

SGO-BROADBAND TERMS OF SERVICE/POLICIES

SGO-Broadband and Subscriber agree to be bound by the following terms of service:

1. Fees and Payment of Charges: Subscriber will be billed monthly in advance for service to be received. Subscriber's first bill will include partial-month charges for past services received. Subscriber will purchase the modem from SGO BROADBAND at its current rate. Subscriber will pay the cost of the purchase of the modem and the estimated installation costs at the time of the signing of Residential Service Agreement. (Installation fees) Installation will not be scheduled until the Installation Fees are paid in full. Subscribers shall pay all monthly charges and all applicable fees and taxes as stated on the SGO BROADBAND monthly bill in a timely manner. If Subscriber agrees to pay all SGO BROADBAND's legal fees and collection costs incurred in collecting past due amounts.

Subscriber shall notify SGO BROADBAND of any disputed charges within ten (10) days of the date of billing. Failure to pay charges billed within Thirty-three (33) days of the date contained on the bill, (and all charges for returned checks for insufficient funds) will result in discontinuance of Service, and the removal of all Equipment. If the Subscriber has more than one account (including business and/or residential services provided by SGO BROADBAND, all Service at all locations are subject to suspension or discontinuance of Service in the event any one account remains unpaid, and SGO BROADBAND will apply any funds received from Subscriber first to such delinquent account(s). Subscriber is subject to reconnection fees as deemed reasonable by SGO BROADBAND. Should Subscriber wish to resume deposits, fees for installation, service calls and/or activation fees deemed reasonable by SGO BROADBAND. Said fees are in addition to all past due charges, legal fees, and costs. All fees and charges must be paid in full before service will resume. Legal fees and collections charges may be imposed. Additional charges will apply for service visits when SGO BROADBAND owned equipment is not the cause of any service degradation, outage, or other problem with your service.

If partial payment of a bill is made SGO BROADBAND will apply the payment to any outstanding charges and late fees in the order it determines in its sole discretion. Accepting partial payment does not waive its right to collect the full balance owed, or the right to refuse partial payments in the future, or the right to disconnect service if payment in full is not made in a timely manner.

Subscriber agrees and understands that by entering into the arrangement described herein, SGO BROADBAND is not extending Subscriber any credit and therefore SGO BROADBAND and Subscriber are not entering into a consumer credit or similar transaction.

2. Payments by Check: If Subscriber makes payment by check, Subscriber authorizes SGO BROADBAND to collect such payment electronically. Subscriber may not amend or modify these General Terms, or the amount owed, with any restrictive endorsements (such as "paid in full"), releases, or other statements on or accompany checks or other payments accepted by SGO BROADBAND; any such notations shall have no legal effect. If Subscriber's bank, card issuer, or other financial institution refuses payment for insufficient funds, account closed, unauthorized accounts, or any other reason, Subscriber will be charged a fee to be determined solely by SGO BROADBAND. Subscriber hereby authorizes SGO BROADBAND to collect any

declined amount and the insufficient funds charge(s) electronically from the Subscriber's account. In addition, Subscriber's Service may be suspended and/or terminated. This fee is in addition to any fee the Subscriber's financial institution may assess. If initially rejected, SGO BROADBAND may make multiple attempts to execute the payment for up to forty-five (45) days following the initial refusal. The Subscriber is liable for additional fees for each attempt. If the parties have entered into a long-term agreement, termination of service for non-payment will not release the Subscriber from amounts due under the agreement.

3. SGO BROADBAND Refund Policy/30-Day Guarantee: New Subscribers, (Defined as those who have not been an SGO BROADBAND customer within 90 days prior to subscription), can cancel this agreement for the first 30 days of their subscription if Subscriber is not fully satisfied with the Service. Current subscribers adding a new level of Service qualify to receive a refund/credit only on those newly added services. Such refund is valid for customers who pay for their first full month of the new subscription Service.
4. SGO BROADBAND PROPERTY: All SGO BROADBAND equipment ("Equipment") distributed and/or installed for use in the Subscriber's service location(s) remains the property of SGO BROADBAND, except for the home wiring. Subscribers must return all rented or leased equipment upon termination or change in Service. Failure to do so will result in charges to be determined in accordance with SGO BROADBAND'S then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay all charges whether the Equipment is lost (through theft or otherwise), damaged, or destroyed.
5. Disruption of Service: All Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall SGO BROADBAND be liable for failure or interruption of Service, or any resulting damages, no matter the cause, subject to applicable law. SGO BROADBAND may give a credit with respect to Subscriber's recurring monthly subscription fee for qualifying outage of Services.
6. Equipment: SGO BROADBAND does not supply modems free of charge to Subscriber. SGO BROADBAND recommends Subscribers purchase their modem from SGO BROADBAND at the going rate. If Subscriber chooses to purchase a modem not sold by SGO BROADBAND, then SGO BROADBAND will charge at its current rate for any services/diagnostics requested by Subscriber to try to make the modem compatible with the SGO BROADBAND systems. Compatibility is not guaranteed. SGO BROADBAND will only replace a modem sold by it if it does not operate properly due to a manufacturing issue covered by the manufacturer's warranty. Subscriber must return the malfunctioning modem in order to obtain a replacement. SGO BROADBAND has the right to test the modem, assess the condition, and determine whether to repair or replace the modem. SGO BROADBAND does not replace modems that cease to work properly due to negligence or misuse by the Subscriber, lightning strikes, electric surges, or any other reason not covered by the manufacturer's warranty. Subscriber agrees to unplug and disconnect the modem during lightning storms or other times when there might be a power surge. A service charge will be added to the Subscriber's next bill for the dispatch of a technician if it is determined the interruption of service is due to negligent use or abuse by the Subscriber, acts of God, or any other reason not attributable to the acts of SGO BROADBAND, its system, or Equipment. SGO BROADBAND makes no warranties not covered by the manufacturer, with respect to Equipment or Service provided by SGO BROADBAND, or

with respect to the compatibility of the Service or the Equipment with any Subscriber-provided equipment.

ALL EQUIPMENT IS PROVIDED "AS IS". SGO BROADBAND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A SPECIFIC PURPOSE. SGO BROADBAND IS NOT LIABLE FOR ANY ACTUAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST REVENUE, PROFITS, OR GOODWILL) ARISING FROM THE USE, DEPLOYMENT, AND /OR FUNCTIONALITY OF ITS EQUIPMENT.

SGO BROADBAND's sole obligation and Subscriber's sole remedy with respect to any liability or damage caused by SGO BROADBAND's Equipment or services, shall be a refund of fees paid by Subscriber for such Equipment for the previous billing month/cycle.

7. Subscriber Property: SGO BROADBAND is not responsible for the maintenance, repair, or replacement of Subscriber-provided equipment for any reason. "Subscriber-provided equipment" is described as, but not limited to connected devices, mobile devices, cell phones, tablets, home telephones, computers, modem, televisions, software, or any other equipment not provided by SGO BROADBAND. Subscriber is responsible for the repair and maintenance of Subscriber-provided equipment and/ or software. SGO BROADBAND is not responsible or liable for any loss or impairment of service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.
8. Relocation Fee: SGO BROADBAND Subscribers will incur a "move fee" or "relocation fee", if Subscriber moves within SGO BROADBAND'S area of service and Subscriber desires to relocate service to another address. Subscriber should consult with SGO BROADBAND for its current sheet.
9. Access to Subscriber Premises: If Subscriber requests SGO BROADBAND to come into their home Subscriber will incur charges for this service based on SGO BROADBAND's current fee schedule. Subscriber must be at home and produce a Driver's license or current photo I.D. SGO BROADBAND Technicians do not go under homes, in attics, crawl spaces, or roofs. It is in SGO BROADBAND's sole discretion to decline service if it deems the service/installation/repairs to be hazardous or dangerous to its employees.

10. Acknowledgments and Contents Regarding Recording of Communications and Contact Right:

- a. Recording of Communications. Subscriber acknowledges and agrees that all communications between Subscriber and SGO BROADBAND may be recorded or monitored by SGO BROADBAND for quality or other purposes subject to applicable law.
- b. Consent to Phone Calls. SGO BROADBAND may call or text Subscriber or authorize others to call or text Subscriber on its behalf including but not limited to any number Subscriber provides to SGO BROADBAND (or that SGO BROADBAND issues to Subscriber) for any purpose, including marketing SGO BROADBAND services. If Subscriber is responsible for charges for incoming text messages on Subscriber's wireless phone(s).
- c. Robo-Calls. SGO BROADBAND (or persons acting on SGO BROADBAND'S behalf) may use automated dialing systems, artificial, or recorded voices to contact Subscriber or leave Subscriber messages if the call goes to voicemail.
- d. Other Notices. Subscriber authorizes SGO BROADBAND to provide other notices to Subscriber using any method SGO BROADBAND determines appropriate, including by electronic means (for example, e-mail or online posting)
- e. Email Address for Notice. Upon request, Subscriber will provide SGO BROADBAND with a current e-mail address that subscriber regularly checks so that SGO BROADBAND may provide notices and communications to Subscriber at that address. SGO BROADBAND's right to contact Subscriber as described in this Section survives the termination of these Terms of Service.

11. Termination and Expiration:

- a. Termination by Subscriber: Unless otherwise terminated, these General Terms shall automatically renew on a month to month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change.
- b. Termination for Bankruptcy: SGO BROADBAND shall have the right to terminate these General Terms immediately in the event that a voluntary or involuntary petition is filed by or against Subscriber under any law having for its purpose the adjudication of Subscriber as a bankrupt or the reorganization of Subscriber.
- c. SGO BROADBAND may terminate these services or reject any application or block access to or use of any component of any Service for any reason including, but not limited to if:
 - i. Subscriber violated these general terms as to this or another agreement is has with SGO BROADBAND; or
 - ii. The information required in the application process is or becomes incorrect, absent, or incomplete and the Subscriber fails to promptly notify SGO BROADBAND of any changes; or
 - iii. Subscriber threatened or harassed any SGO BROADBAND employee, agent, or contractor or representative; or

- iv. Subscriber's credit card issuer refuses a charge or any other payment method fails to compensate SGO BROADBAND; or
 - v. There is a violation of the Terms of Service or other agreements with respect to any Service, as determined in the sole discretion of SGO BROADBAND, or
 - vi. The amount of technical support required to be provided to Subscriber is excessive as determined in the sole discretion of SGO BROADBAND. Subscriber further agrees that in the event of termination pursuant to subsections (b) or (c), SGO BROADBAND shall have no liability to Subscriber.
- d. Obligations Upon Termination: The Subscriber agrees that upon termination of these General Terms:
- i. Subject to Section 15 below Subscriber will pay SGO BROADBAND in full for Subscriber's use of the Equipment and Services, as applicable, up to the later of the effective date of termination of these General Terms, the date on which the Service has been disconnected, or the date on which the Equipment is returned to SGO BROADBAND. The Subscriber agrees to pay SGO BROADBAND on a pro-rated basis for any use by the Subscriber of any Service for a part of a month:
 - ii. Subscriber will promptly return all Equipment to SGO BROADBAND. In the event that Subscriber fails to return any Equipment within ten (10) days of the termination of this agreement the Subscriber shall be additionally liable to SGO BROADBAND in accordance with its then current schedule of charges for non-returned Equipment.
- e. Renewal after Cancellation or Termination: Subscriber acknowledges and agrees that in the event of renewal after cancellation or termination of a Service, Subscriber shall be subject to the pricing, warranties, and Terms of Service as are effective at the time of such renewal. Subscriber shall not be eligible for new service until Subscriber pays all amounts due under the prior agreement.

12. Rates and Services. All Rates and Services are subject to change in accordance with applicable law.

13. Disconnection of Services for Nonpayment: If Subscriber's account becomes 21 days past due, a Late Notice will be sent to Subscriber. If Subscriber's account becomes 31 days past due, Subscriber will receive a Robo-Call with a reminder. If Subscriber's account becomes 33 days past due, the Subscriber's service will be suspended or disconnected. Subscriber must pay in full all amounts due, a Reconnect Fee based on the current SGO BROADBAND Rate, and a deposit in an amount to be determined by SGO BROADBAND. Subscribers agree to pay for Services on a timely basis and acknowledge that SGO BROADBAND does not extend credit to customers.

15. Right To Make Credit Inquiries: Subscriber authorizes SGO BROADBAND to make inquiries, to receive information about the Subscriber, including obtaining copies of Subscriber's credit report(s), to enter this information in Subscriber's file, and to disclose this information concerning Subscriber to appropriate third parties for reasonable business purposes.
16. SGO BROADBAND'S Reservation of Rights: SGO BROADBAND reserves the right to refuse, suspend or terminate Service to any person at any time for any reason not prohibited by law. When practical, SGO BROADBAND will provide notice that is reasonable under the circumstances before suspending or terminating Service to an existing Subscriber, and SGO BROADBAND will provide any Notice of suspension or termination that is required by law.
17. Indemnification. In requesting and accepting SGO BROADBAND Services, Subscriber agrees to defend, indemnify, and hold "SGO BROADBAND, including its officers, directors, employees, affiliates, subsidiaries, and authorized agents (individually and collectively, " SGO BROADBAND Indemnitees") harmless from and against any and all demands, claims, suits, judgments, expenses, (including without limitation reasonable attorney or witness fees), loss, damages to, or destruction of personal, real or intellectual property, bodily injury or death of any person, and other liabilities arising from:
- The installation, operation, provision, or other use of SGO BROADBAND Services and/ or Equipment;
 - Any violation of SGO BROADBAND'S Terms of Service;
 - The negligence, willful misconduct, violation of third party's right, of failure to comply with applicable law by (i) Subscribers, (ii) members of Subscriber's household, or (iii) Subscriber's guests, or (iv) any other person using the Services provided to Subscriber;
 - Libel or slander resulting from any use of the Service by (i) Subscriber, (ii) members of Subscriber's household (iii) Subscriber's guest, or (iv) any person using the Service provided to Subscriber;
 - Infringement or misappropriation of any patent, copyright, trademark name, trade secret, or other intellectual property rights (whether by transmission or material or otherwise) by (i) Subscriber, (ii) members of Subscriber's household, (iii) Subscriber's guest(s), or (iv) any other person using the Service provided to Subscriber, including that effected through combination of Subscriber's use of the respective Service{s} with facilities, equipment, or services provided or used by Subscriber or obtained from third parties;
 - Any unauthorized unlawful, or fraudulent use of or access to the Services, except as otherwise provided by applicable law; and
 - The foregoing defense and indemnity obligations exclude damages to the extent caused by the gross negligence or willful misconduct of the SGO BROADBAND indemnitees. Subscriber agrees that SGO BROADBAND indemnitees are not liable for any damage or liability resulting from the loss of Services (whether Internet, or voice Services), nor will Subscribers make any claims or undertake any actions against SGO BROADBAND indemnitees for loss of Service. Subscriber shall be solely responsible for any damage to or loss of SGO BROADBAND Equipment, unless such damage or loss is caused solely by the negligence or willful misconduct of SGO BROADBAND.

18. LIMITATION OF LIABILITY. THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION

APPLIES TO ANY ACTS, OMISSIONS AND/OR NEGLIGENCE OF SGO BROADBAND AND ITS THIRD-PARTY SERVICE PROVIDERS, AGENTS AND SUPPLIERS (AND EACH OF THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES). UNDER NO CIRCUMSTANCES SHALL SGO BROADBAND BE LIABLE TO CUSTOMER FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY ACTS OR OMISSIONS ASSOCIATED THEREWITH, INCLUDING ANY ACTS OR OMISSIONS BY THIRD PARTY SERVICE PROVIDERS, AGENTS OR SUBCONTRACTORS OF SGO BROADBAND, OR RELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE CAUSES OF SUCH LOSS OR DAMAGES OR WHETHER ANY OTHER REMEDY PROVIDED HEREIN FAILS. SGO BROADBAND'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICES OR ANY BREACH BY SGO BROADBAND OF ANY OBLIGATION SGO BROADBAND MAY HAVE UNDER THESE TERMS OF SERVICE OR APPLICABLE LAW, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR REPAIR OF ANY DEFECTIVE EQUIPMENT PROVIDED BY SGO BROADBAND. IN NO EVENT SHALL SGO BROADBAND'S LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THESE GENERAL TERMS EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD. SUBSCRIBER ALSO AGREES THAT IT SHALL NOT BE PERMITTED TO BRING ANY CLAIM WHATSOEVER AGAINST SGO BROADBAND THAT RESULTS IN WHOLE OR IN PART FROM SUBSCRIBER'S FAILURE TO COMPLY WITH THESE GENERAL TERMS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THESE GENERAL TERMS. YOUR RIGHT TO BRING CLAIMS AGAINST SGO BROADBAND IS LIMITED TO 1 YEAR AFTER RELEVANT EVENTS OCCURRED.

Your statement is due upon receipt. The delinquent date is on the statement. If payment is not received by the delinquent date your service will be interrupted. If your service is interrupted due to being delinquent, the internet reconnect fee is \$25.00. Late fees will apply.

It is the customer's responsibility to contact your local telephone company if you do not receive a monthly billing statement.

The system may not be used for any activity which may violate any criminal or civil laws. These include any activities involving drugs, gambling, prostitution, pornography, spreading computer viruses, cracking computer security systems, infringing on intellectual property, trafficking in credit card numbers, fraudulent marketing schemes, or trafficking in cellular telephone fraud information.

The systems may not be used to distribute mass unsolicited E-mail containing commercial advertisements or to post commercial advertisements to inappropriate locations on the internet.

The system may not be used to publish defamatory statements directed to or about other persons or entities on the internet.

Customers must respect the conventions and rules of news groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than ours.

The system may not be used to violate the copyright interests or other intellectual property interests of any person or entity. This includes, but is not limited to, the distribution or sharing of copyrighted software in violation of the copyright holder's rights.

Customers, including Home Page Customers, may not post any material to the system which is obscene, vulgar, or blatantly offensive to the prevailing moral standards of the community.

By signing this agreement and/or using the system, the customer expressly agrees to abide by all system rules as published from time to time and as interpreted by S-GO. System rules may be modified at any time by S-GO, with such changes to be published on the S-GO Home Page.

If S-GO has reason to believe customer is in violation of any system rules, or is conducting any activities it believes harmful to S-GO, the system, or other users, customer expressly agrees that S-GO may exercise any or all of the following remedies:

- S-GO may immediately terminate customer's access to the system, and shall have no obligation to return E-mails or other files stored on the system.
- S-GO may report the matter to the proper authorities and fully cooperate within any official investigation.
- S-GO may exercise any other right, remedy, or action which is appropriate in view of the nature of the violation of system rules or other harmful activity.

Customer agrees to defend, indemnify, and hold harmless S-GO, its officers, directors, agents, and employees from all claims, liabilities, and expenses, including reasonable attorney's fees, that arise from your breach of this agreement, including without limitation:

Any breach of this agreement by customer permits to use the S-GO Broadband Internet Service ("User"); Use of Internet for the unlawful placement or transmission of any information, software, or other materials on the internet; and



Claims for infringement of any third party proprietary right, including copyright, patent, trade secret, and trademark rights, arising from the use of any services, equipment, or software not provided by S-GO Broadband.

In the unlikely event S-GO Broadband is found liable in any manner whatsoever, then and in that event, the liability of S-GO for any cause shall never exceed the actual amount paid to S-GO by the customer for internet service, without interest.

Signature _____ Date _____

Billing Information

1. Any customer purchasing S-GO Broadband will be required to purchase a modem.
2. Not all modems are compatible with our broadband system. To ensure that you get the best signal possible, it is recommended that you purchase your modem from S-GO. S-GO assumes no responsibility for the modem, its operation, or maintenance.
3. All new S-GO internet customers will be given at no additional charge the amount of Category 5 cable and filters they need. This ensure that the signal is reliable.
4. S-Go Broadband does not come into the home to install wiring or install modems, however, customers can purchase the install service for an additional charge of \$50.00 for S-Go and \$60.00 for ARK-O payable upon sign up.
5. S-GO activation fee is \$25.00 payable upon sign up.
6. When filling out the application it is very important that you list any other family member or etc. that you wish to be on the account with you. If the names of any other responsible parties are not on the application they will not be allowed to call in any trouble or make any changes to the account.
7. I understand that charges will be prorated on my bill.
8. I understand there will be a \$50 trip charge if a truck is dispatched and the trouble is on customers side.

By signing below you indicate your acceptance of the terms and conditions above.

Signature _____ Date _____