

Megabea Communications Inc.---WIRELESS INTERNET TERMS OF SERVICE

If you use megabea wireless internet you are agreeing to this set of conduct rules

This is a legally binding contract and by using megabea you agree to be bound by its terms and conditions.

The quick and simple important lines of the document below: if you think it is, or thought it was illegal to do or view or store on your computer, then it probably is and megabea is not held liable for your actions, ignorance is not a defense under the law.

any P2P (peer 2 peer) program if detected will be instantly throttled to 5K in and out, this is an absolute necessity for wireless communications , these programs even though may not be passing a lot of data, the program by its own design will HOG the radios ability to keep other customers from sending and receiving data at their correct amounts.

the reason for the throttling is so your connection speed is so undesirable that you will uninstall the program from your computer This is discussed with each customer at time of antenna purchase, it is required by megabea that you understand these rules before purchase of the antenna and connecting with megabea high speed wireless community.

Definitions: Subscriber refers to an individual, or corporation or legal entity who incurs charges for Megabea Communications Inc. services, for its own use or who incurs such charges on behalf of a third party user.

1. Payments

Payments of charges are due, on the 1st of each month . Accounts more than ten (ten) days overdue will be temporarily disabled until full payment is received. A \$10.00 reconnect fee will be assessed on all disabled accounts. Returned checks will be charged a fee of \$30.00.

2. Term and Termination

This agreement commences upon activation of service by Megabea Communications Inc. and remains in effect for the selected plan period, or until terminated as herein provided.

Subscriber may terminate this agreement upon leaving our service.

Indemnification.

Subscriber and User shall indemnify and hold harmless, Megabea Communications Inc., its agents and employees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) to third parties, relating to or arising from the use of the service by Subscriber, User, or any of the personnel, whether or not Subscriber or User has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, an invasion of privacy, infringement of copyright, patent infringement (where Subscriber or User has used, connected, or combined the service with products or services of others), negligence, breach of security, or tortuous behavior. Subscriber agrees to indemnify Megabea Communications Inc. along with any parties from whom Megabea Communications Inc. obtains network services, and to hold them harmless from any claims resulting from the use of the service by the Subscriber or its' Users that damage another party or that violates the law.

3. Disclaimers of Warranties.

All materials, information, software, products, equipment, and services included in or available through Megabea Communications Inc. (the "Content") are provided "As Is" and "As available" for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Megabea Communications Inc. and its licensors, agents and employees do not warrant that the content is accurate, reliable, or secure; that the services will be available at any particular time or location; that any defects or errors will be corrected; or that the content is free of viruses or other harmful components. Use of the system is solely "At Your Own Risk."

4. Limitation of Liability.

Megabea Communications Inc. shall not be liable for interruptions caused by failure of equipment or service not provided by Megabea Communications Inc. , failure of communications, power outages, or other interruptions not within complete control of Megabea Communications Inc., nor shall Megabea Communications Inc. be liable for performance deficiencies caused or created by Subscriber or Subscriber's equipment. Subscriber and User hereby release Megabea Communications Inc. from liability arising from any content accessed via the service Megabea Communications Inc. performance under this agreement shall be excused in case of labor difficulties, governmental order, civil commotions, acts of God, or other conditions or circumstances beyond reasonable control. Megabea Communications Inc. shall not be liable if changes in operation, procedures, or services require modification or alteration of Subscriber's or its User's equipment, render the same obsolete or otherwise affect its performance. In no

event shall Megabea Communications Inc. be liable for any incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of business, or business opportunity, loss of use, etc. The liability of Megabea Communications Inc. for actual proven damages for any cause whatsoever, including but not limited to any failure of or disruption of service, regardless of the form of action, whether in contract or in tort or otherwise, including negligence, shall be limited to an amount equivalent to charges payable by Subscriber under this agreement for the service during the period such damages occur. Megabea Communications Inc. makes no other warranties or representations, either express or implied, concerning the service, and expressly disclaims warranties of fitness or a particular use of purpose, the warranty of merchantability and any other warranty implied by law.

5. Use of Service.

A. Subscriber shall insure that its Users shall comply with the terms and conditions of the agreement.

B. Subscriber and its Users shall not use or permit its end Users to use the services in ways that violate laws, infringe the rights of others, or interfere with users of our service or other service networks. Subscriber is responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to or in any way connected with the services provided by Megabea Communications Inc. and all use of any information, data, material, or service in violation of any such law, etc., is strictly prohibited.

C. By posting information in or otherwise using any communication service, chat room, message board, news group, software library, or other interactive service that may be available to, on, or through this site, Subscriber agrees that its Users will not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sound, data, or other information—that:

1. Are unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Megabea Communications Inc. rules or policies;
2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
4. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("Spam"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or other information of any third party; or
6. Impersonates any person or entity, including any employee or representative of Megabea Communications Inc.

Subscriber further agrees that its Users will not knowingly solicit or collect personal information from a minor without appropriate prior verifiable parental consent.

Megabea Communications Inc. generally does not pre-screen, monitor or edit the content posted by Users of communication services, chat rooms, messages boards, news groups, software libraries, or other interactive services that may be available on or through this site. However, Megabea Communications Inc. and its agents have the right at their sole discretion to remove any content that, in Megabea Communications Inc. judgment, does not comply with these rules or is otherwise harmful, objectionable, or inaccurate. Megabea Communications Inc. is not responsible for any failure or delay in removing such content.

D. Subscriber's rights herein granted, cannot be transferred, assigned, shared, sold, or used by anyone other than Subscriber.

6. Broadband Availability.

Megabea Communications Inc. reserves the right to establish and enforce usage limits limiting the speed of uploads and downloads of any kind and in all protocols, including without limitation, file downloads (FTP), Web browsing, etc., from time to time, for all wireless, or other system accounts. The speed at which you purchase is the speed that your equipment is limited to, there will be instances from time to time that the feed to Megabea will be limited and you may notice a small degradation of speed, this is normal for all high speed connections. This will not be a lasting condition as load lightens speed will return to your normal limits

7. Service Calls.

Subscriber is responsible for the entire cost of service calls, including labor, materials and equipment for all failures which are not the fault of Megabea Communications Inc. including without limitation, acts of God, weather phenomena, failure of Subscribers equipment, etc., including service calls to reinstall software.

8. Disputes.

In the event Megabea Communications Inc. is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained or arising out of the subscriber's use of the services provided by Megabea Communications Inc. in any other manner, the Subscriber agrees to pay all of Megabea Communications Inc.

reasonable attorneys fees and court costs. Upon breach of this contract, all of the Subscriber's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this contract, or breach of any applicable law or statute governing the use of the services provided, all Subscriber fees shall be forfeited as liquidated damages to Megabea Communications Inc.. In the event of litigation both parties agree that the laws of the state of Ohio apply and both parties consent to the jurisdiction of the courts of Washington County, Ohio. Both parties expressly waive a jury trial.

9. Contract Amendments.

Megabea Communications Inc.reserves the right to amend this contract from time to time, in its sole discretion, and any such amendments shall become effective upon promulgations, subject to the terms this agreement.

10. Contract Rights.

Megabea Communications Inc.reserves rights to replace, update, or change any equipment used for the service provided. . All repair or replacement costs are Subscriber's responsibility.

Signed _____

Dated _____

for our billing records:

e-mail

address _____

phone

number _____

Mailing

Address _____
