

# Kinex Telecom, Inc. Internet Service Agreement

1. Users of Kinex Telecom, Inc. services are required to comply with, and by using any such facilities, agree to comply with and be subject to Kinex Telecom, Inc. Internet Service Agreement, hereby known as the "agreement". Kinex Telecom, Inc. reserves the right to amend these Conditions and Policies at any time.

2. Subject to the provisions hereof, the account will be opened upon receipt of payment together with this contract, and repeated in each successive billable period thereafter at the then applicable prevailing rates and charges, unless written notice of cancellation is received from User at least 10 days prior to the beginning of the next billable period. The initial and minimum term of this Agreement is for 1 month unless otherwise specified.

### 3. Payments & Prices

3.1. Payments shall be made monthly or otherwise by prior arrangement. Charges for "billable period" services are payable prior to the beginning of each period. The billable service period begins on the date the services indicated in this agreement becomes available to the User.

3.2. If Kinex Telecom, Inc. should receive less than its invoice amount, Kinex Telecom, Inc. will re-invoice User for the shortfall. In the event that any amount remains unpaid thirty (30) days after presentation of invoice, Kinex Telecom, Inc. may discontinue, withhold, or suspend services to User.

3.3. All prices for services provided by Kinex Telecom, Inc. to Dealer are US dollars. Payment shall be made in US dollars to Kinex Telecom, Inc. into the account designated by Kinex Telecom, Inc., or as may otherwise be agreed in writing by the parties. Payments are due upon presentation of invoice. Should payment in full of any invoice (aside from such shortfalls) not be received by Kinex Telecom, Inc. within thirty (30) days after presentation, Kinex Telecom, Inc. will impose a debt service charge amounting to one percent (1.5%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. Failure to pay because service has been cancelled or suspended in no way relieves the User's obligations to make full payment. Finance charges will continue to accrue.

3.4. User hereby agrees to pay any and all attorney fees, court costs, and related expenses incurred by Kinex Telecom, Inc. in the collection of any amount due it.

3.5. Kinex Telecom, Inc. may, with 30 days notice, amend the rates and/or charges for any future server usage and/or services.

### 4. Limitation of Kinex Telecom, Inc.'s Obligation & Liability

4.1. Kinex Telecom, Inc. will utilize its best efforts to maintain acceptable performance of services contracted for services, but Kinex Telecom, Inc. makes absolutely no warranties whatsoever, express or implied, including warranty of merchantability or fitness for a particular purpose. Kinex Telecom, Inc. cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. Kinex Telecom, Inc. will not be liable for the inadvertent disclosure of, or corruption or erasure of, data transmitted or received or stored on its system. Kinex Telecom, Inc. shall not be liable to Users including, but not limited to, losses or damages of any and every nature, resulting from the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from, delays, non-deliveries, or service interruptions whether or not caused by the fault or negligence of Kinex Telecom, Inc. .

4.2. Kinex Telecom, Inc. may discontinue servicing any Plan, or may require fulfillment of conditions. Kinex Telecom, Inc. may choose to impose as a prerequisite for continuing to service any Plan. Such discontinuation or requirement may not be unreasonable, however, and Kinex Telecom, Inc. agrees to provide User with reasonable notice via Email and fax of any such intent to discontinue or impose conditions.

4.3. Services provided by Kinex Telecom, Inc. to Reseller shall be deemed accepted for all purposes thirty days after presentation of invoice for such services, if no written claim or objection regarding such services has been received by Kinex Telecom, Inc. within the 30-day period. No claim related to such accepted services shall be raised.

4.4. Kinex Telecom, Inc.'s liability to User, and any end user of any Plan or other Kinex Telecom, Inc. services is limited to the amount paid to and received by Kinex Telecom, Inc. for services not accepted. In no event shall Kinex Telecom, Inc. be liable to User, or any end user or any other entity for any special, consequential, or other damages, however caused, whether for breach of contract, negligence or otherwise, even if Kinex Telecom, Inc. has been advised of the possibility of such damage.

4.5. User will take all necessary measures to preclude Kinex Telecom, Inc. from being made a party to any lawsuit or claim regarding Kinex Telecom, Inc. services provided to any User or end user. User hereby agrees to indemnify and hold harmless Kinex Telecom, Inc. from any and all claims of whatever nature brought by any of User's customers against Kinex Telecom, Inc. in excess of the remedy set forth in paragraph 4. .

5. All orders are subject to acceptance by Kinex Telecom, Inc. . Kinex Telecom, Inc. will only host sites that are legal in the US. We reserve the right to deny service to any domain, especially sites engaging in email spamming, bulk emailing, flaming & illegal pornography. Reseller agrees to same. Kinex Telecom, Inc. expects its Users to treat the Internet resource with respect.

5.1. Subscribers violate our policy and the Services Agreement when they, engage in the following activities:

5.1.1. Unsolicited E-Mail & UseNet Mailings (Spamming) -- Unsolicited, commercial mass emailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers.

5.1.2. Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities

5.1.3. Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws.

5.1.4. Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.

5.1.5. Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities

5.2. At Kinex Telecom, Inc. discretion, access to Kinex Telecom, Inc. Internet service may be revoked at any time for abusive conduct on the system and/or the Internet and its resources as a whole. Kinex Telecom, Inc. and its officer's are deemed as authority to define abusive conduct to the system, and definitions may periodically change or be amended to previous ones.

6. This agreement sets forth the entire agreement and understanding between the parties and merges all prior discussion between them. Kinex Telecom, Inc. may make changes to this agreement upon thirty (30) days' written notice to User, advising of the change and the effective date thereof. Utilization of Kinex Telecom, Inc. services by User and/or its customers following the effective date of such change shall constitute acceptance by User of such change(s), unless User objects in writing to such changes, in which case the changes shall not take effect until there is written consent to other arrangements by both parties.

7. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Virginia, United States of America, and the courts of Prince Edward County shall have exclusive jurisdiction in respect of any proceeding in connection with this Agreement.

V.1.1 (Dated November 30, 2002), Revised October 30, 2012

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_