

LakeNet Communications  
Service Agreement Terms

LakeNet Communications, "Full Access" Internet Service consists of services and access to data communications equipment that provides "Unlimited Interactive Internet Access" to the global computer network known as the Internet. "Unlimited Interactive Internet Access" is further defined by the terms of this agreement, which will constitute the entire Agreement between LakeNet Internet and the Subscriber.

1. LakeNet Communications "Full Access" Internet Service may only be used for lawful purposes. Any transmission of material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless LakeNet Communications from any claims resulting from your use of Internet service, which damages you or another party.
2. The Subscriber agrees to indemnify LakeNet Communications against liability for the actions of each person to whom it allows to use the services provided by this Service Agreement. Any access to other networks connected to LakeNet Communications must also comply with the rules for that other network. Connectivity is provided for yourself or organization only. Resale or use of the connection by another user or organization is prohibited.
3. The Subscriber is responsible for and must provide all telephone lines, communications equipment and software necessary to access the Internet. LakeNet Communications, at its discretion, may assist the Subscriber in obtaining the proper telephone lines, communications equipment and software. "Full Access" dial-up Internet services are for an individual's personal use only. Any shared usage and/or multiple connections are prohibited. LakeNet Communications does offer dedicated connectivity options for those who need always-on or multiple Internet access connections.
4. Upon notice to the Subscriber, LakeNet Communications may modify this Service Agreement. Such modifications may include, price changes, maintenance schedules and discontinuance of parts of the service. LakeNet Communications reserves the right to change the rates and otherwise modify these Terms and Conditions by making notice 30 days in advance to the effective date of change.
5. LAKENET COMMUNICATIONS MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED REGARDING THE QUALITY OF THE INTERNET ACCESS SERVICE TO BE PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO, THE CONDITION, MERCHANTABILITY, FITNESS, ADAPTABILITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE OF IT'S INTERNET SERVICE. "FULL ACCESS" INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER LAKENET COMMUNICATIONS NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE INTERNET SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF IT'S "FULL ACCESS" INTERNET SERVICE OR INABILITY TO USE THE INTERNET SERVICE. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS CAUSED BY LAKENET COMMUNICATIONS OR BY YOUR OWN ERRORS OR OMISSIONS. USE OF ANY INFORMATION OBTAINED VIA LAKENET COMMUNICATIONS IS AT YOUR OWN RISK. LAKENET COMMUNICATIONS SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.

6. LakeNet Communications "Full Access" is defined as "Unlimited Interactive Internet Access". LakeNet Communications does not limit the number of times you can connect to the Internet. LakeNet Communications does reserve the right to limit unreasonably excessive use of connection times and/or resources of equipment. This includes, but is not limited to, 5 Megs of space (for email storage and non-domain website), Idle connections (45 minutes or more with no activity), Line Camping (8 hours or more of continuous connection times), Excessive Use (connection times that exceed 400 hours per month), Web Site Hosting, or Spamming (any attempt to engineer or construct methods to send or retrieve significantly large amounts of news and/or mail outside the uucp).

7. Charges for the Internet services provided under this Agreement will be invoiced in advance of the term in which the Internet Access Service is provided. Charges that begin during a given month will be prorated and included in the following months invoice. Terms of payment on all charges are net, ten (10) days to: LakeNet Communications, located at 4th Street & 15th Avenue, Two Harbors, MN 55616. If any payment due hereunder is not made by the Subscriber within thirty (30) days after the invoice date, a late charge of one dollar or one or one and one-half percent (1-1/2%), whichever is greater, per month shall be due and payable with respect to such payment. Payments to LakeNet Communications are non-refundable. No refunds will be given for canceled accounts unless the account is clearly defective and non-working. Cancellation of accounts can be made by phone, fax or postal mail and will terminate at the end of the account period. LakeNet Communications may, in addition, at its sole direction and without notice to Subscriber (a) suspend its performance under this Agreement and Subscriber's access to and use of its Internet Service or (b) terminate this Agreement and Subscriber's access to and use of this Internet Service. LakeNet Communications reserves the right to change the rates and otherwise modify these Terms and Conditions by making notice 30 days in advance to the effective date of change. Violation of the Terms of this Agreement by subscriber may cause suspension or termination of their Internet services by LakeNet Communications.

8. This Agreement will be governed by the laws of the State of Minnesota. Any claims or cause of action related to the Internet Service must be instituted within one year after the claim or cause of action has arisen or be barred. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of any such provisions or the remaining provisions of this Agreement.