

SKYWAY USA, LLC CUSTOMER AGREEMENT

THE SERVICE: The Service consists of a satellite-based, one-way simplex Internet access Service in which SkyWay USA carries packets from the Internet to your computer via satellite and your telephone line returns the requests to the Internet from your Personal Computer. SkyWay USA Service is available in the continental U.S. with an unobstructed view of the southern sky, is not available in Alaska & Hawaii, and its usage is subject to the Reasonable Use Policy (RUP). Actual speeds vary based on the amount of traffic on the Internet, content on a particular Web site, or by the overall performance and configuration of your computer. Stated speeds and uninterrupted use of service are not guaranteed. Professional Installation is suggested but not required. Monthly service fees apply, and are billed 10 days in advance. Taxes (where applicable) are not included. SkyWay USA satellite Internet service, consumer premise equipment, and professional installation are sold separately.

SERVICE COMMITMENT: All SkyWay USA Plans require a 12-month minimum service commitment. You acknowledge that (subject to any exceptions granted by us) a monthly service fee will apply for each and every month (or portion thereof) that you are a Customer. 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 Customer Agreement). As stated above, you may cancel your account at any time, subject to payment of the cancellation fee, if applicable. The monthly service 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. If you terminate service prior to the expiration of the minimum 12-month commitment, you will owe and your credit/debit card will be charged Termination Fees as described below.

SERVICE CANCELLATION: If you cancel your order before we activate and ship your equipment you will not be charged; normally shipping occurs within 72 hours after ordering. If we activate and ship your equipment, but you cancel your service before installation and do not attempt to install your equipment, you may return the equipment to SkyWay USA at your expense. Upon receipt of the unopened carton(s), we will issue a refund for the equipment, less a \$50 service termination fee.

If you break the seal on the shipping carton(s), you are deemed to have accepted delivery of the equipment. If you decide that you want to return the equipment for any reason, whether or not you have attempted installation, you will be charged a \$150 consigned equipment cancellation fee and \$50 service termination fee. Equipment is considered property of SkyWay USA until you fulfill all financial obligations included in the 12 or 24 month service plan you select.

If you elect to self-install the equipment, SkyWay USA's Tech Support department will help you with the installation process. The majority of our customers have been able to get the system up and running, but if you attempt to install the equipment and cannot locate the satellite with the help of our technical support, you will need to have a professional satellite system installer come out and locate the satellite for you. SkyWay USA has numerous installers nationwide that it contracts with for the installation fulfillment process and will make every attempt to secure an installer to finish the installation process. However, in some remote areas where we do not have an installer under contract, it would be your responsibility to locate a satellite dealer or installer in your area. The cost for professional installation is the responsibility of the customer, and will be billed according to current rates.

Regardless of whether you choose to self-install, or contract for professional installation, should you terminate the agreement prior to the completion of the term of the contract, you are obligated to immediately pay the balance of the remainder of the contractual commitment, and you will not be eligible to receive any refunds, rebates, or promotional discounts. We reserve the right to recover promotional discounts (e.g. "free freight or activation fees") not previously charged.

TERMINATION BY CUSTOMER: In the event that you wish to cancel your service, written notice must be sent to SKYWAY USA, LLC. You must also obtain a Return Authorization number; 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 SkyWay USA Service prior to the expiration of the minimum commitment period specified for your applicable service plan, you may be subject to a cancellation fee of up to \$1,100.

TERMINATION OR SUSPENSION BY SKYWAY USA: We may immediately terminate your account and this Customer Agreement in the event of any breach of this Customer Agreement by you or a user of your account. We may at our sole discretion terminate your account and this Customer 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 or your failure to pay monthly, then we shall provide you 30 days notice of such suspension or termination.

CONTINUATION OF OBLIGATIONS: Notwithstanding any cancellation or termination of this Customer 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 Customer 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 Customer Agreement, of any law or legal obligation by your or any user of your account, or by a force majeure, defined as a situation that you or we cannot control, such as a war, weather, loss of a satellite, loss of telephone service (other than your loss of telephone service due to non-payment or cancellation), sun spots, or a business situation which we cannot control.

CUSTOMER UPGRADE OR DOWNGRADE OF SERVICE: You may upgrade your service at any time. There is no charge to upgrade your service. You hereby authorize us to charge your credit/debit card or debit your checking account immediately upon your upgrade without regard to proration of your current month's fees and you agree that your contract with us will be extended by one (1) year from the date of your upgrade. You may downgrade your service for an administrative charge of \$25.00, without regard to proration of your current month's fees and you agree that your contract with us will be extended by one (1) year from the date of your downgrade.

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 Customer 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.

CUSTOMER 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 Customer Agreement. You promise to pay such amounts billed for such service, software, or merchandise and any related fees, taxes and charges. Permitted users of your account are limited to family members with your permanent residence. 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.

CUSTOMER TO MAINTAIN A TELEPHONE CONNECTION: You understand that you must maintain a telephone line (or other such connection as approved for you in writing by us) for the SkyWay USA system to work. You also understand that any fees concerning your telephone connection are your responsibility and that you will determine whether any telephone numbers you use with the service are local, non-toll calls, or that you agree that you will pay any charges of which you are aware.

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, installation charges, 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. Information on charges and surcharges (if any) that are to be paid to us and are incurred by you or by users of your account will be made available to you on the SkyWay USA website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. 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 Customer Agreement are set forth and available on the SkyWayUSA.com web site.

ONLINE OR TELEPHONE ORDERING: BY ORDERING ONLINE OR OVER THE TELEPHONE, YOU THEREBY AGREE AND ACCEPT THAT SKYWAY USA IS AUTHORIZED TO USE YOUR CREDIT/DEBIT CARD OR (IF YOU SELECT THE E-CHECK ACH PAYMENT OPTION) DEBIT YOUR CHECKING ACCOUNT FOR THE PURPOSE OF:

- (1) CHARGING YOU FOR THE UP-FRONT FEES REQUIRED TO RECEIVE SKYWAY USA SERVICE, INCLUDING PAYMENT FOR SKYWAY USA CONSUMER PREMISE EQUIPMENT (CPE), SHIPPING & HANDLING CHARGES, ACTIVATION FEES, AND (if requested) PROFESSIONAL INSTALLATION;
- (2) CREATING A SKYWAY USA CUSTOMER ACCOUNT;
- (3) CHARGING YOU FOR YOUR MONTHLY SERVICE FEES AND ANY SKYWAY USA CONSUMER PREMISE EQUIPMENT, INSTALLATION, SHIPPING & HANDLING CHARGES, CONSIGNED EQUIPMENT CANCELLATION FEES, OR SERVICE TERMINATION FEES THAT MAY APPLY.

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 (including E-check ACH automatic check withdrawal), you agree that you will provide a major credit/debit 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 thereby agree that we may pre-charge your monthly Service fee to the credit/debit card supplied by you during activation or subscription. With respect to such charges the following authorization applies: You authorize automatic credit/debit card billing by us. You agree that the charges described above will be billed to the credit/debit 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/DEBIT CARD NUMBER OR CREDIT/DEBIT CARD EXPIRATION DATE, AND/OR E-CHECK ACH BANK ACCOUNT INFORMATION). CHANGES TO SUCH INFORMATION CAN BE MADE AT www.skywayusa.net. IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE 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 debit card bill. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Customer 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, upon your request.

Payment of the outstanding balance is due in full each month by credit/debit card or E-check ACH. We will charge your credit/debit card or debit your checking account 10 days before your billing date. Your billing date is the same day (i.e. 5th day of the month) your service started. If your credit/debit card cannot be charged or if some other payment is not received by us 10 days before your billing date, we have the right to suspend or cancel your subscription to the Service without notice.

In addition, you may be charged interest on any delinquent balance at the rate of one and one-half percent (1.5%) per month, prorated on a daily basis. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts starting with the oldest outstanding amount. 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 SkyWay USA 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.

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 SkyWay USA 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 SkyWay USA 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 first must bring your account up to date by making payment in full of any outstanding balance, fees and charges.

ANCILLARY EQUIPMENT, SERVICES: It is your responsibility, at your own expense, to obtain, maintain, and operate suitable and fully compatible computers, and communication devices required to access the Service, including a working telephone connection. You are responsible for all telephone charges incurred in connection with using the Service. You agree to check that any telephone connection numbers provided by us are local numbers which do not carry long distance charges, agree that you accept such charges. You agree that SkyWay USA is not responsible for any charges for telephone service of any kind.

YOU ACKNOWLEDGE THAT CERTAIN CUSTOMER EQUIPMENT, INCLUDING COMPUTERS, MAY HAVE BEEN ACQUIRED BY YOU SEPARATE AND APART FROM THIS CUSTOMER AGREEMENT. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING SUCH CUSTOMER EQUIPMENT. WE MAKE NO REPRESENTATION OR WARRANTIES PURSUANT TO THIS CUSTOMER AGREEMENT, EITHER EXPRESS OR IMPLIED, REGARDING SUCH CUSTOMER EQUIPMENT -- ALTHOUGH YOU MAY HAVE LIMITED WARRANTIES UNDER A SEPARATE PURCHASE AGREEMENT.

SOFTWARE LICENSE: Subject to the terms of this Customer 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 Customer Agreement.

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 SkyWay USA, or any of its 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 SkyWay USA users or others (including activities that compromise a server, router, circuit or software; (o) to use any name or mark of SkyWay USA, or its respective affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (p) to use your SkyWay USA 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 SkyWay USA 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.

SKYWAY USA REASONABLE USE POLICY: To ensure equal Internet access for all subscribers, we maintain a running average reasonably use policy (RUP). Reasonable use establishes an equitable balance in Internet access across the SkyWay USA Services by service plan for all SkyWay USA customers regardless of their frequency of use or volume of traffic. To ensure this equity, you may experience some temporary throughput limitations. SkyWay USA 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. You agree that you have thoroughly reviewed SkyWayUSA's RUP provisions on its website.

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.

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 Customer Agreement.

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) including these Terms and Conditions. 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.

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 SkyWay USA 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.

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 hereby confirm that you assume all risk and liability of any use of the Internet through your account, including your continuous compliance with the Customer Agreement.

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 any other information not addressed in this Section.

We will be free, in our reasonable good faith and in our 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, fax, 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.

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 CUSTOMER AGREEMENT.

WE EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE SKYWAY USA 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 SkyWay USA SERVICE OR THE CONTENT AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. ONLY THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

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 CUSTOMER 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.

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).

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.

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.

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 Customer Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content.

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.

LIABILITY FOR UNAUTHORIZED USE: You agree to notify us immediately after you sell, give away or otherwise transfer your SkyWay USA equipment to anyone else. You are considered the registered recipient of the SkyWay USA services until we receive such notice, and you will be liable for any charges or fees incurred by the use of your SkyWay USA 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 SkyWay USA equipment is stolen or otherwise removed from your premises without your authorization you must notify SkyWay USA Customer Care Center immediately, or else you may be liable for payment for unauthorized use of your SkyWay USA system. You will not be liable for unauthorized use after we have received your notification.

PROPRIETARY RIGHTS: Except for public domain material, all copyrightable content distributed over the SkyWay USA Service is

copyrighted by us 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 Customer Agreement.

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/debit card company or other billing institution, as applicable.

CHOICE OF LAW: This Customer Agreement is made in the Commonwealth of Kentucky. This Customer 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 Kentucky, in the United States, excluding it conflicts of laws provisions.

Any such legal controversy or claim for relief will be filed only in the Circuit Courts in Jefferson County, Louisville, Kentucky. There shall be no class action case pursuant to this agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Customer Agreement must be instituted within one year after the claim or cause of action has arisen or be barred. You agree that this Customer Agreement is set forth in the English language for the mutual convenience and benefit of the parties. Any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Customer Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

CONSTRUCTION AND DELEGATION: Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Customer 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 Customer 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 Customer Agreement.

MISCELLANEOUS: Where notification by us is contemplated by or related to this Customer 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 Customer 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 Customer Agreement as if it had not been included from the beginning. In any such case, the balance of this Customer 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 Customer 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 Customer Agreement or be used to construe its terms or meaning.

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.

ENTIRE AGREEMENT: This Customer Agreement, as well as the additional online documents specifically referred to herein as being a part of this Customer Agreement, constitute the entire and only agreement with respect to the subject matter hereof (collectively, the Customer Agreement) between you and ourselves, applicable also to all users of your account. This Customer 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 establish to activate your SkyWay USA account, you agree to the terms and conditions of this Customer Agreement. This Customer Agreement can be amended only in the manner expressly provided for in this Customer Agreement.

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