

Ionia Unlimited, LLC

TERMS OF SERVICE

Ionia Unlimited provides the Service, defined below in Section 1, subject to your compliance with this Agreement.

1. SERVICE

1.1 The Service includes: Internet access (including, but not limited to the following types: Dialup, DSL, Wireless, Ethernet, Fiber, T1, T3); Electronic mail ("email") and a single electronic mail address; one Website on Ionia Unlimited's servers and hosting accounts (regardless of the number of mailboxes per your account).

1.2. Any means of identification assigned to you by Ionia Unlimited (including usernames and email addresses) will remain the property of Ionia Unlimited and at Ionia Unlimited's sole discretion may be altered or replaced at any time.

1.3. Ionia Unlimited makes no guarantees as to the continuous availability of the service, any specific feature, speed, or throughput of the service. Ionia Unlimited reserves the right to change the Service or any of its features at any time with or without notice.

1.4 Ionia Unlimited reserves the right at Ionia Unlimited's sole discretion to completely block and/or traffic shape all "P2P" type traffic on our network. This is to ensure the quality and performance of the network for all users.

1.5 Ionia Unlimited makes no guarantees that our services will be compatible with any devices other than standard PC computers running Microsoft Windows 98 or newer operating systems, and Apple Macintosh Computers running OS 10.x or above. While many other devices may function without problem on our systems, we make no guarantees and offer no technical support for these devices.

1.6 Ionia Unlimited reserves the right to disconnect services to any user that Ionia Unlimited, at their sole discretion, determines to have an "infected computer". Such infections may include, but are not limited to: Virus and Spyware infections. Subscriber will be encouraged to have their system cleaned by Ionia Unlimited or a third party provider. Subscriber's service will not be turned back on, until we have confirmation that their system is 100% clean.

1.7 Ionia Unlimited reserves the right at our discretion send out service announcements, maintenance announcements, and/or special offers to our current subscribers either via the email address we have on file and/or via the postal address we have on file.

1.8 LATE FEES: You agree that for amounts not paid by the due date, Ionia Unlimited may charge, as a part of its rates and charges, and you agree to pay, a late payment fee of \$10

In the event you fail to pay billed charges when due and it becomes necessary for Ionia Unlimited to refer your account(s) to a third party for collection, Ionia Unlimited will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18% to cover the internal collection-related costs Ionia Unlimited has incurred on such account(s) through and including the date on which Ionia Unlimited refer(s) the account(s) to such third party.

You expressly authorize, and specifically consent to allowing, Ionia Unlimited and/or its outside collection agencies, outside counsel, or other agents to contact you in connection with any and all matters relating to unpaid past due charges billed by Ionia Unlimited to you. You agree that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that you have provided, or may in the future provide, to Ionia Unlimited. You agree and acknowledge that any e-mail address or any other electronic address that you provide to Ionia Unlimited is your private address and is not accessible to unauthorized third parties. For attempts to collect unpaid charges, you agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

1.9 Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Ionia Unlimited. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by Ionia Unlimited in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Ionia Unlimited to retrieve from Subscriber's premises equipment for appropriate disposition, which is owned by Ionia Unlimited, unless otherwise purchased by the Subscriber.

Permitting & Landlord Approval: It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna on the Subscriber's building. Ionia Unlimited may assist you or provide this service for you for an additional charge.

Standard Maintenance: Ionia Unlimited connection point ends at the wireless radio or LAN jack on our router. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Ionia Unlimited network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, but Ionia Unlimited network is still functioning properly, a technician will be sent to troubleshoot during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to subscriber negligence standard hourly rates apply, unless a support package has been purchased. .

Support Package: Subscriber has the option to select a desired response time and associated cost. Support Packages are available upon request.

Not Covered by Maintenance or Standard Maintenance:

Maintenance, repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscriber's computer and/or peripheral equipment not installed by Ionia Unlimited, or from any cause related to or other than the intended and ordinary use. Antenna re-aiming due to obstructions such as trees or buildings, or storm related damage. Any re-aiming of antennas or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Warranties: All Ionia Unlimited provided equipment, cables, and antennas are covered for a period of no more than 1 year. If any of the equipment fails due to manufacture defect prior to one year, it will be replaced at no charge pending testing of said equipment.

Use of Material: All content downloaded or uploaded using Ionia Unlimited system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions or any other intellectual property tangible or intangible rights associated with the material.

Use of Services: Subscriber is expressly prohibited from reselling or sharing any services offered by Ionia Unlimited under this agreement without the prior written consent of Ionia Unlimited. Subscriber is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic

materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber acknowledges that Ionia Unlimited is a commercial entity. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Ionia Unlimited or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other Ionia Unlimited or wireless network subscribers. Should Subscriber violate any provision of this section, Ionia Unlimited at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Ionia Unlimited liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Ionia Unlimited shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

Abuse of Services: Any use of the Ionia Unlimited system that disrupts the normal use of the system for other Ionia Unlimited Subscribers is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of Ionia Unlimited' services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) by Subscriber is a violation of this Agreement. Any Subscriber deemed by Ionia Unlimited to be in violation of this section is subject to immediate termination by Ionia Unlimited. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, Incidental or consequential damages.

Indemnification/Release: Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release Ionia Unlimited, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of Ionia Unlimited' services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using Ionia Unlimited' services from any source or to any recipient. Subscriber further releases Ionia Unlimited from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through Ionia Unlimited systems and/or the wireless network. Subscriber's release of Ionia Unlimited includes any actions or inaction by Ionia Unlimited, which amount to negligence. Subscriber further agrees to indemnify and hold harmless Ionia Unlimited, LLC. from and against any and all claims actions causes of action, losses or damages

including attorney's fees which in any way arise from Subscriber's installation of, use of, termination of Ionia Unlimited services herein.

Disclaimer: Ionia Unlimited assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via Ionia Unlimited' services. Ionia Unlimited discloses and Subscriber acknowledges that there may be content on the Internet or otherwise available through the services provided by Ionia Unlimited which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to pornographic, or otherwise inappropriate or sexually explicit or offensive content. Subscriber acknowledges to Ionia Unlimited that its use of Ionia Unlimited' services to access information, content or other services is at its own risk.

Governing Law and Venue: The laws of the State of Michigan shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be Ionia County, Michigan.

Arbitration & Attorneys Fees: The Subscriber and Ionia Unlimited, LLC agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and Ionia Unlimited agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement, the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

Entire Agreement: This Agreement constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect.

2. REGISTRATION REQUIREMENTS

2.1. Member certifies to Ionia Unlimited that he/she is not a minor. By accepting this Agreement, you represent that you meet this age requirement. Minors who use the Service are assumed to have parental or guardian consent to do so.

2.2. You agree to provide Ionia Unlimited with accurate and complete billing information including your legal name, address, and telephone number. All changes to this information must be reported to Ionia Unlimited within 30 days of the change.

2.3. By accepting this Agreement, you agree that you are responsible for all charges posted to your account until you cancel the account as specified in Section 11.

3. FEES

3.1. Setup fees are nonrefundable, and Ionia Unlimited does not issue pro rata refunds for any fees paid in advance.

3.2. Unlimited Internet access as defined in section 3 of the Acceptable Use Policy, is offered by Ionia Unlimited

3.3. Current prices for services may be obtained by calling 616-597-6767. Ionia Unlimited reserves the right to change prices and institute new fees. Ionia Unlimited may change rates or institute new charges at any time upon 30 days prior notice. Ionia Unlimited does not issue pro rata fee refunds.

3.4 A service charge, up to the maximum allowed by the state you reside in, will be assessed to your account for each check that is returned to Ionia Unlimited for insufficient funds.

3.5. Payments for all charges are due within 30 days of the month in which the charges are incurred. If your account is delinquent, your account may be suspended or canceled at Ionia Unlimited's sole discretion.

If your account incurs charges which are denied by your financial institution, Ionia Unlimited reserves the right to re-bill for those charges, regardless of your account status.

If your account is suspended, regular charges continue to accrue until you cancel your account. Ionia Unlimited may, at its sole discretion, charge a fee of \$10 to reinstate a suspended account.

3.6. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) will accrue daily on any unpaid balance which is more than 30 days old.

3.7. You agree to pay all sales and use taxes, duties, or levies which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on your account.

3.8. If you believe that Ionia Unlimited has billed you in error, you must contact the Customer Service Department (per Section 11) within 30 days of the invoice or transaction date of the charge. Refunds or adjustments will not be given for any charges which are more than 30 days old.

4. USE OF THE SERVICE

4.1. You and any members of your household are the only individuals who are authorized to access the Service through your Ionia Unlimited account. You must not permit anyone else to access the Service through your account and must ensure that all authorized users of your account comply with this Agreement. In addition, there may not be any simultaneous usage of your account or username from two or more computer systems.

4.2 You are responsible for maintaining the confidentiality of passwords used by you or members of your household.

4.3. You are responsible for all charges assessed as a result of use of your account. However, Ionia Unlimited will not hold you responsible for charges attributable to an unauthorized users access to your account without your permission, provided that you notify Ionia Unlimited within 24 hours of discovering any such unauthorized use and the unauthorized use is not attributable to the failure of any authorized user to exercise reasonable efforts to maintain the confidentiality of the account or password.

4.4. You are responsible for providing and maintaining all equipment and other software necessary to access the Service.

4.5. You will not use the Service or permit others to use the Service through your account in any way that violates any law or regulation; subjects Ionia Unlimited to liability; or is in contravention of Ionia Unlimited's Acceptable Use Policy. You agree to comply with all Ionia Unlimited's security procedures and standards and to be bound by the terms and conditions of the End User License Agreement for any software provided to you.

5. MONITORING THE SERVICE; DISCLOSURE OF MEMBER INFORMATION

Ionia Unlimited has no obligation to monitor the Service but may do so and may disclose information regarding your use of the Service to satisfy laws, regulations or governmental requests; to operate the Service properly; and, to protect itself and its members. However, Ionia Unlimited will not disclose member information to outside persons or entities for the purpose of soliciting Ionia Unlimited's members.

Ionia Unlimited, LLC , IN ITS SOLE DISCRETION, MAY REMOVE OR REFUSE TO POST ANY INFORMATION OR MATERIALS, IN WHOLE OR IN PART, WHICH ARE UNACCEPTABLE, UNDESIRABLE OR IN VIOLATION OF THIS AGREEMENT.

6. NO WARRANTIES ARE EXPRESSED, IMPLIED, OR PROVIDED BY IONIA UNLIMITED, LLC

6.1. Except for certain products and services specifically identified as being offered by Ionia Unlimited, Ionia Unlimited does not control any information, products or services on the Internet and except for such Ionia Unlimited-identified content, all merchandise, information and services offered, made available, or accessible on the Internet are by third parties who are not affiliated with Ionia Unlimited, LLC.

6.2. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET BY YOU AND YOUR AUTHORIZED USERS. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Ionia Unlimited DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE VIA THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. Ionia Unlimited MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH Ionia Unlimited OR ON THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY Ionia Unlimited, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS SHALL CREATE A WARRANTY.

6.3 Ionia Unlimited SHALL NOT BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM USE OF THE SERVICE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY.

6.4. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU OR OTHERS ACCESSING THE SERVICE THROUGH YOUR ACCOUNT. YOU ACCESS SUCH MATERIALS AND PERMIT OTHERS TO ACCESS SUCH MATERIALS THROUGH YOUR ACCOUNT AT YOUR OWN RISK. Ionia Unlimited HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS.

7. YOUR REMEDIES

7.1. If you are dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to terminate this Agreement and discontinue using the Service by canceling your account by one of the methods outlined in Section 11.

7.2. UNDER NO CIRCUMSTANCES SHALL Ionia Unlimited, ITS EMPLOYEES, AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM ANY: USE OF YOUR ACCOUNT OR THE SERVICE OR YOUR INABILITY TO USE THE SERVICE; ACCESS OF THE INTERNET OR ANY PART THEREOF; OR, YOUR 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, OR ANY FAILURE OF PERFORMANCE.

8. INDEMNITY

You agree to defend, indemnify, and hold Ionia Unlimited and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: any violation of this Agreement by you or those who access the Service through your account; AND, the use of the Service or the Internet and the placement or transmission of any message, information, software, or other materials on the Internet by you or by those who have access to the Service through your account.

9. TERM OF AGREEMENT

This Agreement is effective from your acceptance thereof, which is indicated by your clicking the "Yes" button at the end of this Agreement or upon establishment of your account. If you are a current Ionia Unlimited member when this Agreement is activated, your continued use of the Service constitutes your acceptance of this Agreement.

10. TERMINATION OF AGREEMENT

10.1. You may terminate this Agreement by using only the methods outlined in Section 11. Your termination will only be complete upon your receipt of a confirmation number from Ionia Unlimited. You will receive verbal confirmation if you cancel by telephone, and a written reply through U.S. mail if you cancel by mail or web form. **EMAIL CANCELLATIONS WILL NOT BE ACCEPTED.** Charges to your account will stop accruing the day you receive your confirmation number. Ionia Unlimited does not issue pro rata fee refunds.

10.2. Ionia Unlimited may terminate this Agreement: at any time without cause upon 30 days prior notice; or, immediately if you or any person who has access to the Service through your account, commit a material breach of this Agreement, including but not limited to a breach of any obligation imposed under Section 4 or you fail to pay any charges within 30 days of the date they accrue.

10.3. Upon termination of this Agreement all rights granted to you and your authorized users under this Agreement shall immediately cease and terminate; and, you must destroy or return to Ionia Unlimited all copies of software and documentation that you received from Ionia Unlimited.

10.4. Termination of this Agreement does not release you from the obligation to pay all accrued charges under this Agreement.

10.5. Ionia Unlimited's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

11. NOTICE

11.1. You may change or cancel your Ionia Unlimited account by the following methods only: first-class registered or certified mail, return receipt requested addressed to Ionia Unlimited Customer Service, PO Box 273, Ionia, MI 48846; or telephone calls directed to Customer Service at 616-597-6767; or email at services@ioniaunlimited.com

11.2. Ionia Unlimited may provide notice to you by the following methods: Electronic mail (email) addressed to your email account; general posting to Ionia Unlimited's website at <http://www.ioniaunlimited.com>; Social Media pages and sites; or by US Mail or courier service at the address you provided Ionia Unlimited when you registered for the service. All notices or other communications to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or posting or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

12. MISCELLANEOUS

12.1. Ionia Unlimited's failure to enforce strict performance of any provision of this Agreement shall not be construed as a waiver.

12.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, United States of America, without regard to its conflicts of law provisions. You consent to the personal jurisdiction of the federal and state courts having jurisdiction for Ionia, Michigan with respect to all disputes arising out of this Agreement, your use of the Service or otherwise between you and Ionia Unlimited. Any cause of action you 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.

12.3. Any action at law, suit in equity, or other judicial proceeding concerning, relating to, arising from, or touching upon in any way, no matter how remotely, the contract for services between you and Ionia Unlimited and/or your use of and/or Ionia Unlimited's provision of systems and services there under, shall be brought and litigated, if at all, only in the state court system of the State of Michigan. In such event, you acknowledge the right of the specified court to assert personal jurisdiction in any such action over you and waive and release now and forever any defense to that assertion of jurisdiction that might otherwise exist.

12.4. Neither this Agreement, nor any of your rights or obligations arising hereunder, shall be transferable by you to any third party without Ionia Unlimited's prior written consent.

12.5. This Agreement, and the Acceptable Use Policy, constitutes the entire agreement between you and Ionia Unlimited with respect to the Service.

12.6. Ionia Unlimited reserves the right to alter, amend or modify this Agreement at any time.