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming us as the defendant, shall be proper only in a venue determined by us.