



WELCOME TO FulAIR! Thank you for giving us the opportunity to provide you affordable, reliable high-speed Internet access. We look forward to you becoming a new FulAIR customer.

Customer Agreement

This Agreement describes the terms and conditions between you and FulAIR, Inc. ("FulAIR," "Us" or "We") applicable to FulAIR's Service. Please read this Agreement carefully since it contains important contract rights and obligations between you and FulAIR, as well as important limitations on those rights. If you would like to contact us, you may call (337) 310-1510 or write to:

FulAIR
701 South MLK Pkwy
Lake Charles, LA 70601
Attention: Candy

1. The Service.

Description. The Service consists of a wireless-based Internet access service as further described in this Agreement (the "Service"). Service is available in the Lake Charles area with an unobstructed view of the towers equipped with FulAIR Internet Service. In order to receive the Service, you must pay an installation fee designated by FulAIR ("FulAIR Equipment"). Only a FulAIR-authorized installer may install the FulAIR Equipment in your residence or business.

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

3. Service Commitment.

3.1 Minimum Service Commitment. All Residential "FulAIR" service plans require a 12-month minimum service term ("Minimum Service Term"). Any business "FulAIR" service plans taking advantage of monthly installation payment options require a 12-month service term ("Minimum Service Term"). If you terminate service prior to the expiration of the Minimum Service Term, you will owe (and your credit card, debit card, or bank account may be charged) the Termination Fee as described below. You may not downgrade your service plan to a lower service package until 30 days after activation of your FulAIR Service.

3.2 Term and Renewal. 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 FulAIR in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by you or FulAIR in accordance with this Agreement.

3.3 Termination Fees. If you cancel your order before installation, you will not be charged. If you cancel the Service after installation but before completion of the Minimum Service Term, you will be charged a Termination Fee equal to the number of months left in your Minimum Service Term multiplied by your base monthly fee. You are required to return, and FulAIR is obligated to de-install, the FulAIR Equipment.

4. Who May Use The Service? - Responsibility And Supervision.

4.1 Age and Account Set-Up.

You represent that the Service will be installed and used solely in your residence or a home office in your residence. You represent that you are at least 18 years of age. You agree that you are responsible for obtaining installation services for the FulAIR Equipment from a FulAIR-authorized installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is used.

4.2 Multiple Use of Account. Up to three computers in your residence or business may receive FulAIR Services under a single billing account. For an additional premium, other computers in your residence or business may receive FulAIR Services under a single billing account. Your "household" is limited to the single address where you reside and where the Service is initially installed. Your "business" is limited to the single address where the Service is initially installed unless otherwise agreed to in writing and disclosed in the billing terms and attached to this contract. Neither shall include adjacent apartments, residences, offices or any type of space not physically associated with your address. Any use of the Services other than as specified above constitutes an unlawful and unauthorized use of the Service and a material breach of this Agreement, regardless of whether you receive any compensation for such use, and may result in the immediate termination of the Services and the imposition of the Termination Fee, without prejudice to any rights and remedies available to FulAIR under this Agreement, at law and at equity.



4.3 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the FulAIR's Equipment in location(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 obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that FulAIR or our designated service provider will be required to access your premises or system and to install and maintain the FulAIR Equipment, including the antenna and its components, necessary for you to receive the Service inside and outside your home or business. By signing this Agreement, scheduling a service or installation visit, and permitting us to enter your home, you are authorizing FulAIR to perform all of the above actions.

FULAIR 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. 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. ONCE SERVICE IS ESTABLISHED FULAIR WILL NOT PERFORM RESIDENTIAL TROUBLESHOOTING AND / OR REPAIRS OUTSIDE THE NORMAL BUSINESS HOURS OF 8:00 A.M. – 4:00 P.M. MONDAY THROUGH FRIDAY. IF SERVICE INTERRUPTIONS ARE DUE TO FULAIR EQUIPMENT FAILURE THE CUSTOMER WILL BE CREDITED FOR THOSE DAYS WITHOUT SERVICE WITHIN THAT BILLING PERIOD. ANY SERVICE CALL THAT DETERMINES INTERRUPTION WAS NOT DUE TO FAULTY FULAIR EQUIPMENT SHALL WARRANT AN ADDITIONAL \$175.00 CHARGE TO BE ADDED TO THAT MONTHS SERVICE AND BILLED WITHIN THE NEXT 90 DAY BILLING CYCLE.

4.4 Subscriber Responsibility. You agree that you are responsible for all access to and use of the Service through your account and for any fees incurred for 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.

5. Fees and Payment.

5.1 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 payment of the Termination Fees, if applicable. The monthly subscription fee 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, any registration, activation or monthly fees, ISP service charges, minimum charges 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, or 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, and are incurred by you or by users of your account. Additional terms relating to pricing, billing, and payment which are an integral part of this Agreement are set forth and available in writing (separately) signed and attached, and are incorporated into this Agreement. FulAIR reserves the right to correct and charge underbilled 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) Late Payment. If your payment is not received, by us, before the next statement is issued, you may be charged a late fee on the delinquent balance at the lesser of 1.5% per month or the maximum rate permitted by applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice. Termination of the Agreement by us due to your default or nonpayment will result in a Termination Fee owed by you.

5.2 Payment Authorization. Except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by FulAIR from time to time, you agree that FulAIR can charge your credit card or debit card ("Card Payment"), or initiate an electronic funds 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 FulAIR will bill your monthly Service fee in advance,



You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number) if used as a payment method. Changes to such information can be made at in writing to FulAIR at above given address. If you fail to provide us with any of the foregoing information, you agree that FulAIR may continue charging you for any service provided under your account. If we are unable to process your payment at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us. Your card issuer agreement governs use of your credit or debit card payment in connection with this Service and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If we do not receive payment from your credit or debit card issuer or its agent, you agree to pay us all amounts due upon demand by us. You agree that FulAIR will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

5.3 Disputes and Partial Payments. If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact our billing department. You must contact us within 45 days of receiving the statement on which the error or problem appeared. FulAIR will make available to you a statement for each billing cycle showing payments, credit purchases and other charges. FulAIR will not pay you interest on any overcharged amounts later refunded or credited to you. We may, but are not required to, accept partial payments from you. If partial payments are made, they will be applied to amounts owed by you starting with the oldest outstanding statement. If you send us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept them, without losing any of our rights to collect all amounts owed by you under this Agreement. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.

5.4 Reactivation. If your Service is suspended or terminated, including your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, 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. If your Service is suspended or terminated for any reason, including at your request or because of your failure to pay past due amounts, and you want to reactivate the Service, you agree to pay a reactivation fee in accordance with our then current rates. In addition 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.

5.5 Credit Inquiries and Reporting. You authorize us to make inquiries and 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 non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.

6. Modifications, Rights of Cancellation or Suspension.

6.1 Modification of this Agreement. Upon notice, we may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. If you do not agree to such changes or additions, then you must terminate this Agreement in accordance with Section 6.3 and stop using the Service prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications. If a change results in an increase of the monthly fee by more than 25%, however, you may terminate your Service, without incurring any Termination Fee, by calling us within 30 days after the first statement reflecting such changes is issued.

6.2 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. Your use of the Service after the effective date of such changes or additions constitutes your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use and Fair Access Policies, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if your e-mail account has not been accessed by you within a time established by us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to FulAIR or its subscribers, subject to our Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.



6.3 Termination by Subscriber. Subject to your payment of the Termination Fee and the fee for Services for the full billing cycle in which termination occurred, you may immediately terminate this Agreement and discontinue the Service at any time upon written or telephone notice to us. 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.

6.4 Termination or Suspension by FulAIR. 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 to suspend (with or without notice) or terminate access to or use of the Service, in whole or in part.

6.5 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. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by you or any user of your account.

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7. Permitted Use And Restrictions On Use.

7.1 Restrictions On Use Of The Service. FulAIR reserves the right to terminate immediately the Service and this Agreement if you knowingly or otherwise engage in any prohibited activity or if you use the FulAIR Equipment or Service in a way, which is contrary to any FulAIR policy. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with FulAIR's Acceptable Use and Fair Access Policy incorporated into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to you, to a particular IP address, even if you have ordered, a static IP address.

7.2 Fair Access Policy At FulAIR, our goal is to give each of our customers the fastest service possible at the lowest possible price. We are always striving to develop programs and policies that help make that possible. Our Fair Access Policy is designed to impact the fewest customers while helping ensure the best speeds for the vast majority of our customers.

FulAIR, estimates that a small percent of customers, account for a disproportionate share of data usage on the FulAIR network. To ensure that all FulAIR customers have equitable access to the FulAIR network, FulAIR has implemented a Fair Access Policy (or "FAP"). FulAIR sets usage thresholds on the amount of data you can upload and download within stated time periods. If you exceed these thresholds, FulAIR will temporarily limit the speed at which you can send and receive data over the FulAIR access network. You will still be able to use the FulAIR Internet access service but your speed will be slower. In cases of extreme and continued violation of the FAP limitations, your service may be suspended. FulAIR may use other traffic management and prioritization tools to help ensure equitable access to the FulAIR network for all customers. Your FulAIR Internet access is not guaranteed and is subject to this FAP. Based on an analysis of typical customers, we have set a monthly limit on data usage per customer, called a monthly Usage Threshold. Thresholds are significantly above the amount of data that is used by a typical customer. Every day, we measure your upload and download data usage ("Actual Usage") to determine if your actual data usage in any calendar month exceeds the Usage Threshold. If at any time during a calendar month your Actual Usage is above the monthly Usage Threshold, we will reduce your FulAIR access speeds, typically to 128 kbps in the downstream (from the Internet to you) and 28 kbps in the upstream (from you to the Internet), for the remainder of the calendar month. At the beginning of the next calendar month, you will be restored to your original speed levels. You are likely to avoid any limitations imposed by the FAP if your use is typical of the majority of Internet users, and consists primarily of Web surfing and a reasonable amount of downloading. The table below shows the monthly FAP limits for each plan. These limits specify the amount of data that you can upload and download before your access speed is reduced. Please note that your Actual Usage is far more likely to exceed the FAP limits below if you use peer-to-peer file sharing programs, you use a webcam or you download full length movies, large quantities of music files, full software applications or similar high-bandwidth activities.

FulAIR FAP Monthly Usage Thresholds



Upload Threshold (GB) 7.5

Download Threshold (GB) 25

1. Upload Threshold is the volume of data that can be uploaded during a calendar month before the Fair Access Policy may restrict the user's speeds.

2. Download Threshold is the volume of data that can be downloaded during a calendar month before the Fair Access Policy may restrict the user's speeds.

FulAIR Internet access is not guaranteed.

7.3 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside your residence or business (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is for personal and limited commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-FulAIR local area network or wide area network. In addition, other prohibited activities include connecting multiple computers behind the router to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of the Acceptable Use Policy, Fair Access Policy or terms of any other policy or plan, or running programs, equipment, or servers from your residence or business that provide network content or any other services to anyone outside of your premises. You may not connect the FulAIR Equipment to any computer outside of your residence or business, nor more than the number of computers permitted under Section 4.2.

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

7.5 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service and this Agreement.

7.6 Security. You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, FulAIR may immediately suspend your Service until such time as your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

7.7 Responsibility of Subscriber. You are responsible for any misuse of the Service, even if misuse, is committed by a friend, family member or guest with access to your Service. If your FulAIR Equipment is stolen or otherwise removed from your premises without your authorization you must notify FulAIR immediately, or else you will be liable for payment for unauthorized use of the FulAIR Service or FulAIR Equipment.

8. Use And Control Of Information; Member Communication; Ads.

We may, without obligation, liability or notice, except to the extent prohibited by applicable law, distribute, loan, sell or otherwise share with other persons or entities user lists (subscriber account information that does not identify you by name, address or similar personally-identifiable information) as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and user information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, we may maintain and use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, fax, telephone, e-mail, mail and other communications to our Subscribers and users on matters pertaining to the Service, its features, its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with us our representatives, and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither you nor any user shall have any claim with respect to any proceeds from such activities.

9. FulAIR Equipment.

The terms applicable to the FulAIR Equipment are governed by this agreement or other documents evidencing such. Reference Section 3.3



10. Warranties and Limitations of Liability.

10.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. FULAIR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES FULAIR MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. FULAIR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY FULAIR SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE FULAIR PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, WE CANNOT AND DO NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS NOT ALLOWED BY Version 1.0 4 APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

10.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FULAIR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT FULAIR'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO FULAIR BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

10.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if FULAIR or others were advised or aware of the possibility or likelihood of such damages or liability. The foregoing shall not apply in states where such exclusions are prohibited.

10.4 Service Interruptions. Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a significant length of time that is within our reasonable control, upon your request we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

10.5 Indemnity. You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys 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 this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

10.6 Third Party Beneficiaries. The provisions of this Section 10 are for the benefit of us and our respective contractors, information or content providers, service providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.



11. General

11.1 Limits on Transfers. Unless otherwise agreed in writing, your right to use the Service, or to designate other users of your account, is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

11.2 Notices, Disclosures and Other Communications. Where notification by FulAIR is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify us on any change in your email or postal address in writing or electronically at the above given address.

11.4 Construction and Delegation. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide to services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

11.5 Miscellaneous. If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term, shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

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

11.7 Entire Agreement. This Agreement specifically constitutes the entire and only agreement with respect to its subject matter between you and ourselves, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

Customer

_____ Date: _____

Signature

Print Name: _____

FulAIR Customer Account Number: _____

Address: _____

FulAIR Representative

_____ Date: _____

Signature

Print Name: _____

Revised June 20, 2005