

# Expedition Communications

## HughesNetSubscriber Agreement

**SUBSCRIBER AGREEMENT ORGANIZATION** This Subscriber Agreement is organized into five "Parts":

Part I -- The Service, Subscribership and This Subscriber Agreement;

Part II -- Payment;

Part III - Permitted Use and Restrictions on Use;

Part IV --Grant of Important Rights by You to Us, and Important Disclaimers, Acknowledgments and Obligations

Part V - General (Note: Although located at the end of this Subscriber Agreement, these terms are important.).

### **PART I THE SERVICE, SUBSCRIBERSHIP AND THIS SUBSCRIBER AGREEMENT**

#### **1. THE SERVICE**

The Service consists of a satellite-based, one-way broadcast or two-way broadcast/receive system Internet access Service in which EXPEDITION COMMUNICATIONS carries packets to and from the Internet to your Personal Computer.

#### **2. MODIFICATIONS; RIGHTS OF CANCELLATION OR SUSPENSION**

##### **2.1 MODIFICATION OF THIS SUBSCRIBER AGREEMENT; NOTICES.**

Upon notice published over the Service, we may at any time modify this Subscriber Agreement, including, without limitation, pricing and billing terms. We may, but are not required to, notify you by email, online via one of more of the web sites within the EXPEDITION COMMUNICATIONS Service, including [www.expeditioncommunications.com](http://www.expeditioncommunications.com), or other electronic notice. In the event you do not agree to such changes or additions, then you must cancel your subscription and stop using the EXPEDITION COMMUNICATIONS Service prior to the effective date of such modifications. Your continued use of the EXPEDITION COMMUNICATIONS Service after the effective date of such modifications constitutes your acceptance of such modifications.

##### **2.2 MODIFICATION OF THE SERVICE.**

We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service or membership. In particular, we specifically reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file,

publications, information, communication or other content appearing on or transmitted through the Service. We may, among other things, (a) subject to our Statement on Privacy, make available to third parties information relating to EXPEDITION COMMUNICATIONS or its subscribers, (b) withdraw, change, suspend or discontinue any functionality or feature of the EXPEDITION COMMUNICATIONS Service, (c) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers. In the event that we determine to undertake any such change, we may, but are not required to, notify you by email, online via one of more of the web sites within the EXPEDITION COMMUNICATIONS Service, including [www.EXPEDITIONCOMMUNICATIONS.com](http://www.EXPEDITIONCOMMUNICATIONS.com), or other electronic notice. In the event you do not agree to such changes, then you must cancel your subscription and stop using the EXPEDITION COMMUNICATIONS Service prior to the effective date of such changes. Your continued use of the EXPEDITION COMMUNICATIONS Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, please note that we may automatically check the version of EXPEDITION COMMUNICATIONS System you are running and we may provide upgrades to the System that will be automatically downloaded to your system. In addition, we may check the health and status of your System to ensure that the configuration of your computer is optimized for use with EXPEDITION COMMUNICATIONS.

### **2.3 TERMINATION BY SUBSCRIBER.**

In the event that we modify this Subscriber Agreement, the Service or related pricing or billing terms, you may immediately terminate your account and this Subscriber Agreement. Subject to your payment of the cancellation charges herein described, you may also do so at any other time and for any reason or for no reason upon thirty (30) days written notice. You must terminate this Agreement in accordance with the terms and conditions specified herein; failure to do so may delay or prevent us from knowing that a termination was intended. In such event you will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing. In the event you cancel your subscription to the EXPEDITION COMMUNICATIONS Service prior to the expiration of the minimum commitment period specified for your applicable service plan, you may be subject a cancellation fee of up to \$400.

### **2.4 TERMINATION OR SUSPENSION BY EXPEDITION COMMUNICATIONS.**

We may immediately terminate your account and this Subscriber Agreement in the event of any breach of this Subscriber Agreement by you or a user of your account. We reserve the right in our sole discretion to terminate your account and this Subscriber Agreement at any time or to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part. In the event that we either terminate or suspend your account and or this Agreement for reasons other than breach of this Agreement, then we shall provide you 30 days notice of such suspension or termination. 2.5 CONTINUATION OF OBLIGATIONS. Notwithstanding any cancellation or termination of this Subscriber Agreement or any your account, nor any suspension or termination of access to or use of the Service, you will remain responsible for any obligations accrued to the date of such action, including payment of any charges that may be due as a result of or in connection with such action(s). Your payment and other obligations under this Subscriber Agreement are not suspended or affected by a suspension of access to or use of the

Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Subscriber Agreement or of any law or legal obligation by your or any user of your account.

### **3. WHO MAY USE THE SERVICE? - RESPONSIBILITY AND SUPERVISION**

#### **3.1 AGE AND ACCOUNT SETUP.**

You represent that you are at least 18 years of age and have the right and ability to enter into this Subscriber Agreement. You agree that you are responsible for installing, establishing and setting up, and for verifying and maintaining, the account, options, settings and other parameters under which the Service is used, including (without limitation) all related passwords and user identification information. These account functions may be performed only by a person at least 18 years of age, without exception.

#### **3.2 INSTALLATION OF EXPEDITION COMMUNICATIONS EQUIPMENT**

You acknowledge and agree that we or our designated agent may be required to access your premises or system in order to install and maintain the components necessary for you to access the EXPEDITION COMMUNICATIONS Service. By accepting this Agreement, scheduling a service or installation visit, and permitting us or our service provider to enter your premises, you hereby authorize us or our service technician to access your computer for the purpose of installing, repairing or replacing the components necessary. **NEITHER WE NOR OUR SERVICE TECHNICIAN SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.**

This limitation does not apply to any damages arising from the gross negligence of willful misconduct of any installation provider. Time frames for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

#### **3.3. SUBSCRIBER RESPONSIBILITY.**

You shall be responsible for all access to and use of the Service through your account or password(s) and for any fees incurred for service, or for software or other merchandise purchased thereon, or any other expenses incurred in accordance with the terms of this Subscriber Agreement. You promise to pay such amounts billed for such service, software, or merchandise and any related fees, taxes and charges. You acknowledge that you are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who use the Service through your account. You hereby ratify and confirm any obligations a minor using your account enters into or assumes and any promises or permissions such minor makes or gives.

## **PART II PAYMENT**

### **4. FEES AND PAYMENT**

**4.1 FEES, TAXES AND OTHER CHARGES.** You agree to pay, in accordance with the provisions of the billing option you selected, any registration, activation or monthly fees, connect time charges, ISP service charges, minimum charges and other amounts charged to or incurred by you, or by users of your account, at the rates in effect for the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes related to your use of the Service or the use of the Service by users of your account. We reserve the right to increase fees, surcharges, monthly subscription fees or to institute new fees at any time upon 30 days prior notice. You understand and acknowledge that you may not receive a bill in the mail for your Service. Additional terms relating to pricing, billing and payment and which are an integral part of this Subscriber Agreement are set forth and available on the EXPEDITION COMMUNICATIONS web site.

## **4.2 PAYMENT**

Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by ourselves from time to time, you agree that you will provide a major credit or charge card (i.e., MasterCard, Visa, American Express or Discover) that we may charge for all Service fees or other amounts payable under this Agreement. Additionally, you agree that we may pre-charge your monthly Service fee to the credit or charge card supplied by you during activation or subscription. With respect to such charges the following authorization applies: You authorize automatic credit or charge card billing by ourselves. You agree that the charges described above will be billed to the credit or charge card that you have provided when you applied for the Service. **YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION IN ORDER TO KEEP YOUR ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER OR CREDIT CARD EXPIRATION DATE). CHANGES TO SUCH INFORMATION CAN BE MADE by calling EXPEDITION COMMUNICATIONS. IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT W MAY CONTINUE CHARGING YOU FOR ANY**

**SERVICE PROVIDED UNDER YOUR ACCOUNT.** You agree that all charges are considered valid unless disputed in writing within fifteen (15) days of the date you receive your credit or charge card bill. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing my bank account or exceeding my credit limit as a result of an automatic charge made under this Subscriber Agreement. If you think a charge is incorrect or you need more information, you should contact our billing department. You must contact us within 60 days of receiving the statement on which the error or problem appeared. We will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. Payment of the outstanding balance is due in full each month. If your payment is not received by us before the next statement is issued, you may be charged interest on the delinquent balance at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis. Furthermore, if we do not receive payment from you before your next statement is issued, we have the right to suspend or cancel your subscription to the Service without notice. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to statements starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with restrictive endorsements, we can, but are not required to, accept them, without losing any of our rights to collect all amounts

owed by you under this Agreement. In the case of late payment or non-payment for any of the EXPEDITION COMMUNICATIONS Services ordered by you or any of the charges stated herein, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs, as provided by applicable law.

#### **4.3 COMMENCEMENT AND DURATION OF SUBSCRIBERSHIP FEES.**

You acknowledge that (subject to any exceptions granted by us) a monthly subscribership fee will apply for each and every month (or portion thereof) that you are a Subscriber. Your account will continue until you cancel the account in accordance with the method or methods specified by us (unless otherwise terminated in accordance with this Subscriber Agreement). As stated above, you may cancel your account at any time, subject to payment of the cancellation fee, if applicable. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with the terms and conditions stated herein.

#### **4.4 REACTIVATION**

If your service is inactivated because you did not submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating your EXPEDITION COMMUNICATIONS Service, which shall not exceed one (1) year subscription fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as set forth above. Any unpaid amounts will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest. If your EXPEDITION COMMUNICATIONS service is inactivated for any reason, including at your request or because of your failure to pay past due amounts, and you want to reactivate the service, you agree to pay a reactivation fee in accordance with our then current rates. In addition you must bring your account up to date by making payment in full of any outstanding balance, fees and charges.

#### **4.5 ANCILLARY EQUIPMENT, SERVICES.**

It is your responsibility, at your own expense, to obtain, maintain, and operate suitable and fully compatible terminal equipment, and communication devices required to access the Service. You are responsible for all telephone charges incurred in connection with using the Service. **YOU ACKNOWLEDGE THAT CERTAIN SUBSCRIBER EQUIPMENT MAY HAVE BEEN ACQUIRED BY YOU SEPARATE AND APART FROM THIS SUBSCRIBER AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUCH SUBSCRIBER EQUIPMENT. WE MAKE NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS SUBSCRIBER AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING SUCH SUBSCRIBER EQUIPMENT -- ALTHOUGH YOU MAY HAVE LIMITED WARRANTIES UNDER A SEPARATE PURCHASE AGREEMENT.**

## **PART III PERMITTED USE AND RESTRICTIONS ON USE**

### **5. SOFTWARE LICENSE**

Subject to the terms of this Subscriber Agreement, we grant to you a personal, non-exclusive, non-assignable and nontransferable license to use and display the software provided by or on behalf of ourselves only for purposes of accessing the Service ("Software") on any machine(s) on which you are the primary user or which you authorize for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the written materials associated therewith is expressly forbidden. You may not sublicense, assign or transfer this license or the Software except as permitted by ourselves. Any attempt to sublicense, assign or transfer any of the rights, duties or obligations under this license is void. You agree that you shall not copy or duplicate or permit anyone else to copy or duplicate, any part of the Software, or create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information made available under this Subscriber Agreement.

### **6. SPECIFIC RESTRICTIONS ON USE OF THE SERVICE**

#### **6.1 PROHIBITED CONDUCT.**

You agree not to use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or penetrate our security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of EXPEDITION COMMUNICATIONS, Mobile Satellite Technologies, BroadbandToGo, or any of their respective parents, affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate our or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to generate excessive amounts (as determined in our sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (n) to engage in activities designed to or having the effect of degrading or denying Service to EXPEDITION COMMUNICATIONS users or others (including activities that compromise a server, router, circuit or software; (o) to

use any name or mark of EXPEDITION COMMUNICATIONS, Mobile Satellite Technologies, BroadbandToGo, or their respective parents, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (p) to use your EXPEDITION COMMUNICATIONS account for the purpose of operating a server of any type; (q) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (r) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (s) to use the Service to disrupt the normal flow of online dialogue, (t) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (u) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (v) to impersonate any person or using a false name while using the Service; (w) to install "auto-responders," "cancel- bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (x) to make false or unverified complaints against any EXPEDITION COMMUNICATIONS subscriber, or otherwise abusing any of our complaint response procedures; (y) to export software or any information in violation of US export laws; or (z) to use the Service in contravention of the limitations of the pricing plan you have chosen.

## **6.2 EXPEDITION COMMUNICATIONS FAIR ACCESS POLICY**

To ensure equal Internet access for all subscribers, we maintain a running average fair access policy. Fair access establishes an equitable balance in Internet access across the EXPEDITION COMMUNICATIONS Services by service plan for all EXPEDITION COMMUNICATIONS customers regardless of their frequency of use or volume of traffic. To ensure this equity, you may experience some temporary throughput limitations. EXPEDITION COMMUNICATIONS Internet access is not guaranteed. This policy applies to all service plans including "Unlimited" plans where customers' use of the service is not limited to a specific number of hours per month.

## **6.3 ILLEGAL OR COMPETITIVE PURPOSES.**

You agree not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.

## **6.4 COMPLIANCE WITH LAWS.**

You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Subscriber Agreement.

## **PART IV GRANT OF IMPORTANT RIGHTS BY YOU TO US, AND IMPORTANT DISCLAIMERS, ACKNOWLEDGMENTS AND OBLIGATIONS**

### **7. COPYRIGHT AND LICENSES**

#### **7.1 RESERVATION OF RIGHTS.**

We reserve all copyrights and other rights in and to any content available through the Service which is identified as, claimed by us as, or known by you to be, proprietary to us (or our licensors). The content on the Service is protected under applicable copyright law, including as a collective work. All copying, modification, distribution, publication or other use by you, or by any user of your account, of any such content or other works is prohibited, except as expressly permitted by ourselves.

## **8. NO ENDORSEMENT**

We do not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Service. None of such content should be construed or understood to constitute or reflect the views or approval of EXPEDITION COMMUNICATIONS, Mobile Satellite Technologies, BroadbandToGo, or any of the subsidiaries or affiliates. We do not recommend that such content be relied on for reaching important decisions or conclusions without appropriate verification and, as appropriate, professional advice.

## **9. INTERNET**

YOU ACKNOWLEDGE THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND AGREES THAT ACCESS TO SAME THROUGH USE OF THE SERVICE IS AT YOUR SOLE RISK. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond our reasonable control and are not in any way warranted or supported by ourselves or our third party contractors. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. You confirm that you assume all risk and liability of any use of the Internet through your account, including your continuous compliance with the Subscriber Agreement.

## **10. USE AND CONTROL OF INFORMATION; MEMBER COMMUNICATION; ADS**

We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section 10. We will be free, in our reasonable good faith discretion and without notice, to provide Subscriber and user information and records to the courts, law enforcement agencies, or others involved in prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity, and to maintain and use internally such information and records. Information generated by or in connection with



our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, telefax, telephone, email, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall in any event have any claim with respect to any proceeds from such activities.

## **11. DISCLAIMER OF WARRANTIES AND EXCLUSION OF LIABILITY**

### **11.1 DISCLAIMER OF WARRANTIES, LIABILITY AND RESPONSIBILITY.**

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER WE NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, EXCEPT FOR THOSE WARRANTIES, IF ANY, WHICH ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER, THE LAWS APPLICABLE TO THIS SUBSCRIBER AGREEMENT. WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE EXPEDITION COMMUNICATIONS SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY OURSELVES, OUR EMPLOYEES, DEALERS, AND LICENSORS OR THE LIKE SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

IN PARTICULAR, BECAUSE WE MAY PROVIDE ITS SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE SERVICE, WHICH CONTENT MAY BE ORIGINATED BY INDEPENDENT PUBLISHERS AND/OR PROVIDERS AND WHICH CONTENT IS NOT AUGMENTED BY OURSELVES, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION AS ORIGINATED BY SAID INDEPENDENT PUBLISHERS AND/OR PROVIDERS, AND WE SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY ERRORS, OMISSIONS, OR INACCURACIES RELATING THERETO. IF DEFECTIVE, YOU - NOT OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR ANY THIRD-PARTY CONTENT PROVIDER - ASSUME THE CONSEQUENCES RESULTING THEREFROM.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OURSELVES, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR ANY THIRD-PARTY CONTENT PROVIDER, SHALL CREATE ANY WARRANTY IN OR TO THE EXPEDITION COMMUNICATIONS SERVICE OR THE CONTENT, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

### **11.2 LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER WE NOR ANY OF OUR INFORMATION OR CONTENT PROVIDERS, SERVICE PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT OUR MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY, OUR DEALERS, DISTRIBUTORS, AGENTS, EMPLOYEES OR THIRD PARTY CONTENT PROVIDER, IF ANY, SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO OURSELVES BY YOU FOR SERVICES FURNISHED UNDER THIS SUBSCRIBER AGREEMENT DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

### **11.3 APPLICABILITY OF PROVISIONS TO CIRCUMSTANCES INVOLVING OTHERS.**

YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION 11 SHALL ALSO APPLY TO ANY AND ALL CLAIMS RELATING TO "ACQUIRED MATERIAL" AND ANY OTHER CONTENT AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD US RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM WE CONTRACT TO OPERATE VARIOUS AREAS ON OR FEATURES OF THE SERVICE).

### **11.4 FULL APPLICABILITY.**

THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY APPLY REGARDLESS OF ANY ALLEGATION OR FINDING THAT A REMEDY FAILED OF ITS ESSENTIAL PURPOSE, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) AND EVEN IF WE

OR OTHERS WERE ADVISED OR AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR LIABILITY.

### **11.5 POSSIBLE EXCEPTIONS.**

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MIGHT NOT APPLY TO THAT EXTENT.

### **12. INDEMNITY**

You agree to indemnify us against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all such consequences of your (or that of any user of your account) violation of this Subscriber Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content.

### **13. THIRD PARTY BENEFICIARIES**

The provisions of Sections 11 and 12 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.

### **14. LIABILITY FOR UNAUTHORIZED USE**

You agree to notify us immediately after you sell, give away or otherwise transfer your EXPEDITION COMMUNICATIONS equipment to anyone else. You are considered the registered recipient of the EXPEDITION COMMUNICATIONS services until we receive such notice, and you will be liable for any charges or fees incurred by the use of your EXPEDITION COMMUNICATIONS equipment by anyone else up to the time that we receive your notice, unless otherwise provided by State law. You may not assign or transfer your service without our written consent. If you do, we may inactivate your service. If your EXPEDITION COMMUNICATIONS equipment is stolen or otherwise removed from your premises without your authorization you must notify EXPEDITION COMMUNICATIONS Customer Care Center immediately, or else you may be liable for payment for unauthorized use of your EXPEDITION COMMUNICATIONS system. You will not be liable for unauthorized use after we have received your notification.

### **15. PROPRIETARY RIGHTS**

Except for public domain material, all copyrightable content distributed over the EXPEDITION COMMUNICATIONS Service is copyrighted by ourselves or the third-party content provider. We and/or such third party content providers own all right title and interest to such content and you may not copy, distribute, transmit or publish, in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner; provided, however, that you may store one copy of the content on your personal computer for your personal use for a period not to exceed thirty calendar days. All

copyright or other proprietary rights notices contained in or associated with the content or contained therein must be preserved in, or on, any copies made of such material. The placement of copyrighted material in any public posting area, or any software library, without the consent of the copyright owner is in violation of this Subscriber Agreement.

## **PART V GENERAL**

### **16. LIMITS ON TRANSFERS; OTHER LIMITS**

Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

### **17. CHOICE OF LAW**

This Subscriber Agreement is made in the Commonwealth of Virginia. This Subscriber Agreement and all of the parties respective rights and duties in connection herewith, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, in the United States, excluding it conflicts of laws provisions. Any such controversy or claim shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in Norfolk, VA. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Subscriber Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Subscriber Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods. You agree that this Subscriber Agreement is set forth in the English language for the mutual convenience and benefit of the parties. A printed version of this Subscription Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Subscription Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **18. CONSTRUCTION AND DELEGATION**

Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Subscriber Agreement. We may authorize or allow our contractors and other third parties to provide to services necessary or related to making the Service available and to perform obligations and exercise our rights under this Subscriber Agreement, and we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Subscriber Agreement.

## **19. MISCELLANEOUS**

Where notification by ourselves is contemplated by or related to this Subscriber Agreement, notice may be made by any reasonable means, including, but not limited to, email or publication over the Service. If any term of this Subscriber Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Subscriber Agreement as if it had not been included from the beginning. In any such case, the balance of this Subscriber Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Subscriber Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Subscriber Agreement or be used to construe its terms or meaning.

## **20. ASSIGNMENT OF ACCOUNT**

We may sell, assign or transfer your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your billing statement.

## **21. ENTIRE AGREEMENT**

This Subscriber Agreement, as published over the Service, as well as the additional online documents specifically referred to herein as being a part of this Subscriber Agreement, constitute the entire and only agreement with respect to the subject matter hereof (collectively, the Subscriber Agreement) between you and ourselves, applicable also to all users of your account. This Subscriber Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to the subject matter hereof except as expressly set forth in this document. By executing the online sign-up procedure or any other procedure we have established to activate your EXPEDITION COMMUNICATIONS account, you agree to the terms and conditions of this Subscriber Agreement. This Subscriber Agreement can be amended only in the manner expressly provided for in this Subscriber Agreement.