

POLLY BUTTE NETWORKS, LLC
INTERNET SERVICE AGREEMENT

1. INTRODUCTION.

Polly Butte Networks, LLC provides its Internet services, as they may exist from time to time (“Services”), to users who pay a monthly service fee to subscribe to the Services (“Members”) as well as to those who access some of our Services but do not have accounts (“Visitors”). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable use policy.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services.

Connection speeds are maximum best-case scenarios and are not guaranteed to be available at all times. Polly Butte Networks, LLC, LLC Broadband Wireless internet access is provided over a shared network and users compete for the available bandwidth, consequently speeds will vary depending upon geographic specific environmental issues, Member’s computer, Internet traffic, associated equipment, and other factors.

Polly Butte Networks, LLC provides equipment to link Members to our network from outside the Members home or business. Upon cancellation of service all Polly Butte Networks, LLC equipment must be returned or the Member will be charged \$300 for the Antenna equipment.

The Member grants Polly Butte Networks, LLC access to the installed Antenna equipment for purposes of maintenance, repair or repossession.

2. PAYMENT OBLIGATIONS OF A MEMBER.

- Members must (i) provide Polly Butte Networks, LLC with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to Polly Butte Networks, LLC all changes to this information within thirty (30) days of the change. Members are responsible for any charges to their account.
- Members having questions regarding charges to an account, should contact Polly Butte Network’s Customer Service Department at 951 927-8686. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.
- Charges are billed to Members’ credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. Polly Butte Networks, LLC is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Polly Butte Networks, LLC.
- Delinquent accounts may be suspended or canceled at Polly Butte Network’s sole discretion; however, charges will continue to accrue until the account is canceled. Polly Butte Networks, LLC may bill an additional charge to reinstate a suspended account.
- Polly Butte Networks, LLC may charge for taxes and other applicable fees.

3. MONITORING THE SERVICES.

Polly Butte Networks, LLC has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if Polly Butte Networks, LLC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Polly Butte Networks, LLC may immediately remove your material or information from Polly Butte

Network's servers, in whole or in part, which Polly Butte Networks, LLC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

4. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY POLLY BUTTE NETWORKS, LLC, POLLY BUTTE NETWORKS, LLC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. POLLY BUTTE NETWORKS, LLC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. POLLY BUTTE NETWORKS, LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. POLLY BUTTE NETWORKS, LLC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH POLLY BUTTE NETWORKS, LLC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY POLLY BUTTE NETWORKS, LLC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. POLLY BUTTE NETWORKS, LLC AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, POLLY BUTTE NETWORKS, LLC'S CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A THREE MONTH PERIOD.

5. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain "Pollybutte.net" or any other site operated by Polly Butte Networks, LLC (the "Web site") is a complimentary information service offered by Polly Butte Networks, LLC at no charge to users.

We may provide links on the website to other sites which are not under our control. In general, any website which has an address (or URL) which does not contain "PollyButte.net" is such a site. These links are provided for convenience only and are not intended as an endorsement by Polly Butte Networks, LLC of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our website on another site, provided that: (a) the link must be clearly marked "Polly Butte Networks, LLC", (b) the link must "point" to the URL "http://www.pollybutte.net" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Polly Butte Networks, LLC, (e) the link, when activated by a user, must display this site full-screen and not within a "frame" on the linked Web site, and (f) Polly Butte Networks, LLC may, in its sole discretion, revoke consent to link to our website at

any time. All other hypertext links to the Web site must be approved in writing by Polly Butte Networks, LLC.

Some portions of the site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Polly Butte Networks, LLC. Polly Butte Networks, LLC assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Polly Butte Networks, LLC harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Polly Butte Networks, LLC from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. Polly Butte Networks, LLC will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the website or providing material to Polly Butte Networks, LLC to use on the website will be deemed to be a grant by you to Polly Butte Networks, LLC of a license to the material to include the material on the website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

6. TERM OF AGREEMENT.

This is a 2 year service contract from the date of agreement. Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to terminate your account.

7. TERMINATION.

A 30 day notice of intent to terminate service is required. If the member desires to cancel service, before the 2 year period has expired, then the member will promptly pay \$150 early termination fee, upon giving notice of their intent to quit or cancel services provided.

Notice of intent to terminate services provided by Polly Butte Networks, LLC can be given by:

- Registered or certified mail, return receipt requested addressed to:
Polly Butte Networks, LLC • 26190 Thacker Dr., • Hemet, CA 92544
- Telephone calls directed to Customer Service at 951 927-8686, followed by an email to dean@pollybutte.net copy to support@pollybutte.net.

To terminate Wireless service, you must call 951 927-8686. Your termination will only be complete upon your receipt of a cancellation confirmation number from Polly Butte Networks, LLC. Charges to your account will stop accruing the day Polly Butte Networks, LLC provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. Email cancellation requests will be accepted. If your account included space on Polly Butte Networks, LLC's servers, anything stored on this space will be deleted upon termination.

Without prior notice, Polly Butte Networks, LLC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if Polly Butte Networks, LLC, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. Polly Butte Networks, LLC may provide termination notice to you by: email addressed

to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

8. JURISDICTION.

California residents are entitled to the following information:

- The service is provided by:
Polly Butte Networks, LLC • 26190 Thacker Dr. • Hemet, Ca. 92544 • 951 927-8686.
- Charges vary depending of the type of service. Current pricing may be obtained from our website: www.pollybutte.net. Polly Butte Networks, LLC reserves the right to change prices and institute new fees at any time upon 30 days prior notice.
- Complaints and questions about the service should be directed to Polly Butte Networks, LLC Customer Service at 951 927-8686. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street #501, Sacramento, CA 95814 or by telephone at 916 4451254.
- Actions arising from this agreement may be brought in an appropriate California small claims court.

9. MISCELLANEOUS.

This Agreement, the Acceptable use policy and Polly Butte Network's other user policies posted on Polly Butte Network's Web site constitute the entire agreement between you and Polly Butte Networks, LLC with respect to your use of the Services.

Polly Butte Networks, LLC may revise, amend, or modify this Agreement, the Acceptable use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Polly Butte Network's Web site (www.pollybutte.net) and/or on Member's start pages and/or by email and/or in our various publications and mailings to Members.

Version 4
Effective 17 September 2009


Signature Page

Date of agreement:

Member signature of agreement to the terms and conditions:

Polly Butte Networks, LLC:

Agreement Authorized by:

A handwritten signature in black ink, appearing to read "Dean K. Henningsen", enclosed within a large, loopy oval scribble.

Dean K. Henningsen
CEO and Senior Network Engineer
Polly Butte Networks, LLC (www.pollybutte.net)
951.927.8686

Customer Address:

Desired Email:

Desired Password:

Radio

IP:

Login:

Password:

Router

IP:

Login:

Password: