

Terms and Conditions

This Agreement describes terms and conditions between you and ClearSKY Systems Inc. ("ClearSKY," "Us" or "We") applicable to ClearSKY's Service. Please read this Agreement carefully since it contains important contract rights and obligations between you and ClearSKY. If you would like to contact us you may call 815-287-2500 or write to:

ClearSKY Systems, Inc.
7095 W. Waupecan Rd
Verona, IL 60479

Minimum Service Term. The Term of this agreement commences on the date your Service is activated and continues for the duration of the Minimum Service Term unless terminated earlier by you or ClearSKY in accordance with this Agreement. After the Minimum Service Term expires, the term of this agreement will automatically renew for another Minimum Service Term unless you have contacted ClearSKY, via writing, otherwise.

1. The Service.

1.1 Description. The service consists of land based Internet access service as further described in this Agreement (the "Service"). In order to receive the service, you must lease the equipment designated by ClearSKY ("ClearSKY Equipment") from ClearSKY. Only a ClearSKY-authorized installer may install the ClearSKY Equipment in your premises.

1.2 Minimum System Requirements. Your Computer must meet certain minimum requirements to receive Service. It is your responsibility, at your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

1.3 Privacy Information. Our [Privacy Policy](#) governs how we collect and use information that you provide to us. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is materially different from that stated in the policy at the time the data was collected, we will use commercially reasonable efforts to post notice in advance of the change.

2. Who may use the service? - Responsibility and Supervision.

2.1 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the ClearSKY Equipment in locations(s) you have authorized. It is your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this agreement, to pay any fees or other charges, and to obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirement"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that ClearSKY will be required to access your premises or system and to install and maintain the ClearSKY Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home. This will include attaching a radio modem to your computer. By signing this agreement, scheduling a service or installation visit, and permitting us to enter your premises, you are authorizing ClearSKY to perform all of the above actions. CLEARSKY SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR, OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM

YOUR COMPUTER. You are responsible for backing up the data on your computer and we highly recommend that you do so prior to permitting access to us or one of our designated service providers. This limitation does not apply to any damages arising from the gross negligence or willful misconduct of any installation or maintenance service provider. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

2.2 Subscriber Responsibility. You agree that you are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Service. You agree that you are 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 through the Service, or any other expenses incurred in accordance with the terms of this Agreement. 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 ratify and confirm any obligations a minor using your account incurs or assumes and any promises or permissions such minor makes or gives. Unless customer signs new contract, equipment upgrades and/or repairs shall be the financial responsibility of customer.

2.3 No Unauthorized Use of ClearSKY Equipment. You are strictly prohibited from servicing, altering, modifying, or tampering with the ClearSKY Equipment or Service, or permit any other person to do the same who is not authorized

2.4 Acceptable Use Policy. You agree to comply with the terms of the [Acceptable Use Policy](#).

3. Fees and Payment.

3.1 Fees, Taxes and Other Charges.

(a) Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by us) a monthly fee payable in advance will apply for each and every month (or portion of a month) that you are a subscriber, beginning with the date your Service is activated. 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 Agreement). As stated above, you may cancel your account at any time, subject to the payment of the Termination Fees, if applicable. The monthly fees shall cease to apply for any months after the billing month in which you cancel or terminate your account in accordance with these terms and conditions.

(b) Billing and Charges. You agree to pay, in accordance with the provisions of the billing option you selected, monthly fees, and other amounts charged to or incurred by you, or by users of your account, at the rates in effect at the start of 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, provision of services, hardware, 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 are incurred by you or by users of your account will be made available to you from ClearSKY Systems and will be sent to you with the email address you provide us, and you agree that this is sufficient notice for all purposes as the charges incurred and paid or to be paid to us. You understand and agree that you will not receive a paper statement in the mail for your Service. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are contained in your service plan and are incorporated into this Agreement. ClearSKY reserves the

right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.

(c) Administrative Fees. If your electronic payment is not received by us by its due date, your payment is returned or your account suspended, you may be charged administrative fees. You acknowledge that these fees are not an interest or finance charge and are reasonably related to the actual expenses we incur due to non-payment. If we do not receive your full payment by its due date, we may charge you administrative late or nonpayment fees of \$20.00.

3.2 Payment Authorization. Expect where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by ClearSKY from time to time, you agree that ClearSKY can charge your credit card or debit card ("Card Payment"), or initiate an electronic fund transfer out of your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, you agree that ClearSKY will bill your monthly Service fee and lease fee (if applicable) in advance, and such fees will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by ClearSKY. You agree that the charges described above will be billed to the credit or debit card provided by you when you applied for the Service until such a time as you may authorize recurring EFT Payments. You must provide current, complete and accurate information for your billing account, and promptly update any changes and contact information. Changes to such information can be made by calling ClearSKY customer support. If you fail to provide us with any of the foregoing information, you agree that ClearSKY will not be responsible for any expenses that may occur.

3.3 Reactivation. To reactivate suspended Service, you must bring your account up to date through the month of reactivation, by making payment in full of any outstanding balance, fees and other applicable charges. In addition, we may require a deposit before reactivating your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by you will appear on your statement as a credit, and service charges and other fees will be invoiced as described above. If you fail to pay any amount on a subsequent bill, the unpaid amount will be deducted each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest.

3.4 Credit Inquiries and Reporting. You authorize us to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or nonpayment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payments or nonpayment to the appropriate credit reporting agencies. If we deem it necessary to turn your account over to Collections, you will be responsible for the principle amount in addition to 30% Collection Fees and any and all Attorney Fees.

3.5 Limited Warranty. If your ClearSKY-supplied radio modem requires service under this limited warranty, ClearSKY will not charge for any labor costs we incur to repair or replace it (or any component of it) within the first 90 days after the initial installation. After this period, ClearSKY will cover the cost of the new equipment, other than misuse, Acts of God, and/or negligence, but the on-site labor cost must be paid by you. ClearSKY will provide on-site labor at its standard rates, and if requested, an estimated charge can be given prior to the work, based on the type

of the replacement. If your external radio modem needs to be realigned after the first 90 days of service, standard on-site labor charges will apply.

4. Modification, Rights of Cancellation or Suspension.

4.1 Modification of this agreement. Upon notice published over the Service, we may at any time modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify you by email. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with section 4.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the service after the effective date such modifications constitutes acceptance of such modifications

4.2 Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service.

4.3 Termination by Subscriber. You may terminate this Agreement at any time upon written or telephone notice to ClearSKY Systems Inc. Early termination fees apply if subscriber fails to meet minimum contract requirements (Refer to 6.2 Return of Equipment). Please allow five business days from the date of receipt of returned leased ClearSKY equipment for processing written requests to terminate and to close client's account. For clarification, ClearSKY does not accept notices of termination via e-mail or chat. You must terminate this Agreement in accordance with its terms. Failure to do so may delay or prevent us from knowing that a termination was intended. 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 or by e-mail. In addition, in order to cease monthly service billings, all leased ClearSKY equipment must be returned to ClearSKY's place of business office in good working condition during normal business hours. You will be responsible for the return of the Equipment to ClearSKY in accordance with your obligations under the Lease Addendum. Until all ClearSKY leased equipment is returned to ClearSKY, your monthly service will continue to be billed. Customer accounts will be closed when all equipment and debits are paid in full to ClearSKY Systems Inc.

4.4 Termination or Suspension by ClearSKY. We may immediately terminate your Service and this Agreement if you or a user of your account breaches this Agreement. We reserve the right in our sole discretion to terminate your account and this Agreement at any time or suspend or terminate access to or use of the Service, in whole or in part.

4.5 Post-Termination or Suspension Obligations. Notwithstanding any cancellation or termination of this Agreement or any of your accounts, nor any suspension or termination of access to or use of the Service, you will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation, termination or suspension.

5. Warranties and Limitations of Liability

5.1 Disclaimer of Warranties. You expressly agree that use of the Service is at your sole risk. ClearSKY does not warrant that the service will be uninterrupted or error free; nor does ClearSKY make any warranty as to the results to be obtained from use of the service including any minimum upload or download speeds. No oral advice or written information given by ClearSKY staff shall constitute a warranty. We are not responsible for any interruptions of service that occur due to Acts of God, power failure, or any

other cause beyond our reasonable control. Customer is responsible for damage or affected operation of ClearSKY equipment resulting from external causes, including accident, acts of God, abuse, vandalism, misuse, and problems with electrical power and wind and storm damage.

5.3 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of the Agreement.

5.4 Assignment of Account. We may sell, assign, pledge or transfer this Agreement, the lease addendum, your account or an interest in your account to a third party without notice to you. In the absence of a notice of transfer, you must continue to make all required payments to us in accordance with your statement.

6. Lease Addendum

6.1 Ownership by ClearSKY. No leased equipment provided to you by ClearSKY shall be deemed fixtures or part of your realty. Our ownership of such Equipment may be displayed by notice contained on it. You shall have no right to pledge, sell, mortgage, otherwise encumber, give away, remove, relocate, alter or tamper with Equipment at any time. Any reinstallation, return, or change in the location of the Equipment shall be performed by us at our service rates in effect at the time of such service. We reserve the right to make such filings as may be determined to be necessary by us at our sole discretion to evidence our ownership rights in the Equipment, and you agree to execute any and all documents as may be so determined to be necessary for us to make such filings. You are responsible for preventing the loss or destruction of leased Equipment, and we recommend that your Equipment be covered by your homeowners, renters, or other insurance policy.

6.2 Return of Equipment

A. Customer must provide ClearSKY with written notice of customer's intent to terminate use of service, mailed to ClearSKY's address on Page 1 of this agreement. Email notice is not an acceptable form of cancellation.

B. Customer must return the ClearSKY Equipment in good working condition or will be subject to a \$500 non-returned equipment fee. Customer will permit ClearSKY, and its employees, agents, contractors, and representatives, to access Customer's premises to remove the ClearSKY Equipment, at Customer's expense, or Customer may remove

equipment and return it to ClearSKY in good working condition within 5 days of the effective date of termination or Customer will be subject to a \$500 non-returned equipment fee. Such removal by ClearSKY will be billed ClearSKY's then current hourly rates for on-site service

C. Should you cancel service, all ClearSKY equipment must be returned, in working condition, in order for billing to cease.

D. Account is cancelled at the close of your current billing cycle. No refund is provided.

6.3 Termination Fees. If you cancel the Service before completion of the Minimum Service Term or Extension Term, you will be charged a termination fee as follows:

A. For Residential plans with a 24 monthly payments Minimum Service Term, the fee is \$250.00.

B. For Commercial plans with a 24 monthly payments Minimum Service Term, the fee is \$500.00.

You are required to return, and ClearSKY is not obligated to de-install, all ClearSKY equipment at your own expense.

Customer may schedule equipment removal of ClearSKY equipment, for a fee.

7. Disputes

7.1 Breach of Terms. In the event ClearSKY is required to engage the services of an attorney because of a breach by the Customer of any of the terms herein contained or arising out of the Customer's use of the services provided by ClearSKY in any other manner, the Customer agrees to pay all of ClearSKY's reasonable attorney's fees and court costs. The undersigned also agree(s) to pay all collection costs incurred, in an amount not to exceed fifty percent (50%) of the unpaid balance, should any unpaid balance be referred to a collection agency, in addition, should any unpaid balance due be referred to an attorney for litigation, all reasonable attorney fees and court costs shall be paid for by the undersigned as allowed by the Court. Upon breach of this contract, all of the Customer's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this contract, or the breach of any applicable law or statute governing the use of the services provided, all Customer fees shall be forfeited as liquidated damages to ClearSKY.