

Visitor Agreement

Introduction

This web site is a service of Signalnet Broadband Inc. and its affiliates ("SignalNet"). By using this web site, you agree to the terms of this visitor agreement ("Visitor Agreement"). You should read this Visitor Agreement carefully. If you don't accept the terms of this Visitor Agreement, please don't use the SignalNet web site. Each time you use this web site in the future, you agree to the terms of the Visitor Agreement as it exists at the time of your use.

Use

You may view, copy or print pages from this site solely for personal, non-commercial purposes, provided that you maintain all copyright notices, trademark legends and other proprietary rights notices. Any other use is prohibited. You may not use, modify, copy, print, display, reproduce, distribute or publish any information from this site for any other purpose without SignalNet's written permission. SignalNet may make changes to this site or to the services or products described in this site at any time, without notice.

You shall not use this web site in any way that, as determined by SignalNet in its sole discretion, violates any applicable law or any third party's property rights, or that restricts or inhibits any other user from using this web site. You shall not post on or transmit through this web site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially or ethnically objectionable, or otherwise objectionable material of any kind, including any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate applicable laws.

Any conduct, communication, or content that, in the sole discretion of SignalNet, (i) violates applicable law, or (ii) is harmful or objectionable to individual users or to SignalNet, or (iii) infringes any rights of SignalNet or any third party, is prohibited. We cannot ensure prompt removal of questionable content after online posting, however. SignalNet and its representatives do not assume liability for any action or inaction with respect to conduct, communication, or content on this web site.

Purchase of Service

All purchases and use of services or products through the SignalNet web site are governed by our SignalNet Terms of Service, our Acceptable Use Policy, and other policies set forth on our web page. Please read them before making a purchase or any use. To learn more about SignalNet services and products, you can visit our web site www.SignalnetBroadband.com or call 972-429-9306.

No Guarantee of Reliability or Security

We try to provide accurate information through our web site, but we do not guarantee, and are not responsible for, information you find on our web site. SignalNet does not endorse any particular third parties, or their sites, merely because we provide a link to their web site.

SignalNet uses reasonable precautions to protect the privacy of your personal information, such as credit card and other ordering information, but SignalNet does not guaranty the security of your information. SignalNet utilizes a Secure Socket Layer ("SSL") connection. Accordingly, your credit card and other ordering information, such as your name and address, is encrypted using the SSL connection and is not expected to be read in an intelligible form as it travels to the SignalNet order processing system. If your browser does not support the use of an SSL connection or if you prefer not to send your credit card number over the Internet, you can place your order by calling SignalNet at 972-429-9306 You must protect your username and password. Please log off before closing the browser window if you access your account from a public computer.

To obtain access to certain services through the SignalNet web site, you may be given an opportunity to register with SignalNet. As part of any such registration process, you will select a member name and password. You agree that the information you supply during that registration process will be accurate and complete and that you will not register using a fictitious name or under the name of, nor attempt to enter our site under the name of, another person. SignalNet reserves the right to reject or terminate any member name that it deems offensive. You will be responsible for preserving the confidentiality of your password and will notify SignalNet of any known or suspected unauthorized use of your account.

Ownership of Information

"SignalNet" and our logo are trademarks of SignalNet. Corporation and/or its affiliates. All other trademarks, product names, and company names and logos appearing on this web site are the property of their respective owners. You must obtain permission from those owners before copying or using the owner's trademarks, product names and company names and logos.

The information, data, software, photographs, graphs, videos, graphics, music, sounds, page headers, custom graphics, button icons, and other materials contained in this web site (collectively, the "Content") are protected by copyrights, trademarks, trade secrets and other proprietary rights. These rights are valid and protected in all forms, media and technologies now existing or hereafter developed. In addition, this web site is copyrighted as a collective work under the U.S. copyright laws, and SignalNet owns a copyright in the selection, coordination, arrangement, and enhancement of all content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part.

Content Submissions

Certain portions of this web site may allow you to post or upload comments, messages, materials, information, or other content (collectively, 'User Generated Content'). SignalNet has no obligation to review User Generated Content posted and/or submitted by any persons accessing this web site. SignalNet is not in any manner responsible for User Generated Content, it does not guarantee the accuracy, integrity or quality of User Generated Content, and it cannot assure that harmful, inaccurate, deceptive, offensive, threatening, defamatory, unlawful or otherwise objectionable User Generated Content will not appear on this web site. You acknowledge that by providing you with the ability to access and view User Generated Content on this web site, SignalNet is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any User Generated Content or activities of users on this web site. Without limiting the generality of the foregoing, you acknowledge and agree that the information, materials and opinions expressed or included in any User Generated Content are not necessarily those of SignalNet.

You acknowledge and agree that SignalNet has the absolute right, but not the obligation, to monitor User Generated Content posted to this web site in its sole discretion. In addition, SignalNet reserves the right to alter, edit, refuse to post, or remove any such User Generated Content, in whole or in part, for any reason or for no reason, and to disclose such User Generated Content and the circumstances surrounding their transmission to any third party. You agree that SignalNet does not have any obligation to use or respond to any User Generated Content.

You may not post or otherwise distribute User Generated Content to this web site which SignalNet in its sole discretion determines to be abusive, harassing, threatening, defamatory, obscene, an impersonation of others, fraudulent, deceptive, misleading, in violation of a copyright, trademark or other intellectual property right of another, invasive of privacy or publicity rights, in violation of any of SignalNet's other rights, illegal, or otherwise objectionable to SignalNet. You may not upload commercial content on this web site or use this web site to solicit others to join or become members of any other commercial online service or other organization. You may be required to register and/or agree to additional terms of use prior to being permitted to post or otherwise distribute User Generated Content to this web site. You shall indemnify and hold SignalNet harmless with respect to all claims resulting from User Generated Content you supply.

Your User Generated Content is not confidential or proprietary. When you post User Generated Content to this web site, you authorize SignalNet to make such copies thereof as it deems necessary in order to facilitate the posting and storage of the User Generated Content on this web site. You grant to SignalNet a non-exclusive, irrevocable, worldwide, perpetual, royalty-free right to use, reproduce, distribute, transmit, create derivative works, publicly display any of your User Generated Content in any manner or media now or later known, including but not limited to the right to sublicense and assign and commercialize the User Generated Content without any compensation due to you. SignalNet does not assert any ownership over your User Generated Content; rather, as between SignalNet and you, subject to the rights granted to SignalNet in this Visitor Agreement, you retain full ownership of all of your User Generated Content and any intellectual property rights or other proprietary rights associated with your User Generated Content.

You agree that you shall immediately notify SignalNet in writing of any objectionable content appearing on this web site. SignalNet will make good faith efforts to investigate allegations that any User

Generated Content violates this Visitor Agreement but (a) makes no warranty to you that it will edit, remove, or continue to permit the display of any specific User Generated Content, whether or not subject to such allegations, and (b) will have no liability whatsoever for editing, removing, or continuing to permit the display of any User Generated Content. Any use of any content on the Website, including without limitation User Generated Content, will be at your own risk.

No Warranties

THE INFORMATION PROVIDED AT OR THROUGH THIS WEB SITE IS PROVIDED 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, NON-INFRINGEMENT, NON-INTERFERENCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SignalNet NOR IT AFFILIATES OR LICENSORS WARRANT THAT THIS WEB SITE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE AT OR THROUGH THIS WEBSITE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEB SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

This web site may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications or upgrades, and for other reasons within and outside of the direct control of SignalNet. You are responsible for implementing sufficient procedures to satisfy your particular requirements for the accuracy of information obtained through this web site. Although SignalNet employs security measures, SignalNet cannot guarantee the security of this web site or information provided through this web site, or viruses, worms, trojan horses or other code that manifests contaminating or destructive properties will be detected or remediated by SignalNet.

Limitations on SignalNet Liability

NOTWITHSTANDING ANYTHING ELSE IN THIS VISITOR AGREEMENT, NEITHER SIGNALNET NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE OR OBLIGATED UNDER THIS VISITOR AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THIS WEB SITE OR ACCESS TO THE INTERNET, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR FOR ANY LACK OR BREACHES OF SECURITY OF THIS WEB SITE OR STORAGE OF YOUR DATA.

These limitations apply whether the claim is based on breach of contract, breach of warranty, negligence, product liability, or any other basis, and apply whether or not SignalNet was informed of the likelihood of any particular type of damages. If you are dissatisfied with this web site, or if you have any other dispute with SignalNet relating to this web site, then your sole and exclusive remedy is to discontinue using this web site. Some of the disclaimers and exclusions in this Visitor Agreement may

not apply to you because some states do not allow the disclaimer of certain warranties or the exclusion of liability for consequential or incidental damages. In any such case, the liability of SignalNet shall be limited to the greatest extent permitted by law.

Miscellaneous

This Visitor Agreement has been made in and will be construed in accordance with the laws of the State of Texas. By using the SignalNet web site, you consent to the exclusive jurisdiction of the state and federal courts in Texas, in all disputes arising out of or relating to this Visitor Agreement and your use of the SignalNet web site. Any cause of action or claim you believe you may have with respect to the SignalNet web site or any SignalNet service or product obtained through the SignalNet web site must be brought within one (1) year after the alleged claim or cause of action arises. Any failure to insist upon or enforce strict performance of any provision of this Visitor Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Visitor Agreement.

We reserve the right to suspend service or deny access to our site for any reason. Neither such termination of access, nor any action or inaction by you or any other user of this web site, shall suspend or terminate your obligations under this Visitor Agreement.