

GOMORHEAD.COM SERVICE AGREEMENT

By signing up for service you agree to the following terms and conditions:

Customer and GoMoorhead.com hereby enter into this GoMoorhead.com Service Agreement (Agreement). This Agreement may refer to Customer and GoMoorhead.com together, as the Parties.

Section 1. **Service**

1.1 Under this Agreement, GoMoorhead.com supplies and the Customer purchases GoMoorhead.com Services (Services) pursuant to the plan selected on the GoMoorhead.com Service Offerings Form attached hereto and made a part hereof.

Section 2. **Charges and Payments**

2.1 GoMoorhead.com shall bill and the Customer shall pay all charges subscribed to by Customer. Payment will be made on or before the due date of the bill.

2.2 Current bills are subject to a 5% late charge if not paid by the due date.

2.3 Customers agree to pay GoMoorhead.com the full replacement cost for any damage to or loss of leased equipment provided to Customer by GoMoorhead.com (e.g. customer premises equipment) and hereby authorizes GoMoorhead.com to charge customer's credit card or debit account for said replacement cost. Customer is obligated to immediately return such equipment after service cancellation or is liable for the replacement cost of said equipment. Customer agrees GoMoorhead.com has title and ownership to said equipment and that said equipment must be utilized exclusively as GoMoorhead.com intends.

Section 3. **Termination**

3.1 Customer may terminate GoMoorhead.com service at any time by calling customer service and returning the bridge to the GoMoorhead.com Store. Termination will be effective the first business day after the customer termination call. Monthly charges will not be prorated.

3.2 Customers leasing customer premises equipment (CPE) are required to return the CPE upon cancellation of their service. Failure to return the CPE within five (5) business days of Service cancellation will result in additional billing charges for purchasing the CPE (\$150.00 plus tax).

3.3 Customers who purchased CPE and terminate Service within thirty (30) days of the purchase will receive a full refund of the purchase price if the CPE is returned in working condition within five (5) business days of Service termination.

3.4 GoMoorhead.com may terminate this Agreement and discontinue service at anytime, without prior notice, if GoMoorhead.com reasonably believes Customer is using Service illegally, unreasonably, or in furtherance of any unlawful activity.

Section 4. **Interruption of Service and Out-of-Service Credit**

4.1 Interruptions, disconnections, errors or other out-of-service conditions may occur. If a Service interruption, error, performance failure, or some other out-of-service condition occurs and lasts more than twenty-four (24) consecutive hours, except for problems caused by Customer's actions, inside wiring, or CPE, an out-of-service credit will be applied to the Customer's bill. The credit shall be based on a thirty (30) day month and shall be calculated by: (a) dividing the monthly rate of GoMoorhead.com Service affected by thirty (30) days; and then (b) multiplying the daily rate by the number of days, or major fraction thereof, that the GoMoorhead.com Service was interrupted. GOMORHEAD.COM DOES NOT WARRANT THAT GOMORHEAD.COM SERVICES ARE ERROR FREE AND EXCLUDES ALL WARRANTIES OF WHATEVER KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 5. **Limitation of Liability**

5.1 GOMORHEAD.COM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF PROFITS/OR LOSS OF BUSINESS WITH THE EXCEPTION OF THE LIABILITIES SET FORTH IN SECTION 4 OF THIS AGREEMENT.

5.2 Customer is solely responsible for terminating any prior telephone, Internet, cable and/or other services.

Section 6. **Force Majeure**

6.1 With the exception of payment of charges due under this Agreement, GoMoorhead.com shall be excused from performance if its performance is prevented by acts or events beyond its control including but not limited to severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; or act of legislative, judicial, executive, or administrative authorities.

Section 7. **Nonwaiver**

7.1 The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision of this Agreement.

Section 8. **Governing Laws**

8.1 Interpretation of this Agreement shall be governed by the laws of the State of Minnesota. Any cause of action arising from this Agreement shall be brought in a state court with appropriate jurisdiction in the city of Moorhead, state of Minnesota.

Section 9. **Successors and Assigns**

9.1 GoMoorhead.com may assign its rights and delegate under this Agreement to its parent, a subsidiary, or any affiliate without prior, written permission.

Section 10. **Renewal**

10.1 GoMoorhead.com makes no assurance that this Service will be offered beyond the terms herein, or that such a Service will be offered at the same rates as set forth in this Agreement. GoMoorhead.com reserves the right to change its Service and/or rate after one (1) month from this Agreement's date.

Section 11. **Customer Support**

11.1 GoMoorhead.com provides telephone customer service and technical support. On-site technical support will be provided by GoMoorhead.com at an hourly rate of \$40.00, for issues not related to GoMoorhead.com (IE: Computer, spy ware, virus's, ad ware, ...) which will be billed by and paid directly to GoMoorhead.com

Section 12. **Expression of Parties' Understanding**

12.1 This Service Agreement and the Acceptable Use Policy contain the full and complete expression of the Parties' understanding and agreement for the supply and purchase of GoMoorhead.com Service. Please note that you have agreed to the Acceptable Use Policy when you initiated GoMoorhead.com Service.

PAYMENT INSTRUCTIONS:

- Your payment must be received in our offices by the due date shown on the first page of your statement. Past due amounts are due immediately.
- A late fee of five (5) percent of the current charges will be added if not paid by the due date.
- Past due payments may cause a suspension of services within five (5) days of the Payment Due Date shown on this statement where the charges first appeared.
- Should disconnection be necessary, service will not be restored until full payments of amounts owing is received plus a \$20.00 reconnection fee. There is a \$30.00 charge for all returned checks and ACH transactions.

IMPORTANT INFORMATION ABOUT YOUR BILL:

- Monthly service charges are billed in advance.

QUESTIONS REGARDING YOUR BILL:

- If you have any questions regarding your monthly statement, please call 218.299.5555 or write us ON A SEPARATE PIECE OF PAPER, no later than thirty (30) days after the original billing date on your statement. Telephone calls and notations that you make on your checks or material accompanying your statement will not secure your rights. You can mail your inquiries to GoMoorhead.com, P.O. Box 738, Moorhead, MN 56561-0738.