

**Cairo Net by Tazca Connects**  
**Customer Service Agreement**  
Effective date: March 1, 2019

CAIRO NET INTERNET SERVICES

Thank you for choosing CAIRO NET by TAZCA CONNECTS ("CAIRO NET") for your Internet needs. Once your service order is accepted by CAIRO NET, with offices at 1702 Washington Avenue, Cairo, IL, 62914, this Customer Service Agreement and all documents referred to herein ("Agreement") will constitute a binding agreement between you ("You", "Customer", "Subscriber") and CAIRO NET ("We", "Our", "Us") for Service(s). This Agreement governs both the Service and any Devices, such as an IP modem, IP dongle, IP phone or any other IP connection Device ("Device" or "Equipment"), used in conjunction with the Service.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CAIRO NET RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE ON [WWW.CAIRONET.NET](http://WWW.CAIRONET.NET) TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.

This Agreement takes effect on the date on which you accept this Agreement and continues until your subscription is terminated either by you or by CAIRO NET.

CAIRO NET is responsible to provide best-effort Internet connections between the CAIRO NET provided wireless equipment and our Internet backbone. CAIRO NET is not responsible for download speeds from points anywhere further on the World Wide Web, as these are affected by several factors beyond our control. "Best-effort" as used herein is defined as remaining at the speeds advertised within the service plan purchased by the Customer throughout most of the Customer's daily use. CAIRO NET reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance, and will do its best to inform the Customer of any such interruptions ahead of time.

CAIRO NET shall have the unrestricted right to engage subcontractors in rendering Services under this Agreement.

Customers are responsible for upholding the non-transferability and account security of their Service and of their Device. Customer is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

Customer's relationship with CAIRO NET is that of an independent contractor. Customer is not an agent of CAIRO NET, and Customer has no authority to obligate CAIRO NET by contract or otherwise.

**You acknowledge that you have received, read, understand and agree to be bound by all of the terms and conditions set forth on each of the pages of this Agreement and the CAIRO NET By TAZCA CONNECTS Acceptable Use Policy, as each of them may be updated from time to time.**

**Acceptable Use**

As a condition of your use of CAIRO NET's Service, you warrant to CAIRO NET that You will use the Service in accordance to the [Acceptable Use Policy](#) of CAIRO NET. The CAIRO NET Acceptable Use Policy is available at [www.cairo.net](http://www.cairo.net).

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Customer agrees not to export, import or re-export, (including, without limitation by way of electronic transmission) any technology transmitted through CAIRO NET Services without first obtaining any required export license or governmental approval. Customer agrees it will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z.

CAIRO NET will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. Customer agrees to indemnify and hold harmless CAIRO NET, its affiliates, agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or damage incurred by CAIRO NET, or any other party, arising out of Customer's breach of this Lawful Use provision.

**COPYRIGHT, TRADEMARK, UNAUTHORIZED USAGE OF DEVICE, FIRMWARE OR SOFTWARE**

The Service and Device and any firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on Our Website are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All of Our Websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain Our exclusive property. Nothing in this Agreement grants You the right or license to use any of Our marks.

You have not been granted any license to use the firmware or software used to provide the Service or provided to You in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You expressly agree that the Device is exclusively for use in connection with the Service and that We will not provide any passwords, codes or other information or assistance that would enable You to use the Device for any other purpose. We reserve the right to prohibit the use of any interface Device that We have not provided to You. You hereby represent and warrant that

You possess all required rights, including software and/or firmware licenses, to use any interface Device that We have not provided to You. In addition, You shall indemnify and hold us harmless against any and all liability arising out of Your use of such interface Device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You shall not change the electronic serial number or Equipment identifier of the Device or perform a factory reset of the Device without our prior written consent. We reserve the right to terminate Your Service if We believe, in Our sole and absolute discretion, that You have tampered with the Device. In the event of such termination, You will remain responsible for the charges paid or to be paid to the end of the current period, including, without limitation, a termination fee or forfeiture of Your CPE lease deposit paid, as applicable. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

You shall notify Us immediately, in writing or by calling Us, if the Device is stolen or if You become aware at any time that Your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When You call or write, You must provide Your account contact information and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the termination of Your Service and additional charges to You. Until such time as We receive notice of the theft, fraudulent use or unauthorized use, You will be liable for all use of the Service using a Device stolen from You and any and all stolen, fraudulent or unauthorized use of the Service.

## **Security**

You can best control the risks associated with security, and are therefore solely responsible for maintaining such security. CAIRO NET will not be responsible for any disruption of Service, corrupted files or viruses which affect the user of the Service. It is your responsibility to safeguard your system, through appropriate means (e.g. using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network as a result of your failure to properly secure Your System may result in the immediate termination of Your Service.

## **Service Availability**

Prior to purchasing a Service Plan from CAIRO NET, Customer should confirm availability of coverage at Customer's desired service address by contacting CAIRO NET or using the coverage tool available on [www.cairo.net](http://www.cairo.net). Due to the nature of the Service technology, CAIRO NET reserves the right to deem the Service unavailable to You up to, including, and after the installation. CAIRO NET assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the Service in Your geographical area, for any reason, even where such unavailability occurs after installation of the Service.

## **Performance Levels**

Speed is a function of the traffic experienced upon the wider network architecture of the Internet itself. CAIRO NET does not guarantee the maximum Service performance (throughput speeds) levels but will make every reasonable effort to ensure the highest possible quality of Service is always delivered. You understand that any content that You may access through the Service may be subject to "caching" at intermediate locations on the Internet.

## **CAIRO NET Equipment**

CAIRO NET will provide you the authorized Wireless equipment for use with your Service. Only CAIRO NET Customer Premises Equipment ("CPE" or "Modem") is permitted and authorized to be connected to the Service. For a new residential Customer, You are required to lease the residential Modem from Us with required monthly lease payments in accordance with the then-current CAIRO NET pricelist. When leasing the Modem, a lease deposit fee will also apply. CAIRO NET will own the leased Modem installed at the Customer location during the lease term and will monitor said equipment as CAIRO NET determines to be necessary and appropriate. The lease deposit fee will be returned to You after eighteen (18) months if Your monthly Modem lease payments have all been received by Us and You will then own the Modem and no further Modem lease payments will be charged to You. Your Modem deposit will be not be returned to You if Your leased Modem is lost, stolen or damaged to the point of no longer operating prior to making 18 monthly lease payments. In that case a new Modem must be leased and Modem deposit paid in order to resume receiving Your Service. There is no minimum Modem lease term, however if You return your Modem to Us prior to making at least twelve (12) monthly lease payments Your Modem deposit fee will be kept by Us as a restocking fee. Your Modem deposit will be returned to You in full if You terminate Your Service and return Your registered Modem to Us in good working order after making at least 12 monthly lease payments. For a new business Customer, you are required to purchase the business Modem based on the then-current CAIRO NET pricelist.

## **Your Equipment**

It is Your responsibility to ensure that Your computer or other internet access device meets the current minimum requirements stated by CAIRO NET as being necessary to connect to the CAIRO NET Modem. You may connect Your computer or other internet access device by standard Ethernet cable or wirelessly, if within range, via Wi-Fi. CAIRO NET does not guarantee that all of Your Wi-Fi enabled devices will connect to Our Modem and Our Service depending on distance from the CAIRO NET Modem and other factors beyond Our control. From time to time the equipment required to access and use the Service may change. Accordingly, Your equipment may cease to be adequate to access the Service. In such event, Your sole remedy will be to upgrade your equipment or cease using this Service. Lesser equipment may perform adequately, but CAIRO NET cannot ensure acceptable System use.

## **IP Addresses**

Internet Protocol ("IP") addresses are not portable and are not assigned for independent administration or distribution. Customer understands that IP assignments are not guaranteed, and may be modified as required by CAIRO NET and/or the American Registry for Internet Numbers (ARIN).

## **Throughput Volume**

All of CAIRO NET's Service Plans are prepaid. Your account has a limit for data transfer throughput volume usage based on the prepaid Service Plan that you purchase. You may purchase additional prepaid data at any time and it will be added to Your account, based on CAIRO NET's then-current pricelist. Once all of the prepaid data in Your account has been used by You or has expired, Your usage of the Service will be limited to accessing the CAIRO NET website only to access your account to purchase additional data.

## **Fees and Service Plans**

Fees include, without limitation, Service Plan fees, Modem lease or purchase fees, CPE installation fees (for Business Plan only) and other applicable costs as may be set forth in the then-current CAIRO NET pricelist. CAIRO NET currently offers the following Service Plans for Customers to access the internet:

### Residential Service Plans

1. Connected Plan – 10 GB of prepaid data for \$10 (DOES NOT include \$10 monthly Modem lease payment)
2. Fun Plan – Unlimited\* prepaid data for \$40 per month (up to 100 GB of data per month\*/DOES include \$10 monthly Modem lease payment)
3. Family Plan – Unlimited\* prepaid data for \$50 per month (up to 300 GB of data per month\*/DOES include \$10 monthly Modem lease payment)

### Business Service Plans

1. Business Continuity Plan - 20 GB of prepaid data for \$25 (DOES NOT include Modem purchase fee)
2. Business Basic Plan – Unlimited\* prepaid data for \$100 (up to 1 Terabyte of data per month\*/with purchase of one Modem)
3. Business Premium Plan – Unlimited\* prepaid data for \$150 (up to 1 Terabyte of data per month\*/with purchase of two Modems)

\*High speed Internet up to the plan's stated data cap. Thereafter Cairo Net may slow speeds.

CAIRO NET charges for all residential and business Service Plan fees, residential Modem lease fees, Modem purchase fees and business Modem installation fees on a prepaid basis in advance of Service usage by Customer. Residential Customers self install their Indoor Modem using instructions provided by CAIRO NET and are not charged an installation fee. Prepaid data purchased under all CAIRO NET Service Plans expires thirty (30) days after the date of Customer's latest Service Plan purchase. If additional data is purchased on the same or a larger Service Plan before all of Your previously purchased data is used or expires, the existing data in Your account will rollover and remain available to use for an additional 30 days. CAIRO NET reserves the right to limit Your connection speed when Customer exceeds 100 GB's per Residential Fun Plan, 300 GB's per Residential Family Plan or 1 Terabyte per Business Plan, per 30 day period. Data may only be used by Customer and members of Customer's immediate household for Residential Plans and by Customer's authorized employees for Business Plans. Customer is not authorized to resell or otherwise offer CAIRO NET Service to persons outside Your immediate household (for residential plans) or outside of Your employees (for business plan). For business Customer's interested in offering CAIRO NET service to its own customers or visitors at its place of business for a fee or as an accommodation, please contact Us for custom pricing. Customer is solely responsible for all data used on Customer's account, in accordance with this Agreement, including the CAIRO NET Acceptable Use Policy.

Customers cannot access the CAIRO NET Service through Your equipment without purchasing or leasing a CAIRO NET Modem from CAIRO NET. For a new residential Customer, You are required to lease the residential Modem from Us with required monthly lease payments in accordance with the then-current CAIRO NET pricelist. When leasing the Modem, a lease deposit fee will also apply. CAIRO NET will own the leased Modem installed at the Customer location during the lease term and will monitor said equipment as CAIRO NET determines to be necessary and appropriate. The lease deposit fee will be returned to You after eighteen (18) months if Your monthly Modem lease payments have all been received by Us and You will then own the Modem and no further Modem lease payments will be charged to You. Your Modem deposit will be not be returned to You if Your leased Modem is lost, stolen or damaged to the point of no longer operating prior to making 18 monthly lease payments. In that case a new Modem must be leased and Modem deposit paid in order to resume receiving Your Service. There is no minimum Modem lease term, however if You return your Modem to Us prior to making at least twelve (12) monthly lease payments Your Modem deposit fee will be kept by Us as a restocking fee. Your Modem deposit will be returned to You in full if You terminate Your Service and return Your registered Modem to Us in good working order after making at least 12 monthly lease payments. For a new business Customer, you are required to purchase the business Modem based on the then-current CAIRO NET pricelist. You agree to pay any applicable federal, state or local taxes arising under this Agreement.

During the first thirty (30) days of Service, if Customer is unable to access the Service as advertised and We cannot fix it, and Customer decides to cancel Service, We will refund all monies paid to Us (including any Modem lease deposit or installation cost).

## **Payment Method and Timing**

Payments on account may be made by PayPal through the CAIRO NET website, by cash or by check. Residential Modem lease payments will be charged to You monthly after receiving Your authorization to charge the monthly lease fee agreed to at the time of Your account activation and Modem deposit fee payment. Accounts with returned checks or electronic bank drafts or card charges are subject to a \$25.00 processing fee per incident and are subject to termination.

## **Moving**

Customer will not remove the CAIRO NET Modem from the service address listed on Your account without informing CAIRO NET, modify the Modem in any way, or connect the Modem to any outlet other than the outlet to which the Modem was initially connected to by the CAIRO NET installer or in accordance with the CAIRO NET provided self-install instructions. For such charges as CAIRO NET may determine, CAIRO NET may relocate the business Modem for

Customer at the Customer's request. If the Customer moves during the term of this Agreement and would like to relocate the Service, Customer must inform CAIRO NET in writing. This request must contain the date of move, plus the address and phone number of the new location and the requested transfer of Service date. No refunds will be given to Customer for moves outside the CAIRO NET coverage area.

### **Access to Customer's Premises**

Customer authorizes CAIRO NET, and its employees, agents, contractors, and authorized representatives to enter Customer's premises (the "Premises") in order to install, maintain, inspect, repair and remove the Modem and/or Services. If Customer is not the owner of the Premises, upon request, Customer will supply CAIRO NET with the owner's name and address, evidence that the Customer is authorized to grant access to the Premises on the owner's behalf, and (if requested by CAIRO NET) written consent from the owner of the Premises. This Agreement is contingent upon CAIRO NET's obtaining a right of entry onto the Premises.

### **Fee Changes**

Customer acknowledges and agrees that CAIRO NET has the right to change its Service fees and to add new fees at any time, upon notice to Customer.

### **Customer Charges**

Customer acknowledges that Customer may incur Customer-initiated charges while using the Services. For example, charges may be incurred as a result of Customer accessing certain information, or purchasing or subscribing to certain offerings, via the Internet. Customer agrees that all such charges, including all applicable fees and taxes, shall be paid by Customer and are not the responsibility of CAIRO NET.

### **Term / Cancellation Policy**

There is no minimum Service term applicable to CAIRO NET's prepaid services. However Customer's termination of use of the Service does not affect your other obligations under this Agreement, including your obligation to pay all fees for CAIRO NET Services previously rendered or for monthly Modem lease or Modem deposit fees as described in this Agreement. In this case You authorize CAIRO NET and its agents to charge any balance due to any PayPal account, credit or debit card on file with CAIRO NET. If CAIRO NET is unable to obtain a charge authorization for the full amount due, You agree to provide alternative payment in a form acceptable to CAIRO NET within 10 days of notification of the amount due. You bear all risk of loss of, theft of, casualty to or damage to the leased Modem from the time it is shipped to You until the time Modem ownership transfers to You in accordance with this Agreement.

### **Termination and Suspension**

Inappropriate use or abuse of our Service by Customers, as determined in the sole discretion of CAIRO NET, may result in account suspension, termination, and/or legal action. Inappropriate use or abuse of our services by others can be traced, documented, reported to appropriate authorities and may be prosecuted to the fullest extent of the law.

CAIRO NET may terminate your account immediately if it determines, in its sole discretion, that You have violated any of the provisions of the Agreement. CAIRO NET reserves the right to terminate or suspend an account at any time, without providing a reason. In the event of termination, account holders are still responsible to pay any fees that may be owed to Us through the termination date and any unused prepaid Service fees will not be refunded. All costs We incur to collect such amounts due, including, without limitation, collection costs and attorney's fees, are the responsibility of Customer.

### **Acceptance**

The Customer agrees to all Terms of Service set out in this Agreement. Customer represents and warrants to CAIRO NET that Customer is of lawful age to enter into this Agreement and that (i) the Customer has the full right, power and authority to enter into this Agreement and to perform the acts required of Customer hereunder; (ii) the execution of this Agreement by Customer, and the performance by Customer of its obligations and duties hereunder, do not and will not violate any agreement to which Customer is a party or by which it is otherwise bound; and (iii) when accepted by such Customer, this Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

By providing CAIRO NET with your telephone number, cell phone number(s), or email address, you give your consent for CAIRO NET, or any of CAIRO NET's agents, to contact you at these numbers or email address, or any other phone number or email address that is later acquired for you, and, to leave live or pre-recorded messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement.

By using and accepting Service from CAIRO NET, Customer agrees to be legally bound by all of the terms and conditions of this Agreement and associated documents, the same as if Customer had signed this Agreement. These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. Any waiver, modification or variation of this Agreement shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of CAIRO NET.

### **Authorization**

As part of the installation process, modifications to the wiring in your business may, in limited circumstances be required, and you hereby consent to such modifications.

## Customer Complaint Resolution

We are working to provide the best service possible and welcome your ideas on how we can improve the quality of our service. You can communicate your views to us by writing Us at [info@caironet.net](mailto:info@caironet.net).

## Warranty/Limitation of Liability/Disclaimer of Liability

YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SERVICES AND PRODUCTS TO ACHIEVE YOUR INTENDED PURPOSE. THE SERVICES AND ANY EQUIPMENT AND SOFTWARE PROVIDED TO YOU BY CAIRO NET ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CAIRO NET DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES OR PRODUCTS WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES AND PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE. DEGRADATION OF OR LOSS OF CONTENT, DATA OR INFORMATION MAY OCCUR. NEITHER CAIRO NET NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CAIRO NET OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR CPE EQUIPMENT, IF ANY, BY CAIRO NET OR CAIRO NET AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC RIGHTS, WHICH VARY FROM STATE TO STATE.

### LIMITED WARRANTY

CAIRO NET WARRANTS THAT IT WILL USE REASONABLE EFFORTS TO RENDER SERVICES PURSUANT TO THIS AGREEMENT IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH TIMELINES ESTABLISHED HEREIN. ANY CLAIM FOR BREACH OF THE FOREGOING WARRANTY MUST BE BROUGHT WITHIN SIXTY (60) DAYS AFTER CUSTOMER'S ACTUAL DISCOVERY OF ANY DEFECT AND PRIOR TO THE EXPIRATION OF SIX (6) MONTHS FROM THE DATE THE APPLICABLE SERVICES WERE RENDERED. CAIRO NET WILL HAVE NO LIABILITY FOR ANY CLAIM MADE AFTER SUCH TIME. CAIRO NET DOES NOT WARRANT, HOWEVER, THAT YOUR USE OF ANY SERVICES WILL BE UNINTERRUPTED OR THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR SECURE. CAIRO NET'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CASE OF BREACH OF THIS WARRANTY SHALL BE, AT CAIRO NET'S SOLE OPTION, EITHER RETURN OF ALL OR A PORTION OF THE SERVICE FEES PAID FOR THE CURRENT MONTH OF SERVICE, OR REPLACEMENT OR REPAIR OF CONNECTION SERVICES OR PRODUCTS. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY CAIRO NET. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. IF ANY UNAUTHORIZED MODIFICATIONS ARE MADE TO THE EQUIPMENT OR SERVICES BY YOU DURING THE WARRANTY PERIOD, IF THE SERVICES OR PRODUCTS ARE SUBJECT TO ABUSE, ACCIDENT, IMPROPER USE, OR IF YOU BREACH THE TERMS OF THIS AGREEMENT, THEN THIS WARRANTY SHALL IMMEDIATELY BE TERMINATED.

### LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT CAIRO NET WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF USE, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, WORK STOPPAGE, TITLE, OR ANY OTHER DAMAGE OR LOSSES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF OR RELATED TO THE AGREEMENT OR YOUR USE OF OR INABILITY TO USE CAIRO NET SERVICES, EVEN IF YOU ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL CAIRO NET BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE CAUSED BY RELIANCE ON DATA OR INFORMATION AVAILABLE FROM OR ON CAIRO NET SERVICES AND SYSTEMS. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WE WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE, AT ANY TIME OR FROM TIME TO TIME, OR ANY INTERRUPTION OR DEGRADATION OF QUALITY THAT IS CAUSED BY ANY OF THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR OTHER THIRD PARTY; EQUIPMENT, NETWORK OR FACILITY FAILURE; EQUIPMENT, NETWORK OR FACILITY UPGRADE OR MODIFICATION; FORCE MAJOR EVENTS SUCH AS (BUT NOT LIMITED TO) ACTS OF GOD, ACTS OF NATURE, STRIKES, FIRE, WAR, RIOT, ACTS OF TERRORISM AND GOVERNMENT ACTIONS; EQUIPMENT, NETWORK OR FACILITY SHORTAGE; EQUIPMENT OR FACILITY RELOCATION; SERVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER TO YOU; OUTAGE OF, OR BLOCKING OF PORTS BY, YOUR ISP OR BROADBAND SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE SERVICE CAUSED BY ANY THIRD PARTY; ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE SERVICE OR DEVICE PROVIDED TO YOU; OR ANY OTHER CAUSE THAT IS BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, A FAILURE OF OR DEFECT IN ANY DEVICE, THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, OR FORWARDED. OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD.

OTHER THAN WARRANTIES AS TO THE DEVICE EXPRESSLY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE AND THE CUSTOMER LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS OF THE DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE DEVICE OR ANY FIRMWARE OR SOFTWARE IS "ERROR FREE" OR WILL MEET CUSTOMER'S REQUIREMENTS. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THE DEVICE. DEVICE WARRANTIES DO NOT APPLY TO BUSINESS PLUS CUSTOMERS.

CAIRO NET, ITS EMPLOYEES, AGENTS, SUPPLIERS, VENDORS AND DISTRIBUTORS MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, OR VALIDITY OF THE DATA AND/OR INFORMATION AVAILABLE ON ITS SYSTEMS, OR RESIDING ON OR PASSING THROUGH ITS NETWORKS, OR THAT CAIRO NET SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. USE OF INFORMATION OBTAINED FROM OR

THROUGH CAIRO NET IS AT YOUR OWN RISK. EXCEPT FOR THE PAYMENT OF FEES DUE BY CUSTOMER HEREUNDER, NEITHER PARTY WILL BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THE AGREEMENT WHICH MIGHT BE DUE, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ANY CONTINGENCY, DELAY, FAILURE, OR CAUSE OF ANY NATURE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING WITHOUT LIMITATION ACTS OF NATURE, COURT OR GOVERNMENT.

IN NO EVENT WILL CAIRO NET, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR INDEPENDENT BACKUP OF ANY DATA FILES RESIDING COMPUTERS OR NETWORKS. CAIRO NET RESERVES THE RIGHT TO REMOVE/DELETE ANY PERSONAL FILES AFTER AN ACCOUNT IS TERMINATED OR ASSOCIATED WITH PROHIBITED ACTIVITIES.

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

You will be liable for any and all liability that may arise out of the content transmitted by You or to any person, whether authorized or unauthorized, using Your Service or Device (each such person, a "User"). You shall assure that Your and Your User's use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend Your Services and remove Your or Your Users' content from the Service, if We determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to You or others. Our action or inaction under this Section will not constitute any review or approval of Your or Users' use or content.

The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

#### **Indemnity**

You agree to defend, indemnify and hold CAIRO NET its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from your violation of any of the provisions of this Agreement or Your placement or transmission of any materials or content onto CAIRO NET servers or through its network, or from any and all use of Your account, with or without Your knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by CAIRO NET as part of Our investigation of a suspected violation of this Agreement or as a result of its conclusion that a violation of this Agreement has occurred, or to Your use of or inability to use CAIRO NET Services, equipment or bundled software.

#### **Transferability and Assignment**

You shall not sell, transfer or assign this Agreement. Customer's account and right to use CAIRO NET Services and system are not transferable without CAIRO NET's prior written consent. Customer agrees to protect its password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of Customer's password and account information.

#### **Nature of Information**

The Customer has been advised and acknowledges that the Internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases CAIRO NET from and agrees to indemnify CAIRO NET its officers, directors, agents and employees against any and all claims, losses or expenses relating to such information, materials and language. This indemnification shall survive any termination of this Agreement.

#### **Notices**

Notification of either party to this Agreement shall be effective upon receipt, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a fax, email, or a nationally recognized overnight delivery service, to the address of CAIRO NET set forth above or to the address of Customer set forth on CAIRO NET's records or such other address provided for such purposes.

#### **Proprietary Rights**

CAIRO NET grants Customer a non-exclusive, non-transferable license to use the products and Services provided hereunder. Title and property rights, including all intellectual property rights to such products and Services, is and shall remain with CAIRO NET, whether or not they are embedded in any product. Customer recognizes that the products and Services used hereunder constitute valuable trade secrets of CAIRO NET and/or its suppliers and licensors. The Customer shall use their best efforts to protect and keep confidential any and all products and services used by Customer and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

#### **Jurisdiction/Venue/Choice of Law**

You agree that exclusive jurisdiction for any claim or dispute with CAIRO NET or relating in any way to Your account or Your use of the Services resides in the courts of Illinois and that this Agreement shall be governed by Illinois law. You expressly consent to the exercise of personal jurisdiction in the courts of

Illinois in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

#### **Amendments**

CAIRO NET may modify this Service Agreement from time to time, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of such modification. If You do not agree to any modification of this Service Agreement, You must immediately stop using the Service and notify CAIRO NET of Your desire to cancel the Service.

#### **Information**

You hereby acknowledge that CAIRO NET and its affiliates may retain and use any information, comments or ideas conveyed by You relating to the Service (including any products and services made available on the Service). This information may be used to provide You with better service. CAIRO NET may open and maintain a Customer file.

#### **Entire Agreement**

This Service Agreement and any and all other documents and CAIRO NET policies referenced herein, constitutes the entire agreement between CAIRO NET and You pertaining to the subject matter hereof. CAIRO NET's failure to insist upon or enforce strict performance of any provision of this Service Agreement shall not be construed as a waiver of any provision or right.

In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of this Agreement (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Agreement will remain in full force and effect.

BY YOUR USE AND ACCEPTANCE OF THE SERVICE, YOU ARE INDICATING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED.