



Residential High-Speed Internet Agreement:

Terms & Conditions

Superior Satellite's Residential High-Speed Internet's strives to provide Internet Service that allows customers to have an enjoyable experience. This agreement includes all Terms and Conditions that become legally binding upon activation of service.

The following Terms and Conditions are part of the Customer Agreement:

1. Restriction or inhibition of any other Customers' use or enjoyment of the Service by engaging in any activities prohibited in this document, may result in suspension or termination of your account.
2. Use of Internet Service must be governed by all applicable Local, State, Country and International laws and regulations.
3. Other applicable laws that include laws relating to copyright, trademark, obscenity, defamation, the right of privacy, false advertising and fraud are also applicable.
4. You must also ensure that your use of the service is governed by the rules of proper internet conduct.

A. Payment Terms

1. Agreement begins upon activation of service for the selected rate plan period.
2. Service for each customer connection is thirty (30) days and shall automatically renew for successive thirty (30) day for month-to-month rates.
3. If customer needs service for less than 30 days – they will need to call in to Superior Satellite to arrange less than 30 days on a requested account.
4. Customer shall pay Superior Satellite to troubleshoot difficulties, repairs or reconfiguration of equipment or software not provided by Superior Satellite.

B. Termination

1. If you need to terminate services before the cycle of thirty (30) days of service, you will need to contact Superior Satellite to have your service terminated.
2. If you or someone using your account has violated the agreement Superior Satellite may but is not obligated to send notice of any violation before termination.



3. If termination of your account occurs due to violation of agreement – it will be the discretion of Superior Satellite to activate a new account, or to termination service permanently.

C. Prohibited Activities

1. Customer agrees not to use the Service in a manner prohibited by applicable laws or regulations.
2. Customer agrees not to use the service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Superior Satellite property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another's use or enjoyment of any service, including Customers.
3. Customer agrees not to circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes but not limited to accessing data not intended for you, logging into a server or account that you are not expressly authorized to access or probing the security of other networks.
4. Customer agrees not to interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but not limited to "flooding" of networks, deliberate attempts to overload a service, or attempts to "crash" a host.
5. Customer agrees not to use any kind of program/script/command, or send message of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet.
6. Customer agrees not to use Service or take any action directly or indirectly that will use in excess utilization of network resources. Excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in by Superior Satellite's sole discretion. The excessive use or abuse of Superior Satellite's network resources by one subscriber may have a negative impact on all other subscribers. Prohibited actions include but are not limited to using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, Usenet hosting, or continuous FTP uploading or downloading. If you violate the terms of this provision, Superior Satellite may, without limitation restrict your access to Superior Satellite's network, increase fees associated with your Service, including upgrading you to a higher class of service, or immediately suspend or terminate your service. In the event of termination of your Service, all applicable termination charges will apply.
7. Defamation and Fraud. Customer agrees not to post or transplant any fraudulent information on or through the Service including and not limited to any information that is inflammatory with respect to a person, business or other entity, product, or service of any information that Customer knows or has reason to believe has faults and is intended for others to rely on.



8. Customer agrees not to post or transmit, on or through the Service and advertising or promotional materials that contain faults, deceptive or misleading statements, claims or representations.
9. Customer agrees not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas "e.g the classified areas" that are designed for such purposes.
10. Customer agrees not to post or transmit on or through the Service any information that infringes on other person's or entity's copyright in all or any part of the information.
11. Customer agrees not to post or transmit on or through the Service any information that infringes another person's rights in its trademark, trade dress or service mark.
12. Customer agrees not to post or transmit on or through the Service any information that reveals trade secrets belonging to another person, business, service, or other entity.
13. Customer agrees not to post or transmit any obscene or sexually explicit images or other content on or through the Service.
14. Customer agrees not to use the Service to harass, threaten, abuse, embarrass or cause distress, unwanted attention or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racial, ethical, or otherwise objectionable information.
15. Customer agrees not to use the Service to impersonate any person, including but not limited to, a Superior Satellite Internet official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including but not limited to, screening, subscriber profiles, chat dialogue, return electronic-mail addresses, electronic-mail headers and message posting.
16. Customer agrees not to post information that is patently inappropriate material: e.g information or topics not related to the topics focused on by the participants in a particular newsgroup or mailing list.
17. Customer agrees not to use the Service to disrupt the normal flow of online dialogue or otherwise act in a manner that negatively affects other Customers, users, individuals, or entities.
18. Customer agrees not to use the Service to Violate any operating rule, policy or guideline of any other online service provider, business, or entity.
19. Customer agrees not to make false or unverified complaints against any Superior Satellite Internet Subscriber.



20. Customer agrees not to abuse Superior Satellite's internet system by causing any harm to the system so that it inhibits other users' ability to effectively use the system.
21. Customer agrees not to post, publish, send or relay unsolicited electronic-mail originating from Superior Satellite's Service or attempt to deliver such unsolicited electronic-mail to Superior Satellite's Customers.

D. RECOURSES AND FEES

Customer(s) or authorized user(s) that exceed the designated usage of their respective accounts or engage in any conduct or activity that Superior Satellite is in its sole discretion believes violates any of the Terms and Conditions of this agreement will, at the sole discretion of Superior Satellite:

1. Incur a \$100 per hour charge, or a \$1000 per incident charge, whichever is greater.
2. Be subject to immediate account termination.
3. Agree to pay for all equipment and/or software provided (if applicable) by Superior Satellite and not returned to Superior Satellite within (30) days of service.
4. Agrees to pay all reasonable cost incurred by Superior Satellite Internet for handling and processing all violations, including all legal, accounting, technical and any other applicable cost and/or charges.

E. MISCELLANEOUS

1. Superior Satellite's failure to insist upon or enforce strict performance of any provision of this agreement shall not be constructed as any waiver of any provision or right.
2. This agreement shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflicts of law provisions. Any cause of action of the customer may have with respect to the service must be commenced with one (1) year after the claim or cause of action arises or such claims or cause of action is barred.

Subscription Agreement

This Internet Agreement is made between Superior Satellite, an Idaho Company and customer. Customer agrees to terms and conditions stated in this agreement and agrees to abide by all terms and conditions.