



## Service Agreement

**READ THIS INTERNET SERVICE AGREEMENT CAREFULLY BEFORE USING OUR INTERNET SERVICES. ALSO BE SURE TO READ OUR ACCEPTABLE USE POLICY.**

### **1. INTRODUCTION**

Speedpal provides its Internet services, as they may exist from time to time, ("Services") to all end users who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Services ("Members"). By using the Services or by establishing an account, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other user policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10.

### **2. SUBSCRIPTION REQUIREMENTS.**

Members must be at least 18 years old. Wireless high speed internet may not be available in all areas. Current prices for Speedpal's Services are posted throughout our website at <http://www.speedpal.com>. These rates may also be obtained by calling 503-363-1350. Speedpal reserves the right to change prices and institute new fees at any time upon 30 days prior notice. Speedpal offers 24/7 internet connectivity and is available upon request to trouble shoot any connectivity issues you may have.

### **3. PAYMENT OBLIGATIONS OF A MEMBER.**

(a) Members must (i) provide Speedpal with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to Speedpal all changes to this information within thirty (30) days of the change. Members are responsible for all charges to their account.

(b) Members having questions regarding charges to an account, should contact Speedpal's customer care at 503-363-1350 between 8am and 5pm Monday through Friday. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

(c) Charges are billed to Members' monthly and will arrive by mail the first of each month. Credit cards or debit cards are charged each billing period (month, quarter, year) for the basic service and any additional usage or services. Speedpal is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Speedpal.

(d) If paying by check, payments are due on receipt of invoice. A grace period of 15 days from the invoice date may be given at the sole discretion of Speedpal.

(e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.

(f) If you purchase Services through a reseller who in turns pays Speedpal. the reseller must pay all amounts

owing for your account. If the reseller fails to pay Speedpal any amounts due whether or not you have paid the reseller - your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.

(g) Delinquent accounts may be suspended or canceled at Speedpal's sole discretion; however, charges will continue to accrue until the account is canceled. Speedpal may bill an additional charge to reinstate a suspended account.

#### **4. MEMBER'S ACCOUNT, PASSWORD AND SECURITY.**

Members receive a user name and password for their wired or wireless router upon registration. You and members of your household or business, if you have purchased a business account, are the only authorized users of your Speedpal account and must comply with this Agreement. An account permits 1 wireless connection at a time. If an account is found to have more than 1 simultaneous connection, the account will be treated as multiple accounts, with each connection being charged the standard monthly rate for internet service. You must keep your password confidential so that no one else may access the Services through your account. You must notify Speedpal within 24 hours of discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 50 MB in size may, at Speedpal's discretion, be deleted or transferred to a compressed temporary file or storage. Speedpal may delete any emails left on our server which are more than 90 days old, and size of attachments is limited to 5 Megabytes.

Username, passwords and email addresses are Speedpal's property and Speedpal may alter or replace them at any time.

#### **5. MONITORING THE SERVICES.**

Speedpal has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Speedpal, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Speedpal may immediately remove your material or information from Speedpal's servers, in whole or in part, which Speedpal, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

#### **6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SPEEDPAL, SPEEDPAL DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET.

THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. SPEEDPAL HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPEEDPAL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. SPEEDPAL MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH SPEEDPAL OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY SPEEDPAL OR ITS REPRESENTATIVES SHALL

CREATE A WARRANTY. SPEEDPAL AND IT EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, SPEEDPAL'S CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

## **7. SOFTWARE LICENSE.**

Speedpal grants to each Member a limited, non-exclusive, non-transferable and non-assignable license to install and use the Speedpal access software (including software from third-party vendors that Speedpal distributes) (in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. Each Member agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. Speedpal may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of Speedapl and Speedpal's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with Speedpal and Speedpa's licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

## **8. WEBSITE USAGE.**

Our site on the World Wide Web with its home pages in the domain "Speedpal.com" or any other site operated by Speedpal (the "Website") is a complimentary information service offered by Speedpal at no charge to users.

We may provide links on the Website to other websites which are not under our control. In general, any website which has an address (or URL) which does not contain "rivnet.net is such a website. These links are provided for convenience only and are not intended as an endorsement by Speedpal of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website.

You may provide a hypertext link to our Website on another website, provided that: (a) the link must be a text-only link clearly marked "Speedpal", (b) the link must "point" to the URL "<http://www.speedpal.com>" and not to the other pages within the Website, © the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademarks of Speedpal, (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Speedpal, (e) the link, when activated by a user, must display this Website full-screen and not within a "frame" on the linked website, and (f) Speedpal may revoke consent to the link to our website at any time in its sole discretion. All other hypertext links to the Website must be approved in writing by Speedpal.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Speedpal. Speedpal assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Speedpal harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Speedpal from any claims made by third parties regarding the material that you provide. Personal information

posted by you to the Website is posted at your own risk. Speedpal will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to Speedpal to use on the Website, will be deemed to be a grant by you to Speedpal of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

#### **9. TERM OF AGREEMENT.**

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to terminate your account.

#### **10. TERMINATION.**

You may terminate your internet account at any time and for any reason by sending us a Cancellation Request Form. After Speedpal is notified of customer intent to terminate the account, the account is flagged to terminate at the end of the current term of prepaid service, but remains active until that date. It is the customer's duty to return all equipment belonging to Speedpal before the account can be closed. The account will not be billed again for service. Refunds are not given for portions of service chosen by customer not to be used. For contact/support/billing information, call 503-363-1350

To terminate additional services, such as website hosting, you must send an email to [support@speedpal.com](mailto:support@speedpal.com). Your termination for these additional will only be complete upon your receipt of a reply from Speedpal. Any services for which the customer has prepaid are non-refundable. Any incoming email sent to canceled accounts will not be forwarded to another account; instead, it will be "bounced" back to the sender. If your account included space on Speedpal's servers, anything stored on this space will be deleted upon termination.

Without prior notice, Speedpal may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Speedpal, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy or any of the applicable user policies, or if you fail to pay any charges when due. Speedpal may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first calendar day following the date of electronic mailing or on the fourth calendar day following the date of first-class mailing or deposit with a commercial courier service.

Section 3, the third paragraph of Section 4, and Sections 6, and 11 of this Agreement shall survive termination of this Agreement.

#### **11. MISCELLANEOUS.**

This Agreement, the Acceptable Use Policy, and Speedpal's other user policies posted on Speedpal's website constitute the entire agreement between you and Speedpal with respect to your use of the Services.

Speedpal may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective thirty (30) days after Speedpal posts notice to Members on [Speedpal's web site](#) and/or by email and/or in our various publications and mailings to Members.

This Agreement is governed by Oregon law without regard to conflict of law provisions.

The federal and state courts located in Oregon alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Oregon with respect to such matters or otherwise between you and Speedpal, and waive your rights to removal or consent to removal.

Ver. 01/21/2008

Service Agreement

Speedpal Broadband  
P.O. Box 2167  
Salem, OR 97308  
503-363-1350

I agree to the terms of this service agreement.

X \_\_\_\_\_