



WYANDOTTE MUNICIPAL SERVICES

SERVICES AGREEMENT

For

Internet Access Service

This WYANDOTTE MUNICIPAL SERVICES AGREEMENT

(the "Services Agreement") constitutes your agreement with Wyandotte Municipal Services, 3200 Biddle Ave., Wyandotte, Mi 48192, (hereinafter "we", "our", "us", or "Wyandotte MUNICIPAL", an Internet access/transmission service (the "Service") as it pertains to your (hereinafter "you" "your" or "Customer") use of the Wyandotte MUNICIPAL Internet Access Service at your residence or place of business.

WYANDOTTE MUNICIPAL SERVICE AGREEMENT:

We agree to provide to you, and you agree to accept from us, our Wyandotte MUNICIPAL high-speed access to the Internet service (the "Service" or "Cable Express") for a single cable connection at your residence or place of business, By ordering and using the Service, you and all members of your household and their guests or your employees agree to be bound by and are obligated to use the Service under and in compliance with the terms and provisions of this Services Agreement, We reserve the right, at our discretion, to change, modify , add or remove the terms of this Services Agreement at any time. Notification of changes in service will be sent via E-mail. Your use of the Service after such notice shall constitute your acceptance of such modification(s) as an amendment to this Agreement. To the extent permitted by law, you waive any and all objections, you may now or hereafter have to the enforceability of this Services Agreement against you, specifically including, but not limited to, any objections or claims that it is a shrink-wrap or contract of "adhesion".

License:

During the term of this Services Agreement, we grant you a non-exclusive, non-transferable, limited license to use the Service to access the Internet, Except for the license granted herein, all rights, title and interest in "data" accessed by you in all languages, formats and media throughout the world, including all copyrights and trademarks therein, are and shall continue to be the exclusive property of Wyandotte MUNICIPAL and other contributors of data. If you are a residential customer your right to use Wyandotte MUNICIPAL extends to all members of your immediate family. If you are a business, the right to use Wyandotte MUNICIPAL extends to all of your employees; however, you also agree that your use is limited to one cable or dial-up connection at a time per account unless otherwise agreed in writing with us.

Customer's Use of Wyandotte MUNICIPAL Network:

You agree that the Service may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening, indecent or obscene, or material protected by trade secret. You agree not to use the Service, including but not limited to, the cable modem/power supply and any software provided by us for any illegal, abusive or fraudulent purpose, or to achieve unauthorized access to any computer systems, software, data or other copyright or patent protected material. If you do, you acknowledge that you may be referred by Wyandotte MUNICIPAL to appropriate law enforcement agencies.

Protection of Passwords: No Resale:

You are responsible for the use of your account(s), and the confidentiality of your password(s). We will suspend your access or change your access to the Service immediately upon notification by you that your password has been stolen, lost or otherwise compromised. You must notify Wyandotte MUNICIPAL of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information. You also agree not to resell or redistribute access to the Service in any manner. The prohibition on resale of access includes, but is not limited to, the provision of E-mail, FTP and Telnet access, or any other Internet access or website hosting services.

IP Address:

We will provide you with a dynamically assigned IP address as a component of the single-user Service. You agree not to alter, modify or tamper with the IP address or those of any other person connected to the Service. We will recover the IP address upon disconnection, discontinuance or termination of the Service, We reserve the right to disconnect or reclassify the Service to commercial grade for failure to comply with any portion of this Agreement. Static IP addresses are available to you for an additional fee.

Age of Customer:

(If you are less than 18 years of age, the Agreement must be accepted by a parent or legal guardian who is responsible for all charges and bears all liability related to the use of the Service account(s). By accepting this Agreement the parent or legal guardian recognizes that Wyandotte MUNICIPAL does not control content or subject matter of data or other information available on the Internet, and, agrees to supervise any access to the Internet by minors.

Home Computer:

In order to receive and utilize the Service, you must own a computer with a 166 MHz Pentium or compatible processor and 16 MB of RAM (minimum), and Microsoft Windows 95 or higher version. Apple, Macintosh or Windows NT. systems may also be supported.

Ownership and Use of Equipment Software License:

Unless you purchase it, the cable modem, cables and power supply equipment that we lease to you will at all times be our property. You agree to immediately return to us in good condition upon disconnection of Service all such equipment' subject to reasonable wear and tear. You will use reasonable care to avoid damaging the cable modem and power supply, and will not move, relocate, alter, sell, lease, license, assign, encumber or otherwise tamper with the equipment If the equipment' is not returned to us in good condition immediately upon termination of Service, you will be charged and agree to pay us **\$125.00** for its replacement We further grant you a limited, non-exclusive license to use any software we provide for your use in connection with the Service only. This license terminates upon termination of this Agreement, or disconnection of Service.

*Except for the Ethernet interface card supplied and installed in your home computer, which is and will remain your property. We shall have no responsibility or duty to install or remove the Ethernet card.

Installations:

Either you or an authorized reseller is solely responsible for installing the Ethernet/network interface card in your home computer. When any software associated with the Ethernet card and/or the cable modem is installed on your home computer the system files may be modified. The opening of your home computer and/or the installation of software may disrupt the normal operations of your home computer or cause the loss of files. We are not responsible for any such loss.

FOR THESE AND OTHER REASONS, WE RECOMMEND STRONGLY THAT YOU BACK-UP [ALL FILES PRIOR TO INSTALLATION.

Access and Interruptions of Service:

We will make a reasonable effort to make the Service available to you twenty- four (24) hours per day, seven (7) days per week. It is possible that there will be interruptions of Service. The Service is an Ethernet-like protocol service spread over a shared network which co-exists on your cable television service, and you and all other users share a finite amount of bandwidth. We will manage the Service to provide appropriate bandwidth for as many customers as possible. However, you acknowledge and agree that the Service may be temporarily limited, interrupted or curtailed due to system capacity limitations imposed or experienced by the underlying communications carriers, governmental actions, force majeure, or because of temporary equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate in connection with the delivery or improvement of the Service. The Service should not affect the video programming portion of your cable television service, and any problems with your video programming services should be reported to Wyandotte Municipal Service.

Customer Support:

We will provide you with 'Help Desk" support which can be accessed by telephone or by e-mail. Support may also be provided via software provided by us. We do not provide support for the Service when you use other hardware or software. The telephone numbers and e-mail addresses for support services, as well as hours of operation, are available on-line. If you use or modify the hardware or any software we supply to you or the Equipment requires a visit to your residence or place of business for repair or correction, we reserve the right to charge you for the visit and labor required to correct the situation. We do not undertake to correct or repair hardware or software which we do not supply.

No Liability for Viruses:

We make no representation or warranty that any software installed on your home computer or which you may download from the Internet, any on-line service provider or other information provider (other than us) does not contain any virus or other damaging or destructive attribute.

Other Charges; Credit Card Charges:

You understand and acknowledge that you may incur other costs and expenses for certain information, products and services from persons, firms or entities other than us, including, without limitation, such on-line services as America MUNICIPAL or The Microsoft Network. You agree that you shall be solely and exclusively responsible and liable for all such charges, which are in addition to the fees and charges payable to us. With respect to any Internet-based transactions that you undertake or participate in through the Internet, you are solely and exclusively responsible to make the payments in connection with such transactions and to protect the security of all credit information from unwanted or unauthorized charges. We shall not have any liability or responsibility to you in connection with internet-based transactions, unauthorized use of your credit or debit cards, credit availability or information, or your personal or financial information.

General Disclaimer of Warranties and More Limitations of Liability: Indemnity:

You hereby acknowledge that we exercise no control whatsoever over the content of the information passing through Wyandotte On-line network. You also understand that alternative and competing Internet communications carriers are available to you. Occasional interruption or irregularities in the service may occur. We provide Wyandotte On-line to you on as "as is, as available" basis, without warranty of any kind, expressed or implied, including, but not limited to the warranties of performance, merchantability and fitness for a particular purpose. This disclaimer of warranty expressly includes any reimbursement for loss of income due to disruption of service by Wyandotte MUNICIPAL or another Internet service provider(s). You further acknowledge that use of the Service or any information obtained via the service is at your own risk, and that we and Internet content contributors shall not be liable to you for any direct, indirect or exemplary, incidental, indirect, special, or consequential losses, or damages relating in any way to demands or claims involving or arising in any manner out of: (a) your use of, inability to use; or failure to perform research or related work, or to work properly, the internet, internet data, or the Service, (b) inaccurate or poor quality internet data obtained through the Service, (c) loss of data resulting from delays, non-deliveries, misdeliveries or service interruptions, and (d) the installation, maintenance, failure, removal, or use of the cable modem and Ethernet card equipment or cancellation of service. You further agree to indemnify and hold harmless Wyandotte MUNICIPAL from any claims of any nature what so ever resulting from your use of Wyandotte MUNICIPAL Service.

Billing Payment Obligations:

Billing and payment provisions for the Service, including the set-up and monthly recurring charge will be included on your Wyandotte utility bill. You agree to pay all applicable federal, state and local fees or taxes, and any additional telephone company charges and fees that may apply to your Service. We have the right to terminate your Service if an invoice from us is not fully paid when due and impose a late fee of not more than 5% on any outstanding amount as a one-time late charge, at our discretion or for failure to pay all bills within 30 days of billing. We may charge a reasonable service fee for all returned checks. If you discontinue the service or are disconnected, you agree to pay a reconnect charge before reconnection. You will be responsible for all expenses (including reasonable attorneys fees, court costs and interest) incurred by Wyandotte MUNICIPAL in collecting any unpaid amounts due in accordance with this Agreement. We also reserve the right to change from time-to-time the amount of the monthly Service fee and any other applicable charges upon reasonable advance written notice to you. In no event shall such notice be less than ten (10) days prior to the effective date of such change. All charges are exclusive of sales, use and other taxes, which are your responsibility.

Terms and Terminations:

This Services Agreement shall become effective at such time as you first use the Service, and shall continue in force until a period of not less than one (1) month has expired, at which time it shall renew itself indefinitely on a month-to-month basis until terminated by either party. Wyandotte MUNICIPAL, in its sole business judgment, may terminate this Agreement immediately or suspend your access to the Service upon any breach of this Agreement by you, including, but not limited to, refusal or failure to pay for services provided or disruptive on-line behavior. Upon termination for any reason, we reserve the right to delete any data left by you on Wyandotte MUNICIPAL-owned and controlled computers.

No Liability for Obscene or Other Offensive Content, Pornography, Etc:

You acknowledge and understand that we only provide access to the Internet. We do not publish (other than e-mail messages that we may from time to time send you regarding the Service), control, monitor or restrict the information, programs, e-mail, "chat rooms", interactive gaming or other material that is available to your residence or place of business through the internet, the World Wide Web, or through USENET newsgroups. You may find material available to be shocking, profane, abusive and/or offensive. You may, in fact find some material to be obscene, sexually explicit, or otherwise indecent. You recognize that Wyandotte MUNICIPAL is not responsible for this material, and acknowledge that you have been notified that such material is present. You are solely and exclusively responsible and at risk for (i) all internet content accessed via the Service by you and other members of your household or business and their guests, and (ii) providing suitable adult supervision of any person who is less than eighteen (18) years of age and uses the Service at your residence or place of business to access the internet. You agree that we are not in any manner responsible for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the Service.

No Liability for Parental Empowerment Software:

You may want to consider installing blocking and filtering software developed by others that empower parents and teachers to restrict their children's and students' access through the internet to objectionable or inappropriate material, and protect or prohibit them from corresponding with criminals or disclosing personal or other information.

No "Hacking", "Spamming" or Infringement of Other's Rights:

You agree not to publish on or over the internet any content which violates or infringes upon the rights of any other person. You also agree not to use the Service or cable modem for any illegal purpose, to achieve unauthorized access to another party or person's computer systems, software, data or other copyright or patent protected material (commonly referred to as "hacking"). You agree not to interfere with the use of the Service or the equipment by other customers or disrupt the Service backbone network nodes or network services. You also agree not to send unsolicited mail to our subscribers without our explicit written permission for each instance of communication. You further agree not to upstream unsolicited distribution lists in e-mail or other mass unsolicited e-mail (commonly referred to as "spam"). Your violation of any of these promises is grounds for immediate termination of Service and this Agreement. If we are challenged by a third party regarding the suitability of your content, we may, at our sole discretion, suspend your access to the internet. We assume no liability whatsoever for any losses, claims, damages, expenses, liabilities or costs (including legal fees) arising out of or in connection with allegation, claim, suit or other proceeding based upon your use of the Service or our Equipment or any third party which infringes the copyright, patent trademark, trade secret or other industrial or intellectual property rights or contractual rights of any third party.

No Liability for Unauthorized Access: Encryption: File-sharing

We treat communications and data traffic on or through our Service as strictly confidential and do not access, use or disclose contents of private communications, except in limited circumstances as compelled or permitted by law. However, since the service is a shared network used by subscribers to video programming and our service which provides access to the internet (and beyond such network the internet does not provide security), it is possible that others may access or monitor your data traffic. You acknowledge that the internet systems use public access facilities to transmit voice and data communications, and that the service may accordingly not be completely private. Accordingly, we do not warrant that any data or files sent or received by you over the service will not be subject to unauthorized access by others or that other users (i.e., "hackers") will not gain access to your home computer. We are not liable to you for any claims, loss, damages or cost that may result from your lack of privacy on the internet by virtue of your use of the Service. In addition, the Service is configured to disable peer-to-peer networking/file-sharing. If you request that we enable that feature, you will be required to sign a separate release and liability waiver in which you acknowledge the extreme security risks to your computer and the privacy of your data files associated with such networking. Moreover, if you choose to run applications which permit others to gain access to your computer, you do so at your own risk and should take appropriate security measures. For these and other reasons, you may want to consider installing third-party authentication-encryption software to protect your drives and data/e-mail files. We extend no warranty and accept no liability with respect to the effectiveness of such software.