

## **Internet Access Service User Agreement**

***As a subscriber to Platinum Wireless LLC Internet Access Service, you must agree to be bound by terms and conditions of the following Agreement:***

This is a License Agreement ("Agreement") made between Platinum Wireless LLC and the user of Platinum Wireless LLC Internet Access Service ("USER"). A USER of Platinum Wireless LLC service is defined as any person or company holding a valid account with Platinum Wireless LLC or any person or company using a valid account with or without the permission of the account holder. This Agreement may be revised at any time without the permission or notification to the USER, and the most current version will be available to USER at [www.platwls.com](http://www.platwls.com). This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements or communications.

### **PAYMENT FOR SERVICE**

Platinum Wireless LLC accepts Checks, Money Orders and PAYPAL. The USER is solely responsible for any and all fees incurred through the use of their account. Payment is due upon receipt of the invoice. Accounts not current by the 5th of the month will be disabled until payment is received.

### **GOVERNMENT LAW**

USER agrees to abide by all applicable Federal, State and local laws governing their behavior on the Internet including but not limited to Laws concerning harassment, copyright, obscenity and information dissemination. Note that the Internet is not above the jurisdiction of all laws. The USER is solely responsible for his or her actions and actions of anyone using their account(s). In the event that Federal Communication Commission or other lawful authority determines that Platinum Wireless LLC must contribute to support government programs based upon revenues obtained from the provision of service hereunder, then Platinum Wireless LLC, without any further agreement of USER, may impose a fee or a charge designed to cover its required contribution, based upon revenues earned under this Agreement. All questions should be directed to a Platinum Wireless LLC agent.

### **NATURAL LAW**

Whereas the Internet is not a controlled environment, Platinum Wireless LLC holds that it is not responsible for any portion of the Internet with respect to accuracies, content, downtime, or accessibility that is out of Platinum Wireless LLC direct control. Platinum Wireless LLC will make every effort to assure that Platinum Wireless LLC owned wireless network is operating with as little interruption and downtime as possible.

### **IMPERSONATION**

USER will not impersonate anyone else online via E-mail, IRC (Internet Relay Chat) or any other forum. Impersonation includes but is not limited to using someone else's Internet address, user name, or legal name.

### **SPAMMING**

**USER** will not participate in any activity that could be called spamming. Spamming includes but is not limited to mass unsolicited e-mailings to more than 19 people, posting 20 or more copies of a single article to a UseNet newsgroup, or cross posting to more than 20 newsgroups, or repetitive posting of off-topic articles to any newsgroup.

### **COMMERCIAL ACTIVITY**

Commercial activities such as WEB or E-MAIL HOSTING on Platinum Wireless LLC systems are prohibited. No user's name can be in **USER** default homepage.

### **WIRELESS INTERNET SERVICE**

A wireless Internet account with Platinum Wireless LLC provides 24-hour, seven-day-a week access to the Internet. Platinum Wireless LLC owns the equipment installed for this service. The **USER** is responsible for the full value of the equipment if it is damaged while in the home or business of the **USER**. The **USER** is not allowed to adjust, modify, or tamper with the equipment. Platinum Wireless LLC must perform all service and/or adjustment. If service is canceled by the **USER** or by Platinum Wireless LLC the wireless equipment will be picked up by Platinum Wireless LLC The **USER** must allow Platinum Wireless LLC access to the equipment for said removal.

### **DISCONTINUATION OF SERVICE**

Platinum Wireless LLC reserves the right to discontinue service to anyone at any time. Should Platinum Wireless LLC deem it necessary to discontinue service, the **USER** will be responsible for all charges on their account as of the date of termination including a prorated amount of the current month. Should a refund be necessary, the refund will be prorated as of the date of termination.