



All Air Fiber 1 internet users are bound by these terms of service:

Air Fiber1 Internet Service (“Air Fiber 1”) agrees to provide you (“User”) with those services (“Service”) set forth on the Application subject to User’s compliance with the terms and conditions below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

How Do I Accept This Agreement?

You accept this agreement by:

Agreeing in writing, by email, over the phone, or in person;

Opening a package that says you are accepting by opening it; or Using your Service.

Warranty Disclaimer

THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

Air Fiber 1 exercises no control what so ever over the content of the information passing through Air Fiber 1’s system. Use of any information obtained via Air Fiber 1 is at User’s risk. Neither Air Fiber 1 nor any of its affiliates, its licensors, its contractors or their respective employees warrants that the Service will be uninterrupted or error free; nor does Air Fiber 1 make any warranty as to the results from use of the Service.

THE SERVICE IS PROVIDED 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, NO INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY Air Fiber 1, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER Air Fiber 1 NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCEL BOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL Air Fiber 1, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT Air Fiber 1 IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, Air Fiber 1 LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of Air Fiber 1 in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

Indemnification

Not with standing anything to the contrary herein contained, User agrees to indemnify and hold Air Fiber 1, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense including without limitation attorney's fees and cost of litigation) incurred or suffered by Air Fiber 1, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify Air Fiber 1 in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and Air Fiber 1 shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

Sexually Explicit Materials

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. Air Fiber 1 has no control over and accepts no responsibility whatsoever for such materials.

Prohibited Uses

User may not:

Restrict or inhibit any other user from using and enjoying the Internet;

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

Post or transmit any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component;

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

If notice has been received from a copyright holder or their representatives showing direct or indirect copyright violations under the DMCA the service will/can be disabled immediately and the customer will be responsible for the balance of any service term.

Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;

Send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");

Allow users to run Mail list, Listserv or any form of auto-responds from User's account;

Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity;

Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

Air Fiber 1 has no obligation to monitor the Service. However, User agrees that Air Fiber 1 has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Air Fiber 1 will not intentionally monitor or disclose any private E-mail message unless required by law. Air Fiber 1 reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. Air Fiber 1 reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute

discretion of Air Fiber 1 following payment of a reconnection charge, to be determined by Air Fiber 1 in its sole and absolute discretion.

Messaging

User agrees to limit their use of the Air Fiber 1 service, specifically regarding the use of Air Fiber 1's electronic (email) services, to the following restrictions:

Unauthorized Use of Relay Servers. User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

Fraudulent Addressing. User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the Air Fiber 1 service.

Transmission of unsolicited email or promotional material.

Users of Air Fiber1's services are restricted from using any of our Services or Resources for the purpose of transmitting unsolicited or promotional material including but not limited to, any material which can be commonly referred to as SPAM. The violation of this restriction will result in a ten dollar penalty for each email address for which the unsolicited or promotional material was sent. All costs associated with the collection of this fee will be the responsibility of the violator. In addition, Air Fiber 1 reserves the right to prosecute the user for breach of this contract and the violating user acknowledges they have purposefully and intentionally damaged Air Fiber 1's brand and image in the marketplace. The violator agrees to pay any and all legal costs incurred by Air Fiber 1 associated with each violation.

Network Abuse

In order to provide the highest quality experience for all customers, Air Fiber 1 will suspend any account which it determines is abusing its network. Accounts suspended for violation of this section will be liable for the full access fee for the billing period in which the service was suspended and will be not be eligible for any refund.

Any "denial of service" attack, any attempt to breach authentication or security measures, any intentional release of a virus or worm, or any unauthorized attempt to gain access to any other account, host or network is prohibited, and will result in immediate service termination, which may be without notice.

Equipment Use

Air Fiber 1 retains ownership of all equipment, mounted inside and outside the home, used to bring internet service to the User. This includes any radio and antenna mounted on the Users residence. Air Fiber 1 will not be responsible for equipment that has been subject to the following:

Lightning strike or power surge.

Wind or hail damage

Physical abuse by User or anyone else

Theft or vandalism

The User will be financially responsible for all parts and labor (charged at \$50.00/hr) for any equipment that has been subject to one of the above conditions. If asked, Air Fiber 1 will provide quotes for insurance purposes.

Quality of Service (“QoS”)

User understands that Air Fiber 1 reserves the right to utilize QoS algorithms to maximize network performance for all subscribers. User understands that QoS may hinder the performance of some internet applications such as, but not limited to: peer to peer applications, file sharing applications, online games.

No Server Applications

User understands that the use of “servers” running applications that serve content via, but not limited to: HTTP, FTP, SMTP, POP3, Game Servers, and VPN are strictly prohibited. User understands that Air Fiber 1 reserves the right to periodically scan User’s connection for the presence of such “servers”. Air Fiber 1 reserves the right to filter and/or block ports that Air Fiber 1 finds to be in violation of this policy.

Data Rates

User understands that Air Fiber 1 is a unspecified bit-rate (“UBR”) service up to the advertised speed and that actual speeds may vary due to multiple conditions including, but not limited to: signal quality, network congestion, and QoS services. Air Fiber 1 reserves the right to cancel the User’s service in the event that User utilizes the service as if it were constant bit-rate (“CBR”) service. Use of the service by the User in such a way that it is considered CBR is considered abuse. In the event that Air Fiber 1 cancels User’s services for this reason any and all termination fees are the responsibility of the User.

Contract Term

Air Fiber 1 reserves the right to automatically switch the User’s access plan to match their current service offerings (as determined by plan pricing) when the service is renewed. User understands that this switch may increase or decrease the access speed. User understands that Air Fiber 1 will not switch the User to an access plan with a higher cost than the User’s access plan before the contract completion.

Pricing Changes

User understands that Air Fiber 1 reserves the right to change month to month pricing structures for any reason, including, but not limited to: increased bandwidth charges. Air Fiber 1 will provide the User with a notification of planned price changes no less than 30 days before the new pricing takes effect. Upon

notification of a planned price change User reserves the right to cancel their service at the end of their current contract period.

Termination Liability

The Termination Liability shall be :

1) The aggregate of the remaining monthly rates \$15.00 PER REMAINING MONTH until the expiration of the one or two (1 or 2) year minimum term commitment for each wireless connection, unless on a month to month plan.

Termination Liability applies under the following conditions:

Cancels prior to the expiration of the one or two (1 or 2) year minimum term commitment.

The user fails to pay their account for 30 days.

Termination Liability will not apply if:

In the event that the customer opts to switch to a lower rated speed package the user may be responsible for termination charges at the time of the switch and the contract period for the customer will restart. In the event that the customer opts to switch to a higher rated speed package no termination charges will apply; however, the contract period for the customer will restart.

In the event that the contract is terminated early, for any reason (other than those stated above), the User is responsible for disconnection charges, waived installation fees, the monetary difference between normal and promotional hardware pricing, and the monetary difference between normal and promotional plan pricing for the length of the contract duration. All of the above charges are in addition to the termination fees stated above numbered 1) . All equipment provided to the customer by Air Fiber 1 under any promotional hardware programs must be returned to Air Fiber 1 upon contract termination or the normal purchase price, at the time of inception, of the hardware will be charged to the customer.

General Service Terms

Single Household/Office Service

Accounts are for User's and User's family's use only within a single household or a single office. Sharing User's account with others outside of your household or office or connecting your service to a system used by multiple persons outside of your household or office is explicitly prohibited. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

Right to Cancel

Air Fiber 1 reserves the right to cancel Service for any reason without prior notice. Pre-paid service is non-refundable. Air Fiber 1 will not refund any activation or handling fees.

For services cancelled with less than 30 days remaining on the current term Air Fiber 1 does not offer a refund. Cancellations will become effective on the last day of that month's billing cycle.

No Confidentiality

Information transmitted through Air Fiber 1 and through the Internet in general is not confidential. Air Fiber 1 can not and shall not guarantee privacy or protection of any User. Air Fiber 1 reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of Air Fiber 1.

Non-transferable

Purchases on the Service

If User wishes to make purchases on the Service, User may be asked by the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

Payments/Billing

All plans are prepaid plans. Air Fiber 1 reserves the right to suspend and/or cancel services for lack of payment by the renewal date. Air Fiber 1 offers the customer a five (5) day suspension period where the customer may reactivate their account without incurring other charges. After the five (5) day suspension period has lapsed the customer is responsible for a (\$15.00) reconnection fee. Service can take up to 72 hours to be restored once suspended.

All accounts paid by credit card/ach automatically renew at the same rate unless customer cancels the service 30 days before the expiration date of the account. Air Fiber 1 may suspend services upon receipt of a declined credit card and will notify the customer.

If you're a customer and we don't get your payment on time, we will charge you a late fee of up to 1.5 percent per month (18 percent per year) on the unpaid balance, or a flat \$5 per month, whichever is greater. Late fees are part of the rates and charges you agree to pay us. If you fail to pay on time and Air Fiber 1. refers your account(s) to a third party for collection, Air Fiber 1. will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18 percent, to cover collection-related costs. You may have to pay a \$35 fee to re-activate Service if your Service is terminated, or a \$15.00 fee to reconnect Service if it is interrupted for non-payment or suspended for any reason.

Policies/Procedures

Customer agrees to abide by the Terms of Service published on Air Fiber 1's website. Air Fiber 1 reserves the right to change these Terms of Service at any time. It is the User's responsibility to read the Terms of Service regularly for changes.

No System Backup

Except where Air Fiber 1 has expressly agreed in writing to the contrary, customers are solely and entirely responsible, and Air Fiber 1 is in NO way responsible, for the management and backup of all customer data, and all updates, upgrades, and patches to any software that customers use in connection with Air Fiber 1 services.

Air Fiber 1 does not and will not perform system backups on any User's E-mail account(s). Air Fiber 1 shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Air Fiber 1 will not provide historical data, to any party for any reason, regarding any system or Internet activity unless ordered by a court of law.

Air Fiber 1 does not and will not perform system backups on any web sites. Air Fiber 1 shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Air Fiber 1 will not provide historical data, to any party for any reason, regarding any system or Internet activity unless ordered by a court of law.

Failure to Comply With Terms and Conditions

Air Fiber 1 may deny User access to all or part of the Service without notice if User engages in any conduct or activities that Air Fiber 1 in its sole discretion believes violates any of the terms and conditions in this Agreement. If Air Fiber 1 denies User access to the Service because of such a violation, User shall not have the right (1) to access through Air Fiber 1 any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through Air Fiber 1, and Air Fiber 1 shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

User agrees to notify Air Fiber 1 if User moves or otherwise changes his or her mailing address or phone number, and to list a truthful name, postal address and telephone number on the forms User supplies to Air Fiber 1.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

Air Fiber 1 failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

Air Fiber 1 may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the States of Nevada/California/Arizona without regard to its conflicts of law provisions. Any cause of action User may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Air Fiber 1 shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, dire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond the reasonable control of Air Fiber 1.

Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming Air Fiber 1 as the defendant, shall be proper only in venue determined by Air Fiber 1.

In any action between Air Fiber 1 and User to enforce any of the terms of this Agreement, Air Fiber 1 shall be entitled to recover expenses, including reasonable attorney's fees.

This Agreement constitutes the entire agreement between User and Air Fiber 1 with respect to Service.

