

## superstring Interlink wireless access TERMS OF SERVICE agreement

**superstring Interlink Inc. reserves the right to prohibit use of services to any individual or group that exploits this service or inhibits the rightful service to others. By using our wireless network you agree to abide by all rules and stipulations drafted in this document.**

Here are the rules that govern use of the Superstring Interlink Wireless access Internet Service. By virtue of having a Superstring Interlink Wireless access account, you agree to these terms of service and are bound by them. If you do not agree with our terms of service, you must contact our Customer Support Department at (212) 937-8902 to cancel your account.

1. The Superstring Interlink Wireless access Internet Service (Superstring Interlink Wireless access Service), as operated by Microwave Satellite Technologies, Inc. d/b/a Superstring Interlink Wireless access (Superstring Interlink Wireless access) is a computer, interactive information, communication and transaction service allowing access to the Internet, bulletin boards, private networks and other communications outlets. The Superstring Interlink Wireless access Service is available to an authorized member through a personal membership account (Membership); it is accessible through a personal computer, or other access device and a communications connection (e.g. modem, telephone line).

2. CAREFULLY READ the terms of this agreement which governs your use of the Superstring Interlink Wireless access Service. Superstring Interlink Wireless access may modify this agreement at any time and in any manner, including, but not limited to, the charges associated with the use of the Superstring Interlink Wireless access Service. Any modification is effective immediately upon either a posting on the Superstring Interlink Wireless access Web Site (<http://www.SuperstringInterlink.net/company/tos/>), electronic mail, or conventional mail. You are responsible for regularly reviewing the terms and conditions and additional terms. If any modification to this agreement is unacceptable to you, you may immediately terminate your membership as provided in Section 18 below. Your continued use of the Superstring Interlink Wireless access Service following any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s).

3. Superstring Interlink Wireless access grants to you ("Member") a non-exclusive, non-transferable right to access, use and display the Superstring Interlink Wireless access Service on any machine(s) of which you are the primary user. Member may not, however, maintain access to the Service on more than one modem at any given time. Superstring Interlink Wireless access Service is provided on an AS IS, AS AVAILABLE basis WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY Superstring Interlink Wireless access, ITS EMPLOYEES, LICENSORS OF THE LIKE, SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

4. You understand that except for information products or services clearly identified as being supplied by Superstring Interlink Wireless access, neither Superstring Interlink Wireless access, nor any of its affiliates, operates or controls any information, products or services accessible through the Superstring Interlink Wireless access Service in any way and that, except for such Superstring Interlink Wireless access identified information, services or products, all merchandise, information and services offered or made available or accessible through the Service are offered or made available or accessible by third parties who are not affiliated with Superstring Interlink Wireless access or its affiliates. YOU EXPRESSLY AGREE that use of the Superstring Interlink Wireless access Service is at your SOLE RISK and YOU AGREE that any information, service or product accessible through the Service is WITHOUT WARRANTIES OF ANY KIND BY Superstring Interlink Wireless access AND ITS AFFILIATES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Member may order and purchase merchandise or services from other Members and users of other communications outlets including the Internet. Member acknowledges that all transactions concerning third party (Seller) merchandise or services, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between Seller and Member. Superstring Interlink Wireless access makes no warranties or representations whatsoever with regard to any goods or services provided by Seller. Superstring Interlink Wireless access shall not be a party to a transaction between Member and Seller, or be liable for any cost or damage arising either directly or indirectly from any action or inaction of Seller or Member.

6. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL Superstring Interlink Wireless access, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE Superstring Interlink Wireless access SERVICE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE Superstring Interlink Wireless access SERVICE including but not limited to reliance on any information obtained on the Superstring Interlink Wireless access Service; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Superstring Interlink Wireless access's records, programs or services. YOU HEREBY ACKNOWLEDGE that this PROVISION SHALL APPLY WHETHER OR NOT Superstring Interlink Wireless access IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND that this PROVISION SHALL APPLY TO ALL CONTENT, MERCHANDISE OR SERVICES AVAILABLE THROUGH THE Superstring Interlink Wireless access SERVICE.

7. Local access dial-up numbers may not be available in all areas. Member is solely responsible for determining if use of a particular dial-up number will cause Member to incur long-distance, toll, or other charges. Member is responsible for all long distance, toll or other telecommunications charges incurred or associated with connecting to the Superstring Interlink Wireless

access Service through an available access number. Member is responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), or other access device, necessary to access the Superstring Interlink Wireless access Service.

8. Member certifies to Superstring Interlink Wireless access that he/she is not a minor. (A minor's parent or legal guardian may authorize a minor to use his/her account(s) under supervision by the parent or guardian). For purposes of identification, billing and marketing, Member agrees to provide Superstring Interlink Wireless access with accurate, complete, and updated information required by the registration to the Superstring Interlink Wireless access Service (Member Registration Data), including Member's legal name, address, telephone number(s), and applicable payment data (e.g., credit card number and expiration date). Member agrees to notify Superstring Interlink Wireless access within thirty (30) days of any changes in Member Registration Data. Failure to comply fully with this provision may result in immediate suspension or termination of your right to use the Superstring Interlink Wireless access Service.

9. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with Member's principal account. Each Member is responsible for the use of his/her/its account(s) under any name on that account by any person, and for ensuring full compliance with this Agreement by all users of his/her/its account(s). A Superstring Interlink Wireless access Service account may not be transferred without prior written approval from Superstring Interlink Wireless access and is subject to any limits established by Superstring Interlink Wireless access. Member is responsible for maintaining the confidentiality of his/her/its passwords and must notify Superstring Interlink Wireless access immediately upon discovering any unauthorized use of its account. Member is responsible for all activities and charges resulting from use of Member's principal account with the Superstring Interlink Wireless access Service. Member agrees to pay all monthly membership fees, connect time charges, surcharges, applicable taxes and other charges incurred by Member and/or his/her/its designated users. Payments are due within thirty (30) days after the month in which the charges are incurred. Superstring Interlink Wireless access is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Superstring Interlink Wireless access. Superstring Interlink Wireless access reserves the right to charge a \$25 fee on all returned checks. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than thirty (30) days old. In the event of a breach of security, Member will remain liable for any unauthorized use of the Superstring Interlink Wireless access Service until Member notifies Superstring Interlink Wireless access by calling (212) 937-8902 (customer service). Current rates for using the Superstring Interlink Wireless access may be obtained by calling (212) 937-8902 or through Superstring Interlink Wireless access's web site at "<http://www.SuperstringInterlink.net>". Superstring Interlink Wireless access reserves the right to increase fees, surcharges, monthly membership fees or to institute new fees at any time upon thirty (30) days prior notice. Superstring Interlink Wireless access may reduce these fees at any time without notice to Member. In the event that a Member's account is terminated or canceled, on-line time credited to Member's account is not convertible to cash or other form of credit. If Superstring Interlink Wireless access does not receive the full amount of Member's Superstring Interlink Wireless access Service account balance within thirty days (30) days of the invoice date or billing date, the lesser of an additional 1.5%, or the highest percentage allowed by law, of the outstanding balance will be added to Member's bill as a late charge each month and shall be due and payable. Member shall also be liable for all attorney and collection fees arising from Superstring Interlink Wireless access's efforts to collect any unpaid balance of Member's account(s).

10. YOU UNDERSTAND that information available to you through the Superstring Interlink Wireless access Service may include MATERIALS THAT ARE UNEDITED, SEXUALLY EXPLICIT OR OFFENSIVE TO YOU AND THAT YOUR ACCESS TO SUCH MATERIALS IS AT YOUR OWN RISK. Superstring Interlink Wireless access HAS NO RESPONSIBILITY FOR OR CONTROL OVER SUCH MATERIALS. Superstring Interlink Wireless access may provide links through the Superstring Interlink Wireless access Service to third party Web sites. Such sites are not under its control and Superstring Interlink Wireless access is not responsible for the contents of such sites, including without limitation any link contained in such a site. Any such links are provided as a convenience only and are not intended as an endorsement by Superstring Interlink Wireless access or the entity operating such site or a warranty of any type regarding the web site or the information on the web site. Member is responsible for viewing and abiding by the privacy statements and terms of use posted at such third party sites.

11. Member recognizes that he or she is solely responsible for the content of any information Member makes available through the Service and that Superstring Interlink Wireless access is under no obligation to monitor the Service. Member agrees that if Superstring Interlink Wireless access is made aware of content that Superstring Interlink Wireless access deems in its sole discretion to be unacceptable, undesirable, offensive, indecent, obscene, excessively violent or otherwise objectionable, Superstring Interlink Wireless access has the right, but not the obligation, to remove or deny access to such content. Member expressly agrees that Superstring Interlink Wireless access shall not be liable to Member for any action Superstring Interlink Wireless access takes to remove or restrict access to such material, nor for any action taken to restrict access to material posted in violation of any law, regulation or rights of a third-party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander and invasion of privacy. Member recognizes that Superstring Interlink Wireless access's actions with respect to all such material may include restriction, suspension or termination of Member's access privileges and/or deletion of the objectionable material. Superstring Interlink Wireless access may disclose information regarding use of the Service for any reason if Superstring Interlink Wireless access, in its sole discretion, believes that it is reasonable to do so, including, but not limited to: satisfy laws, regulations or governmental or legal requests; operate the Service properly; or protect itself and its Members.

12. Material accessible to Member through the Superstring Interlink Wireless access Service may be copyrighted. Except as expressly permitted by the copyright holder of the material, neither Member nor Member's designated users may reproduce, redistribute, retransmit, publish or otherwise transfer, or commercially exploit, any material which they access or receive through the Service.

13. Member expressly agrees not to use the Superstring Interlink Wireless access Service in a manner that is prohibited by these terms and conditions or any law or regulation or to facilitate the violation of any law or regulation. Member may not attempt to gain unauthorized access to any Superstring Interlink Wireless access site/service, other accounts, computer systems or networks

connected to any Superstring Interlink Wireless access site/service through hacking, password mining or any other means. Member further agrees not to use the Service in a manner that will disrupt third parties' use or enjoyment of the Superstring Interlink Wireless access Service or other communications services and outlets. Member acknowledges that prohibited conduct includes, but is not limited to, use of the Service to invade the privacy of third parties, impersonation of Superstring Interlink Wireless access personnel, transmitting via e-mail, USENET, chat service or the Member's personal web page or site, abusive, profane, libelous, slanderous, threatening or otherwise harassing material and posting material in any USENET or newsgroup that is off-topic according to the charter or other public statement of the USENET or newsgroup. Member also agrees not to use the Service to solicit other members to patronize competing services, not to violate or tamper with the security of the Superstring Interlink Wireless access Service or attempt to utilize another member's account name or persona without authorization from that member.

14. Member acknowledges that he/she/it is expressly prohibited from utilizing the Superstring Interlink Wireless access service, Superstring Interlink Wireless access's equipment or any Superstring Interlink Wireless access electronic mail address in connection with the sending of the same or substantially similar unsolicited electronic mail message, whether commercial or not, to a large number of recipients. This prohibition extends to the sending of unsolicited mass mailings from another service which in any way implicates the use of the Superstring Interlink Wireless access Service, Superstring Interlink Wireless access's equipment or any Superstring Interlink Wireless access electronic mail address. A message is unsolicited if it is posted in violation of a USENET or newsgroup charter and/or if it is sent to a recipient who has not requested or invited the message. For purposes of this provision, merely making one's e-mail address accessible to the public shall not constitute a request or invitation to receive messages. Member specifically agrees that he/she/it will not utilize the Superstring Interlink Wireless access Service, Superstring Interlink Wireless access's equipment or any Superstring Interlink Wireless access electronic mail address in connection with the transmission of the same or substantially similar unsolicited message to 50 or more recipients or 15 or more Usenet's or newsgroups in a single day. For each day upon which this provision is violated, Member agrees to pay Superstring Interlink Wireless access damages to compensate for the lost goodwill such a violation causes. Member agrees to pay Superstring Interlink Wireless access \$10 per day as liquidated damages and not a penalty for an unintentional violation of this provision, but where warranted, such as in the case of an accidental transmission, Superstring Interlink Wireless access may waive all or part of the applicable charge. In cases of willful violations of this provision, Member agrees to pay Superstring Interlink Wireless access \$200 per day as liquidated damages and not a penalty. Superstring Interlink Wireless access at its sole discretion shall determine whether a violation was unintentional or willful. Payment by member under this provision shall not prevent Superstring Interlink Wireless access from seeking to obtain other legal remedies against member, including other damages or an injunction.

15. Member acknowledges that Superstring Interlink Wireless access will NOT tolerate trademark or copyright violations intentional or unintentional via Electronic mail, USENET, or FTP access. Member expressly agrees that Superstring Interlink Wireless access shall not be liable to Member or parties interacting with Member for any damages resulting from action Superstring Interlink Wireless access take to enforce this provision.

16. Member agrees that any personal web page or site Member publishes in connection with the Superstring Interlink Wireless access Service is intended for personal use. To ensure that all Members can use and enjoy the Service, Member agrees that Superstring Interlink Wireless access is entitled to suspend or terminate access to any Member's web page or site if Superstring Interlink Wireless access determines that the page or site has, on any single day, received download traffic of fifty megabytes (50,000K) or more. Member expressly agrees that Superstring Interlink Wireless access shall not be liable to Member or parties interacting with Member for any damages resulting from action Superstring Interlink Wireless access takes to enforce this provision. Member's posting of material on the web site or provision of material to Superstring Interlink Wireless access to use on its web site will be deemed to be a grant by you to Superstring Interlink Wireless access of a license to the material to include the material on the web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so and Member waives all rights of attribution with respect to the material. No compensation will be paid regarding use of any such submission and Superstring Interlink Wireless access is under no obligation to post or use any submission and may remove any submission at any time in its sole discretion.

17. Member acknowledges that the Superstring Interlink Wireless access service is intended for periodic, active use of electronic mail, Usenet newsgroups, file transfers via ftp, internet relay chat, interactive games and browsing of the World Wide Web. Member agrees NOT to use the Superstring Interlink Wireless access service to operate server programs, including, but not limited to mail servers, IRC servers, ftp servers or web servers. Member further agrees not to use the Superstring Interlink Wireless access service on a standby or inactive basis in order to maintain a connection. Automated electronic or mechanical processes employed to maintain a constant connection such as use of an auto-dialer, persistent checking of e-mail or "pinging" the host are expressly prohibited. Member agrees that Superstring Interlink Wireless access may terminate member's connection following fifteen (15) minutes of inactivity as determined by Superstring Interlink Wireless access. Superstring Interlink Wireless access will allocate system resources to provide the best possible service to all members. Superstring Interlink Wireless access reserves the right to limit, restrict or prioritize access to system resources, including CPU time, memory and disk space

18. Member recognizes that this Agreement continues only for so long as the parties' mutually agree to continue it. Either Member or Superstring Interlink Wireless access may terminate the Agreement and Member's Membership at any time for any reason or no reason. Superstring Interlink Wireless access may also restrict, suspend or terminate, without notice, Member's access to and use of the Superstring Interlink Wireless access Service upon any breach of this Agreement. In the event of any termination for breach of this Agreement, Member shall not establish a new membership with Superstring Interlink Wireless access for one year from the date of termination. Member's only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of Superstring Interlink Wireless access in operating the Superstring Interlink Wireless access Service, any change in the content of the Superstring Interlink Wireless access Service, or any change in the amount or type of fees charged in connection with the Superstring Interlink Wireless access Service, is to terminate Membership by delivering notice to Superstring Interlink Wireless access, effective the day Superstring Interlink Wireless access receives notification of termination or any future date specified which is acceptable to Superstring Interlink Wireless access. Upon termination of this Agreement, Member shall have no right (a) to obtain any credit(s) otherwise due to Member, and such credit(s) will be forfeited, (b) to access through

Superstring Interlink Wireless access any materials stored on the Internet or (c) to access any third-party providers of services, merchandise or information on the Internet through Superstring Interlink Wireless access, and Superstring Interlink Wireless access shall have no responsibility to notify such third-party providers nor shall Superstring Interlink Wireless access have any responsibility for any damages that result from the lack of such notification.

19. Upon request of Superstring Interlink Wireless access, Member agrees to defend, indemnify and hold harmless Superstring Interlink Wireless access, its officers, directors, employees, agents and licensees, from any claims and expenses, including reasonable attorney's fees, arising out of or relating to Member's use of the Superstring Interlink Wireless access Service.

20 Interpretation and enforcement of this agreement shall be governed by the laws of the state of New York (excluding its choice of law rules). Member consents to personal jurisdiction in the federal and state courts of New York , New York for any action arising out of or relating to member's use of the Superstring Interlink Wireless access Service. The federal and state courts of New York , New York shall have exclusive jurisdiction over all such actions. In any such action, the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

21. Any rights not expressly granted herein are reserved.

21. This Agreement constitutes the entire agreement between you and Superstring Interlink Wireless access with respect to the Superstring Interlink Wireless access Service and supersedes all prior agreements between you and Superstring Interlink Wireless access. Superstring Interlink Wireless access's failure to enforce any provision of this agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

#### SHELL ACCOUNT USAGE

The LinuX shell account that is included shall be governed by the following rules:

No "Eggdrops" or other IRC "bots" are permitted to be run by any Superstring Interlink Wireless access user.

No user has the right to bind to ANY port.

The user is permitted to access the shell account from the IP address assigned to the users dial up connection. No user is permitted to connect from any address other than the above specified. If the user requires access from another address or server, the user can call Superstring Interlink Wireless access with the EXACT IP address that they wish to connect from. Permission for this will be granted using the Representatives discretion.

.bash\_history shall NOT be altered, deleted, or otherwise changed by the user. Using the "ln" command to link .bash\_history to /dev/null or anything else for that matter will be treated as deletion of the file, in which case appropriate measures will be taken.

Members are required to limit the amount of disk space used to 5(five) megabytes of data. Superstring Interlink Wireless access reserves the right to delete files from the users directory at its discretion. Superstring Interlink Wireless access reserves the right to scan user directories for anything of a suspicious or threatening origin. In the even that a file or files are found that threaten system integrity or the security or well-being of Superstring Interlink Wireless access, or any other service, appropriate action will be taken. This may result in account cancellation, fine, or arrest.

Abuse of such programs such as ping will NOT be tolerated.

Users are permitted to compile for PERSONAL use only. Programs being compiled for any other reason will not be permitted.

Any user that is caught with c code or binaries for any sort of UNIX "exploit" will be removed from the system WITHOUT refund.

Any user caught trying to "SU" will be treated in the above manner. The owner of the Superstring Interlink Wireless access account is the only person that has the right to use the Superstring Interlink Wireless access shell account. Under NO circumstances are account names and passwords to be given out to anyone other than the OWNER of the Superstring Interlink Wireless access account. Owners will be held FULLY RESPONSIBLE for any actions taken or processes started with their Superstring Interlink Wireless access username.

#### PASSWORD VALIDATION

Users that forget their passwords are asked to call the Superstring Interlink Wireless access office between 9 AM and 9 PM Monday through Friday and request that their passwords given to them via a return call to their HOME. Under NO CIRCUMSTANCES is the USER permitted to have the password given to them via ANY OTHER phone number.