

# SKYRIM END-USER SERVICE AGREEMENT (EUSA)

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You are strongly encouraged to read the entire agreement and check [WWW.SKYRIM.COM](http://WWW.SKYRIM.COM) for changes and updates periodically.

Please read this agreement carefully and entirely before using SKYRIM Products and/or Services. For the most current version of this agreement please visit [www.skyrim.com](http://www.skyrim.com) or contact us at 1-888-7SKYRIM.

**A. INTRODUCTION.** SKYRIM Corporation ("SKYRIM") provides its Internet Access and/or communications services, as they may exist from time to time ("Service" or collectively "Services" or "SKYRIM Services"), to End Users who pay a monthly, quarterly, or yearly service fee, in advance, to subscribe to the Services, as well as to those who access Services without established accounts ("Customers" or "End Users"). By establishing an account or using the Services, I, the End-User, agree to be bound by this SKYRIM Service User Agreement ("Agreement") and to use the Services in compliance with this Agreement, SKYRIM Terms of Service, WiFi Internet Terms and Conditions and all other applicable terms, conditions, agreements, provisions, and policies. If I do not agree to the terms and conditions of any of the aforementioned agreements, including any future revisions, I understand that I shall not use the Services and must immediately terminate my use of the Services.

**B. PAYMENT OBLIGATIONS.** I understand that I must (i) provide SKYRIM with accurate and complete billing information including, but not limited to, full legal name, Tax ID, Social Security Number, Driver's License Number, full address, telephone number, and credit card/billing information, and (ii) report to SKYRIM all changes to this information within thirty (30) days of the change. I further agree that I am responsible for any and all charges to my account. Customers with questions regarding account charges should contact SKYRIM Customer Care at 1-888-7SKYRIM. All charges are considered valid unless disputed in writing within fifteen (15) days of the billing date. Adjustments will not be made for charges that are more than thirty (30) days old. Charges are billed to and paid for in advance by Customers' credit cards, debit cards or by customer check or money order, as applicable, for all monthly, quarterly, and yearly service plans. Any additional usage or service charges not included in the recurring service plan fees will be billed monthly. I, the Customer, understand that I am responsible for any and all charges or expenses (e.g. overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by SKYRIM. SKYRIM reserves the right to change prices and institute new fees at any time without notice. If paying by check or money order, payments are due on the date stated on the bill or postmark date of the bill, whichever is later. Accounts are considered delinquent 5 days after the date on the bill or postmark date of the bill, whichever is later. I understand that delinquent accounts may be suspended or canceled at the sole discretion of SKYRIM; however, charges may continue to accrue until the account is terminated by me. SKYRIM may bill an additional charge to reinstate a suspended account. If an account is suspended for nonpayment, SKYRIM may reinstate the account once payment is received unless I notify SKYRIM that the account is to be terminated. On expiration of one-year and two-year service plan terms, I, the Customer, unless informed otherwise, will automatically have my service plan renewed and will be re-billed for the same plan term in advance.

**C. EQUIPMENT.** All wireless, wired, routing, switching, back-up, mounting, hardware, and any other equipment installed in or on Customer's premises ("Premises") supplied or leased by SKYRIM to me, or hosted by me ("Equipment"), is and remains to be the property of SKYRIM, and that upon termination of this Agreement for any reason I agree to return all Equipment to SKYRIM in the same condition as when received, ordinary wear and tear excepted, within seven (7) days. Certain Equipment is an extension of SKYRIM network and may provide Services to other End-Users, as such; I will, while hosting such equipment at my property ("Donor Site"), provide a minimum 30 day written notice prior to disconnection/interruption of electrical power to the facilities where such Equipment is hosted. I agree that there will be no alterations, modifications or tampering with the Equipment on my property at any time, under penalty of Florida Law. I understand that all Equipment provided to me is my responsibility and agree that if the Equipment is tampered with, lost, stolen or not returned by me, I agree to pay SKYRIM any reasonable costs that may arise from such loss but no less than minimum of \$900 per SU, \$900 per AP, and \$300 per NCAD. I further agree that if any of the Equipment is damaged, other than by tampering, or non-return, I agree to be charged the costs of repair and/or replacement and any incidental expenses. I am responsible for damage(s) to Equipment while in my use and possession, and for any additional, out of plan, non-scheduled service and/or telecommunications charges that I incur when using Services. SKYRIM reserves the right and ability to pursue all available contract, tort or statutory remedies arising from the tampering of Equipment for the purposes of theft or attempted theft of any of the Services.

**D. SUBSCRIPTION AGREEMENT AND REQUIREMENTS.** I, the Customer, understand that to enter into an agreement with SKYRIM I must be at least 18 years of age, or must obtain parent/guardian permission prior to entering into this Agreement. My Premises will be available for the repair, inspection, replacement and/or removal of Equipment between 8:00AM and 8:00PM Monday through Sunday. For as long as Customer subscribes to SKYRIM Services, SKYRIM will maintain, upgrade and repair applicable facilities owned or provided by SKYRIM to the Customer. However, I understand that I am responsible for the cost of repair and maintenance of any facilities I own or provide. If I, the Customer, am not the owner of the Premises in which the Equipment is to be installed or connected, I warrant that I have consent of the owner of the Premises to authorize access and modification to the Premises by SKYRIM to make the installation and/or connection contemplated by this Agreement. In the event I decide to disconnect Service, I agree to give thirty days written notice to SKYRIM. I confirm that I have full authority to act and execute this Agreement and agree to grant SKYRIM, its successors and assigns, access to facilities for provision and maintenance of the Services and/or any other services that SKYRIM may deem necessary, thereby granting unto SKYRIM full and free right and authority to repair, install, construct, operate, maintain, replace and reconstruct the Services and other services as deemed necessary, and equipment necessary to the provision of such services. I agree to grant, authorize to grant, and/or have obtained permission and authority to grant SKYRIM non-exclusive access and right of way to the property and facilities; a right to cause within, and to enter or penetrate into or transmit through any portion of the property and/or facilities, or any air space above the ground surface of the property or facilities. I understand that SKYRIM may at any time take any of the steps necessary to prevent theft of the Services.

**E. TERMINATION.** I may terminate my account at any time and for any reason by logging into my SKYRIM Online Account at [www.SKYRIM.com](http://www.SKYRIM.com) and submitting the online cancellation request form to Customer Care. For security purposes, SKYRIM does not accept verbal cancellation requests. I understand that cancellation requests are dated only from the moment I receive a "disconnection case number" as my proof of my request. I understand that if I'm having any difficulty opening a disconnection case request online, I may call SKYRIM Customer Care at 1-888-7SKYRIM and SKYRIM will help me obtain a disconnection case number online. I acknowledge that it may take up to fifteen days to disconnect my Services from the time I request disconnection, and I understand that I am responsible for all applicable charges through the date of disconnection itself, and the monthly fee for the final month shall not be prorated. SKYRIM may provide me with a Service Disconnection Date but is not obligated to do so. If under contract, I shall immediately pay all monthly recurring charges total associated with the terminated Services for the balance of the term of such Services term and/or contract, and I shall pay any and all originally waived Deposit Fees, Setup Fees and Installation Fees, as applicable, which shall be reinstated and become due immediately. If my account included space on SKYRIM servers, I understand that anything stored on this space will be deleted upon termination. Without prior notice, SKYRIM may terminate this Agreement, my password, my account, or my use of the Services, at its discretion for any reason at any time. Terminations include, without limitation, if SKYRIM, in its sole discretion, believes I have violated this Agreement or Internet Service Terms and Conditions, or if I fail to pay any charges when due. SKYRIM may provide termination notice to me by e-mail addressed to my e-mail account on file. Sections B, C, D, E, and F of this Agreement shall survive any and all terminations.

**F. CUSTOMER'S ACCOUNT, PASSWORD, AND SECURITY.** For security purposes, all new End-Users must immediately change their initial passwords upon activation. I, the Customer, and other persons, authorized by me to use my account, are the only authorized users of my account and will comply with this Agreement. I further understand that I am liable for any and all liability that may arise out of the content transmitted by or to my account or any person, whether authorized or unauthorized, using my account. I understand that all users over and above the specified service plan

capacity may be registered for additional user charges, these users cannot be added until charges have been applied. I shall keep my password confidential so that no one else may access the Services through my account. I will notify SKYRIM immediately upon discovering any unauthorized use of my account. Using SKYRIM Services for unauthorized commercial use (e.g., revenue generation, advertising, etc.) is prohibited. I understand that at discretion of SKYRIM, email accounts exceeding allotted email space may either be transferred to a compressed temporary file or storage, removed or I may purchase additional space, and that SKYRIM may delete temporary files from the server 30 days after notifying me. Any website hosted by SKYRIM and exceeding the amount of space allotted to me may be suspended until I reduce the disk space usage to the amount of space allotted or less or purchase additional space. I understand that any free website provided to me by/via SKYRIM may be billed for excess traffic should it exceed the traffic limits. I may establish a commercial or high-volume account by contacting my SKYRIM Sales representative at [www.skyrim.com](http://www.skyrim.com) or 1-888-7SKYRIM. I agree not to excessively burden SKYRIM connection without prior approval. SKYRIM reserves the right to change dynamic and static IP numbers at any time, and to inform me, the Customer to use certain numbers to access Services or to restrict use of access. Usernames, passwords, and email addresses are property of SKYRIM and SKYRIM may alter or replace them at any time without notice.

**G. AUTOMATIC CHARGES.** (a) I, the Customer, agree that SKYRIM may charge any applicable fees related to the ongoing use of my Services, including but not limited to monthly service fees, additional services fees, support fees and optional service fees, to one or more credit cards, debit cards, and/or other accounts (hereinafter "Credit Card"), as provided by me to SKYRIM, from which SKYRIM may deduct charges, on my SKYRIM account at all times. I agree to pay my Credit Card bill for all applicable charges for the Services. I agree to maintain a valid Credit Card or an acceptable bank account from which SKYRIM may deduct charges, on my SKYRIM account at all times, where such Credit Card or account shall accept charges in the amount applied and for the Credit Card billing address I specify. I also agree to update the billing contact record, using SKYRIM Online Account interface or by calling 1-888-7SKYRIM, as it changes, such that my information is always current. In the event that billing contact information or payment information is not viable, SKYRIM reserves the right to temporarily or permanently limit access to my SKYRIM account and/or Services, and may require an increased deposit. (b) SKYRIM will provide documentation for any such charges via the billing contact email address listed under my SKYRIM account and/or by posting billing information on a website to which I will have been provided secure access. (c) SKYRIM may charge monthly fees and/or minimums at the beginning of my billing period without a review period, and the billing period commencement date will thus be considered my due date (e.g. if the minimum due for the Services is, hypothetically, \$20, then SKYRIM may charge that \$20 at the billing period commencement date). The date indicated for scheduled charging of my Credit Card and/or account will be considered my due date. (D) Absent any indication to the contrary, my due date shall be no later than the 1<sup>st</sup> day of each calendar month, at 12:00am (i.e. the first minute of the first day of the month). (E) Should I exceed my planned monthly usage, SKYRIM reserves the right to charge their choice of that actual amount via the Credit Card applicable to my SKYRIM account, and without further notice. In the event payment fails for this charge, SKYRIM reserves the right to temporarily suspend my Services pending payment. SKYRIM shall not be required, however, to bill me in such partial increments, and my responsibility to make payment as due shall not be mitigated in the event SKYRIM chooses not to bill me in periodic "during the month" increments. (F) I agree that in the event I cancel or terminate my Services, SKYRIM may charge any outstanding final amounts due hereunder, and any contract liability charges, if applicable (i.e. disconnection fees, early termination fees, etc.). (G) SKYRIM statements will be provided in Adobe Acrobat or other software format. I agree to use the free Adobe Acrobat Reader software or other software format as instructed by SKYRIM, to review SKYRIM invoices/statements. (H) It is my responsibility to look for invoice and/or statements at the billing interval applicable for my SKYRIM account, and notify SKYRIM in the absence of receiving expected statement(s) either via 1-888-7SKYRIM or by sending an online request to Customer Care from my SKYRIM Online Account. (I) In the event a charge is denied by my credit card issuer or bank, I hereby authorize SKYRIM to charge an amount less than the whole and charge the remaining portion to another account or carry forward any applicable balance and late fees. Amounts remaining as due may be re-attempted at any time. (J) I agree that I will notify SKYRIM, via a billing support case, of any perceived billing inaccuracies before disputing any charges with my bank. Should SKYRIM receive notification from my bank of a disputed charge, SKYRIM reserves the right to terminate Service immediately. Charges disputed by me with my bank or Credit Card, and later resolved in favor of SKYRIM, shall result in a forty-five dollar fee to my account, regardless of whether my Services are active at the time. (K) Credit Card information shall be maintained for tracking and historical purposes, so that SKYRIM can identify my Credit Card information in the event of a refund. Credit Cards may be marked upon request as "not for further use," however, the card information itself must be maintained in SKYRIM system.

**H. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY.** EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SKYRIM, SKYRIM DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH MAY BE SEXUALLY EXPLICIT AND/OR OFFENSIVE. SKYRIM HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. I, THE CUSTOMER, ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND AM SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET, AND AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT SKYRIM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. I ACKNOWLEDGE THAT SKYRIM MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH SKYRIM OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY SKYRIM OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. SKYRIM AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, SKYRIM'S CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE MONTH PERIOD.

**I. SERVICE MONITORING.** I, the Customer understand that SKYRIM has no obligation to monitor the Services, but may do so and disclose such information regarding use of the Services for any reason if SKYRIM, in its sole discretion, believes that it is reasonable to do so, including, but not limited to: satisfy laws, regulations, governmental or legal requests, operate the Services properly, or protect itself and/or its Customers; and that SKYRIM may immediately remove my material or information from SKYRIM servers, in whole or in part, which SKYRIM, in its sole and absolute discretion, determines infringes upon another's property rights or violate this User Agreement or Internet Service Terms and Conditions.

**J. TERMS OF AGREEMENT.** I agree that continued use of the Services constitutes acceptance of this Agreement, and any future versions thereof, SKYRIM Internet Terms and Conditions, and if I am dissatisfied with the Services or any related terms, conditions, provisions, rules, policies, guidelines, or practices, my sole and exclusive remedy is to discontinue using the Services and to terminate my account(s).

**K. JURISDICTION.** This Agreement is governed by Florida law without regard to conflict of law provisions. All federal and state courts within Florida alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. I consent to the personal jurisdiction of such courts sitting in Florida with respect to such matters or otherwise between me and SKYRIM, and waive my rights to or consent to removal.

**L. MISCELLANEOUS.** This Agreement, SKYRIM Internet Service Terms and Conditions, and other applicable terms, conditions, agreements, provisions, and policies posted at [www.skyrim.com](http://www.skyrim.com) constitute the entire agreement between me and SKYRIM with respect to my use of Services. SKYRIM may revise, amend, or modify this Agreement at any time and in any manner with or without notice.