

Acceptable Use Policy (AUP)

Read This USER Agreement Carefully Before Using Our Wireless Internet Services.

The terms and conditions of this Agreement shall govern the relationship between you ("USER") and Creative Wireless, Inc. ("CWI"). CWI provides its wireless Internet access services, as they may exist from time to time ("Services"), to USERS who establish an account with CWI. By establishing an account or using any software provided, developed, licensed Or owned by CWI (the "Software"), you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and other CWI policies posted on our Web site.

Subscription Requirements:

USERS must be at least 18 years old. Access points or enabled venues may not be available in all areas. Current prices for CWI's Services are posted on our Web site at <http://www.creative-wireless.net>. These rates also may be obtained by calling (310) 856-0555. CWI reserves the right to change prices and institute new fees at any time.

Payment Obligations of A USER :

USERS must (1) provide CWI with accurate and complete billing information including legal name, address, telephone number and credit card/billing information, and (2) report to CWI all changes to this information within 30 days of the change. USERS are responsible for any charges to their account.

USERS having questions regarding charges to an account should contact CWI's USER Service Department at (310) 856-0550 or by email at sales@creative-wireless.net. All charges are considered valid unless disputed in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

If charges are billed to USERS' credit cards each month for the applicable service plan, and any additional usage or services, CWI is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by CWI. If a USER requests to pay by check quarterly billing is required. CWI must receive Payment at least 3 days prior to the due date to avoid any interruption of service.

Delinquent accounts may be suspended or canceled at CWI's sole discretion; however, charges will continue to accrue until the account is canceled and collection fees, late charges or other similar fees may be added. CWI may bill an additional charge to reinstate a suspended account.

USER's Account, Password And Security:

Upon registration, You are the only authorized USER of your CWI account, except if expressly specified otherwise in your service plan, and you must comply with this Agreement. Please notify CWI immediately upon discovering any unauthorized use of your account.

You agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless Actively using it. You also agree not to provide any public information services over a wireless LAN connection.

CWI has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if CWI, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or Governmental or legal requests; operate the Services properly; or protect itself and its USERS.

Software License:

BY INSTALLING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

CWI grants to each USER a limited, nonexclusive, nontransferable and nonassignable license to install and use the Software, its associated documentation, and any updates thereto ("Licensed Programs") solely for personal or internal business purposes, including accessing and utilizing the Services. CWI may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to its USERS. This license does not entitle USER to receive hard-copy documentation, technical support, telephone assistance or enhancements or updates to the Licensed Programs. You may not: (1) redistribute the Licensed Programs; (2) permit other individuals to use the Licensed Programs; (3) modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based upon the Licensed Programs; (4) copy the Licensed Programs (except for back-up or archival purposes); (5) rent, lease, transfer, encumber, sublicense or otherwise transfer rights to the Licensed Programs; or (6) remove any proprietary notices or labels on the Licensed Programs. Any such forbidden use shall immediately terminate your license to the Licensed Programs. You also agree to only use the Licensed Programs in a manner that complies with all applicable laws in the jurisdictions in which you use the Licensed Programs, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

The Licensed Programs may automatically communicate with CWI's servers on the Internet to check for updates to the Licensed Programs, such as bug fixes, patches, enhanced functions and new versions. CWI will notify you when updates are available. If you decide to update, you agree that CWI may download updates and install them as part of the Licensed Programs. All such updates to the Licensed Programs are governed by this Agreement, unless other license terms are provided with the update. Although CWI uses encryption technology to provide security for the auto update process, CWI is not responsible for the failure of such security measures.

Title, ownership rights and intellectual property rights in and to the Licensed Programs shall remain in and with CWI and/or its licensors. The Licensed Programs constitute confidential and proprietary information of CWI and CWI's licensors and

embody trade secrets and intellectual property protected under United States copyright laws, other laws and international treaty provisions. You acknowledge such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with CWI's or its licensors' ownership of or rights with respect to the Licensed Programs. You agree, at your expense, to defend and hold CWI and its affiliates, officers, directors and employees harmless from any and all costs, damages and reasonable attorneys' fees resulting from any claim that your use of the Licensed Programs have injured or otherwise violated any right of any third party or violates any law. You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Licensed Programs, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You agree to comply with all export laws and restrictions and regulations of the United States or foreign agencies or authorities, and not to export or re-export the Licensed Programs or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Licensed Programs from the U.S.

This license will automatically terminate if you fail to comply with any term hereof. No notice shall be required from CWI to effect such termination. You also may terminate this license at any time by notifying CWI in writing of termination, destroying all copies of the Licensed Programs or by returning all of such copies to CWI. Upon any termination of this license, you shall immediately discontinue use of the Licensed Programs.
Disclaimer Of Warranties And Limitation Of Liability

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY CWI, CWI DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. CWI HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE 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. THE SERVICES AND THE LICENSED PROGRAMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CWI DOES NOT WARRANT THAT EITHER THE SERVICES OR THE LICENSED PROGRAMS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CREATIVE MAKES NO EXPRESS WARRANTIES AND USER WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH CWI OR THE INTERNET GENERALLY. USER EXPRESSLY ACKNOWLEDGES THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY AND CWI DOES NOT MAKE ANY ASSURANCES OR WARRANTIES RELATING TO SUCH RISKS. NO ADVICE OR INFORMATION GIVEN BY CWI OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. CWI AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES, THE LICENSED PROGRAMS OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, CWI'S CUMULATIVE LIABILITY TO ANY USER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES AND/OR LICENSED PROGRAMS SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID BY SUCH USER DURING A ONE YEAR PERIOD.

Web Site Usage:

Our Web site on the World Wide Web at the domain "<http://www.creative-wireless.net>" or any other site operated by CWI is a complimentary information service offered by CWI at no charge to USERS. We may provide links on the Web site to other Web sites that are not under our control. These links are provided for convenience only and are not intended as an endorsement by CWI of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

Your posting of material on the Web site or providing material to CWI to use on the Web site will be deemed to be a grant by you to CWI 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 you waive all rights of attribution and integrity with respect to the material.

Acceptable Use Policy:

All USERS of the Services and USERS of this Web site and/or the Software agree to and must comply with this Acceptable Use Policy (AUP). This AUP is intended to improve the use of the Internet by preventing unacceptable uses. We do not actively monitor the use of the Services under normal circumstances. Similarly we do not exercise editorial control or review over the content of any Web site, electronic mail transmission, newsgroup or other material created or accessible over or through the Services. However, we may remove, block, filter or restrict by any other means any materials that, in our sole discretion, may be illegal, may subject CWI to liability or may violate this AUP. CWI may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Services and/or CWI account or other actions as detailed below.

The following constitute examples of violations of this AUP. You agree to not use the Services to:

- (1) transmit any material (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable;
- (2) harm, or attempt to harm, minors in any way;
- (3) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Services;
- (4) transmit any material (by uploading, posting, email or otherwise) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
 - (5) transmit any material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
 - (6) transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
 - (7) transmit any material (by uploading, posting, email or otherwise) that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - (8) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other USERS of the Service are able to type, or otherwise act in a manner that negatively affects other USERS' ability to engage in real time exchanges;
 - (9) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
 - (10) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
 - (11) "stalk" or otherwise harass another; or collect or store, or attempt to collect or store, personal data about third parties without their knowledge or consent;
 - (12) resell the Services without CWI's authorization;
 - (13) use the Services for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, Bit torrent, or any other server.

CWI requests that anyone who believes that there is a violation of this AUP direct the information to: abuse@creativewireless.net. If available, please provide the following information: (1) the IP address used to commit the alleged violation; (2) the date and time of the alleged violation, including the time zone; and (3) evidence of the alleged violation. When reporting an issue regarding unsolicited email please provide a copy of the email messages with full headers which typically provides all of the above data. Other situations will require different methods of providing the necessary information.

CWI may take any one or more of the following actions, or other actions not listed, at CWI's sole discretion in response to complaints: (1) issue warnings: written or verbal; (2) suspend the USER's account; (3) terminate the USER's account; (4) bill the USER or USER for administrative costs and/or reactivation charges, with a minimum administrative cost; or (5) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

Term Of Agreement:

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and terminate your account.

Legal Notices:

All content included on this Web site, including, but not limited to, text, graphics, logos, buttons, icons, images and software, is the property of CWI or its licensors or partners and is protected by U.S. and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of this Web site without the express written permission of CWI is strictly prohibited.

CWI is committed to complying with U.S. copyright law and expects all of our USERS to do the same. The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512(c)(3) ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. If you believe that any material contained on this Web site infringes your copyright, you should notify CWI of your copyright infringement claim in accordance with the following procedure.

CWI will process all notices of alleged infringement and will take appropriate action as required by the DMCA and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to CWI's designated agent who is:

Legal
Creative Wireless, Inc.
2531 West 237th Street
Suite 102
Torrance, CA 90505
E-mail: legal@creative-wireless.net

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)): (1) Physical or electronic signature of a person authorized to act on behalf of the copyright owner; (2) Identification of the copyrighted work claimed to have been infringed; (3) Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit CWI to locate the material; (4) Contact information of the complaining party; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Termination:

You may terminate your account at any time and for any reason by providing notice of intent to terminate to CWI with at least 30 days written notice. Notice may be provided by: Email, Fax, or Postal mail, to Creative Wireless, Inc., USER Service, 2531 West 237th Street, Suite 102, Torrance, CA 90505, Support@creativewireless.net or Fax (310) 856 – 0557. CWI cannot accept USER cancellation via telephone.

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