



## Customer Agreement

By accepting software provided by wcomco.net/ wcomco.com and/or its affiliates and/or third party service, access and/or Feature providers and connecting to wcomco.net/wcomco.com, You (hereinafter referred to as "You" or "User" and variations thereof) agree to the terms and conditions contained in this agreement (the "Customer Agreement" or the "Agreement"). By utilizing the service of wcomco.net/wcomco.com, You agree not to use wcomco.net/wcomco.com in any way or for any purpose which violates U.S., state or local laws, regulations, court orders, injunctions, subpoenas, or warrants. Further, You agree not to use wcomco.net/wcomco.com to interfere with or disrupt users of the wcomco.net/wcomco.com network and/or the Internet, services and Features provided by wcomco.net/wcomco.com and/or its affiliates and/or third party service, access and/or Feature providers, and/or equipment utilized directly or indirectly by wcomco.net/wcomco.com and/or its affiliates and/or third party service, access and/or Feature providers.

Such interference or disruption includes, but is not limited to:

1. distribution of unsolicited advertising or spamming;
2. propagation of computer worms or viruses;
3. disruption of service provided to others;
4. Use of the network to make unauthorized entry to other computational, information or communication devices or resources.

Welcome to wcomco.net / wcomco.com! wcomco.net/wcomco.com provides its service to You, subject to the following Customer Agreement ("Agreement"). This is a legal agreement between You and the Collective Providers of wcomco.net/wcomco.com Internet Services ("wcomco.net/wcomco.com") for the use of the wcomco.net/wcomco.com portal and Internet access and related features (the "Service"). If You do not agree to the terms and conditions in this Agreement, do not register for or use the Service. By using the Service, You signify Your agreement with the terms and conditions of this Agreement. If You do not agree to all of the terms and conditions of this Agreement, You must Uninstall or remove the client software and destroy or return all associated materials to wcomco.net/wcomco.com.

**THE SERVICE:**

The Service consists of Broadband Internet Access connectivity to the wcomco.net/wcomco.com portal, as well as access or connectivity to any of the online resources, which may be provided by wcomco.net/wcomco.com or be available from other service providers participating in or connected to wcomco.net's/wcomco.com's Service, including without limitation, (1) personal Web pages available through wcomco.net/ wcomco.com or (2) programs, devices, enhancements, changes, upgrades, taxes, charges, changes and any other software, firmware, or hardware installed and/or added by wcomco.net/wcomco.com or third parties as part of wcomco.net's/wcomco.com's server configuration or provision of Services ("Features") Unless explicitly stated otherwise, any new or additional Features that enhance, change, configure, or reconfigure the current Service shall be subject to the terms and conditions of this Agreement and, by Your use of the Service after the installation and/or addition of such Features, You agree to be bound by this Agreement as enhanced, changed, configured, or reconfigured by such Features.

Broadband Internet Access Connectivity: Broadband access service consists of dedicated Internet Protocol ("IP") connectivity ("Dedicated Connections"). On Dedicated Connections wcomco.net/wcomco.com may, at its discretion, employ various access methods with limited geographical coverage areas including without limitation wireless, DSL, ISDN and Cable modem access methods. wcomco.net/wcomco.com reserves the right at any time and from time-to-time to discontinue, change and add various types of broadband access methods permanently or temporarily with or without notice. On Dedicated Connections wcomco.net/wcomco.com may, at its discretion, employ various methods and/or Features, including without limitation limited upstream and/or downstream data rates, to ensure Dedicated Connections are not converted to service provider dedicated connections or otherwise used in violation of the terms and conditions of this Agreement.

wcomco.net/wcomco.com, at its sole discretion, may provide to You, as a user of wcomco.net's/wcomco.com's Service, additional services and/or Features without additional charge. wcomco.net/wcomco.com reserves the right to add additional and/or separate charges for certain services and/or Features. These charges may appear on Your bill from wcomco.net/wcomco.com, or they may be billed to You separately by the providers of such services or features. Third party providers may, also, have additional registration or eligibility requirements in order to use their services. You acknowledge and agree that wcomco.net/wcomco.com is not responsible and shall not be liable, directly or indirectly, to You or to any third party to whom/which it is alleged You may be liable, for any damage or loss caused or alleged to be caused by or in connection with Your use of or reliance on any content, goods or services available on, by, or through any third party provider of services and/or Features.

**TERM AND TERMINATION:**

This Agreement for the use of the Service will be in effect from the date Your application is accepted by wcomco.net. This Agreement and Your use of the Service may be terminated by You by written notice to wcomco.net/wcomco.com (via e-mail, fax or U.S. mail) on or before 5:00 p.m. EST on the 15th of each

month to terminate the Service for the next month, unless otherwise specified by Your wcomco.net/wcomco.com service provider. This Agreement and Your use of the Service may be terminated by wcomco.net/wcomco.com at any time with or without notice to You for any reason, including without limitation, lack of use, nonpayment of fees, or if wcomco.net/wcomco.com believes, in its sole discretion, that You have violated or acted inconsistently with the letter or spirit of this Agreement. Pursuant to the Digital Millennium Copyright Act of 1998, wcomco.net/wcomco.com will terminate service to repeat copyright infringement offenders. wcomco.net/wcomco.com may, also, in its sole discretion and at any time, discontinue providing the Service and/or any Feature, or any part thereof, with or without notice to You. The provisions of paragraphs 4-16 and all obligations of and restrictions on You and any user of Your account with respect to the Service shall survive termination of this Agreement.

**SERVICE RATES; PAYMENT OF FEES; PENALTIES:**

The rates and charges for the Service shall be as set forth in Your Acknowledgement package or otherwise in accordance with wcomco.net's/wcomco.com rate schedule as in effect from time-to-time, a copy of which will be available online on the Service or otherwise shall be provided to You upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by wcomco.net/wcomco.com from time-to-time by notice to You provided on the Service or otherwise.

wcomco.net's/wcomco.com accounting cycle begins on the first day of each calendar month. You will be invoiced one month in advance for usage of the Service, either directly by wcomco.net/wcomco.com or through Your designated credit card company. Charges for accounts that are terminated, both by You or by wcomco.net/wcomco.com, are not prorated and shall be due for the entire month. You agree to pay the applicable fees as set forth on Your invoice by the due date, and to pay any interest or late fees incurred for late payment of the required fees.

Refunds are handled on a case by case basis. For questions/concerns/disputes/cancellations please contact us at 517-286-6211 or [info@wcomco.net](mailto:info@wcomco.net)

In the event You do not pay the fees invoiced to You by the due date, the Service will be inaccessible to You until You pay all fees owed to wcomco.net/wcomco.com as well as a reconnection fee.

**THE RESPONSIBILITIES OF USER:**

You agree that You will be the only user of Your username and password and that You will not transfer or disclose either Your username or password to any other person.

You agree not to transmit or publish on or over the Service any information, software or other content that (1) violates or infringes upon the rights of others, or could assist others in violating or infringing upon the rights of others or (2) could assist others in violating or breaking existing laws, rules, and regulations.

You agree to comply with all applicable laws, rules and regulations in connection with the Service and Your use thereof, and to cooperate with wcomco.net/wcomco.com and/or law enforcement personnel when requested.

You acknowledge and agree that You are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age) and that wcomco.net/wcomco.com does not screen or censor such content with regard to copyright, obscenity, safety, integrity or reliability. You agree to supervise usage of the Service by any minors whom You permit to use the Service, and You agree to be responsible for the use of the Service by such minors.

You acknowledge and consent that wcomco.net/wcomco.com can, pursuant to a subpoena, disclose Your name(s), address(es), phone number(s), types of Services used, length of use, connection times and durations, identification of the instrument used to connect, subscriber numbers (including any temporarily assigned or dynamic network addresses, and the means and source of payment(s) for the wcomco.net/wcomco.com Service.

You acknowledge and consent that wcomco.net/wcomco.com can, pursuant to a search warrant issued by a court in any US jurisdiction, disclose the contents of stored e-mail resident on wcomco.net's/wcomco.com's system for six months or less.

You acknowledge and consent that wcomco.net/wcomco.com can, pursuant to certain provisions of the law, be required to produce business records, including without limitation all items identified in this paragraph 4, as well as other tangible items, and that wcomco.net/wcomco.com may be compelled not to disclose the fact that such information and/or items were disclosed.

You acknowledge and consent that wcomco.net/wcomco.com can, cooperate with law enforcement to intercept and monitor the content of trespassers<sup>1</sup> communications through the wcomco.net/wcomco.com system. You will not be considered a trespasser if You maintain Your account in good standing.

You acknowledge and consent that wcomco.net/wcomco.com can, at its sole discretion in good faith, disclose contents of Your communications to the government (i.e., without a court order or subpoena) if the contents:

were inadvertently obtained by wcomco.net/wcomco.com and appear to pertain to the commission of a crime;

contain child pornography;

if necessary for wcomco.net/wcomco.com to protect its rights or property; or

if wcomco.net/wcomco.com reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.

You acknowledge and consent that wcomco.net/wcomco.com can, at its sole discretion in good faith, disclose Your name, address, business records and use of Service information to the government if necessary:

in response to a warrant or court order;

for the protection of wcomco.net's/wcomco.com's rights and/or property;

if wcomco.net/wcomco.com reasonably believes that an emergency involving immediate danger of death or serious physical injury to any person justifies disclosure of the information.

**ACCEPTABLE USE POLICIES:**

You acknowledge and agree that wcomco.net/wcomco.com has certain legal and ethical responsibilities with respect to the provision of the Services. wcomco.net/wcomco.com, therefore, strictly prohibits system abuse, which includes, without limitation, the following actions or the intent to take the following actions:

uploading, posting, e-mailing or otherwise transmitting any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harming minors in any way;

impersonating any person or entity, including, but not limited to, a wcomco.net/wcomco.com official, forum leader, guide or host, or falsely stating or otherwise misrepresenting Your affiliation with a person or entity;

forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Service;

uploading, posting, e-mailing or otherwise transmitting any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

uploading, posting, e-mailing or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

uploading, posting, e-mailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

uploading, posting, e-mailing or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of the Service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;

interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service;

intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

"stalking" or otherwise harassing another; or

collecting or storing personal data about other users.

wcomco.net/wcomco.com may take such actions as it deems appropriate against You for violations of these policies, including, without limitation, removing any content that violates this Agreement, terminating this Agreement and Your use of the Service, and cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court having jurisdiction over the subject matter or taking whatever action that wcomco.net/wcomco.com is authorized to take pursuant to the USA PATRIOT Act of 2001. However, there is no promise or obligation on wcomco.net's/wcomco.com's part to monitor or police any such activity, and wcomco.net/wcomco.com will have no liability to any party for any other party's violation of these policies.

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**YOUR REMEDIES:** Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for wcomco.net/wcomco.com to use commercially reasonable efforts to repair the Service. Your only remedy for any situation in which it is determined that wcomco.net/wcomco.com acted improperly and/or did not act in good faith is termination of Your Service and a pro-rated refund for unused time.

**LIMITATION OF LIABILITY:** In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of Your remedies under this Agreement fail of their essential purpose, You expressly agree that under no circumstances shall wcomco.net's/wcomco.com's total liability to You or any party claiming by, through or under You for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by You for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

**INDEMNIFICATION BY YOU:** You shall indemnify and hold harmless wcomco.net/wcomco.com and any of its underlying service providers, information providers, licensors, licensees, employees, associated third parties, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to Your use of the Service, or any act, error, or omission of You or any user of Your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; initiation or facilitation of unsolicited commercial e-mail or "spam," whether through the wcomco.net/wcomco.com Service or otherwise; fraud or deceptive trade practices; unauthorized use of or access to the wcomco.net/wcomco.com or other computer system or systems; violation of any applicable law, rule, or regulation; or failure to cooperate with wcomco.net/wcomco.com or law enforcement personnel when requested.

**USE OF MATERIALS, MARKS AND INFORMATION:**

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wcomco.net/wcomco.com reserves the right to use and/or copy such material in the day-to-day operation of its business.

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Ownership of all graphics, text or other information or content materials supplied or furnished by You for incorporation into or delivery through Your personal Web page shall remain with You (or the party which supplied such materials to You). Ownership of any software developed or modified by wcomco.net/wcomco.com and all graphics, text or other information or content materials supplied or furnished by wcomco.net/wcomco.com for incorporation into Your personal Web page, shall remain with wcomco.net/wcomco.com (or the party which supplied such materials to wcomco.net/wcomco.com), and may be used only while You are obtaining the personal Web page

feature from wcomco.net/wcomco.com. You have no right to use the personal Web page feature, other than the permission given you by wcomco.net/wcomco.com, which can be revoked at any time. The domain name and address (URL) granted to You for use with the personal Web page feature shall remain the property of wcomco.net/wcomco.com, shall be used by You only so long as You are obtaining the personal Web page feature from wcomco.net/wcomco.com hereunder, and may be subject to change by wcomco.net/wcomco.com or applicable Internet domain name registry or granting authority from time-to-time. wcomco.net/wcomco.com reserves the right to approve subscriber Uniform Resource Locator (URLs) that will be used in conjunction with a wcomco.net/wcomco.com registered domain name and personal Web page feature. URLs registered using a wcomco.net/wcomco.com owned domain name are not transferable by subscribers upon account termination and will be retained by wcomco.net/wcomco.com. You agree that if notified by wcomco.net/wcomco.com , or any person or entity authorized by wcomco.net/wcomco.com to contact users of the personal Web page service, as stated above in paragraph 14(a), that You must cease and desist adding to, changing, or removing material from Your personal Web page, You agree to allow wcomco.net/wcomco.com or law enforcement personnel to take possession of and operate Your personal Web page without notice to any third party, and that You will not disclose or make reference in any way to this use of Your personal Web page.

**You acknowledge and agree:**

that the primary function of wcomco.net's/wcomco.com's personal Web page feature as it relates to Your personal Web page is to facilitate access by end users to the information provided through Your personal Web page;

that wcomco.net/wcomco.com has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through Your personal Web page; and

that You are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through Your personal Web page.

You represent and warrant that You will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with Your personal Web page prior to posting it on Your personal Web page. You shall indemnify and hold harmless wcomco.net/wcomco.com from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to Your personal Web page or an end user's use thereof, or any act, error, or omission of Yours in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; fraud or deceptive trade practices; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; or violation of any applicable law, rule, or regulation.

**GENERAL:**

wcomco.net/wcomco.com shall not be responsible for any delay in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any telephone network or any other occurrence commonly known as force majeure, or because of wcomco.net's/wcomco.com's cooperation with law enforcement.

Your right to use the Service is not transferable and is subject to any limits established by wcomco.net/wcomco.com, and by Your credit card company if billing is through a credit card.

No action, regardless of form, arising out of the Service or this Agreement may be brought by You or any party claiming by, through or under You more than one year after the cause of action has arisen.

This Agreement and the Service shall be governed by the laws of the State of Michigan, without regard to its conflicts of laws<sup>1</sup> provisions. By using the Service, You agree that any disputes between You and wcomco.net/wcomco.com shall be brought exclusively in the State of Michigan or the United States District Court for the District of Michigan. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

This Agreement and any modifications published by wcomco.net/wcomco.com over the Service constitute the entire and only agreement between You and wcomco.net/wcomco.com with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. By posting updated versions of this Agreement on the Service or otherwise providing notice to You, wcomco.net/wcomco.com may modify the terms of this Agreement or prices for the Service, and may discontinue or revise any or all other aspects of the Service in its sole discretion and without prior notice. All such changes shall become effective upon posting of the revised Agreement on the Service. The updated, online version of this Agreement shall supersede any prior paper or disk-based copies of this Agreement that may have been included in the Acknowledgement package, any browser software or related materials provided by wcomco.net/wcomco.com.

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