

Citynets.com is now owned by NUQ Networks, LLC and all Terms and Conditions for NUQ Networks are applicable to Citynets.com and it's customers.

This Agreement is made between the provider NUQ Networks, LLC, 1351 E. Napier Ave, Benton Harbor, MI 49022, and the Customer identified below. NUQ Networks' services and facilities are provided on the terms and conditions contained herein. Customers and any person using any NUQ Networks services or facilities accept these terms and conditions and agree to be bound by them.

1. **Acknowledgement:** Customer acknowledges and understands that Customer is to receive the services detailed in this Agreement and the Customer is not relying on any affirmation of fact, promise, or description from any person or entity, nor another other oral or written representation other than what is contained in this Agreement.

2. **Billing and Payment:** NUQ Networks shall bill Customer for services rendered at the rates stated herein. Invoices include all applicable taxes, service charges, fees and surcharges. NUQ Networks shall commence billing immediately unless product ordered requires additional installation time. First and second month payments are billed upon service installation and are due within thirty (30) days of the invoice date. Where applicable, service charges for the first partial month of the service will be pro-rated and billed. Past due accounts will be charged a late fee of \$5.00 per month on any unpaid past due balance. Delinquent accounts are subject to immediate termination or suspension of services at the sole discretion of NUQ Networks. Customer may reinstate services suspended due to nonpayment by paying NUQ Networks within 30 days from date suspension commences, a Service Reinstatement Fee, plus all outstanding amounts due including cost of service that would have been provided during the period of suspension. If the Customer does not choose to reinstate service within 30 calendar days, NUQ Networks will deactivate the service without further notice and any applicable Early Termination Fee or other Fees will become immediately due and payable.

3. **Termination:** NUQ Networks may terminate services immediately upon violation of any term of this Agreement or the Acceptable Use Policy. Upon NUQ Networks' discontinuance of service for such violation, NUQ Networks shall, in addition to all other remedies available to NUQ Networks at law or in equity, asses and collect from Customer any applicable Early Termination Fee.

4. **Under the Age of 18:** If you are under the age of 18 then a parent or guardian must also read and sign this General Terms and Conditions document.

5. **Account Changes and Cancellations:** All account changes, including adding or canceling services, must be submitted in writing either by fax, e-mail, or mailed to our administrative office (see below for location information).

6. **Acceptable Use Policy:** Customer and all of its employees shall abide by the terms of the Acceptable Use Policy and incorporated herein by reference. NUQ Networks may immediately terminate services for violation of this policy at any time without giving Customer any advance notice. Reselling the Services without NUQ Networks' express written authorization is prohibited by the terms of the Acceptable Usage Policy.

7. **Liability and Warranty Disclaimer:** Customer recognizes that NUQ Networks cannot control the content transmitted on its network and the Internet and that communications on the Internet may not be secure and may be subject to interception and loss. NUQ Networks disclaims liability for, and Customer hereby releases NUQ Networks from, all damages (such as business losses, liabilities, costs, attorney's fees and expenses) incurred by Customer arising out of or relating to use of NUQ Networks services. Except for the service level credit commitment specifically provided for herein, NUQ Networks services are provided "AS IS" without any representations or warranties either expressed or implied. NUQ NETWORKS HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. **Indemnity:** Customer shall indemnify and hold harmless NUQ Networks from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorney's fees) to third parties, relating to or arising from the use of NUQ Networks' services by Customer or any of their personnel, whether or not Customer has knowledge of or has authorized such access to use, including, without limitation, claim for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Customer or User has used, connected, or combined the Service with the products or services of others), negligence, or tortious behavior. Customer agrees to indemnify NUQ Networks along with any parties from whom NUQ Networks obtains network services, and to hold them harmless from any claims resulting from the use NUQ Networks' services by Customer that damage another party or violate the law.

9. **Miscellaneous:** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the state of Michigan without reference to its choice of law principles. For any action or suit to enforce any right or remedy of this Agreement, (except for actions to enter or collect on judgments) the parties consent to exclusive jurisdiction and venue in the courts for Berrien County, Michigan and the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. In the event of a conflict between this Agreement and any applicable tariff, the tariff shall prevail. NUQ Networks may amend the terms and conditions of this Agreement by giving Customer 30 days' prior notice via publication on the NUQ Networks web site. NUQ Networks may assign this Agreement by providing written notice

to Customer, but Customer may not assign this Agreement without NUQ Networks' prior written consent that shall not be unreasonably withheld. NUQ Networks reserves the right, exercisable in its sole discretion, to expand or reconfigure its service areas and to discontinue any services upon 30 days notice by e-mail or otherwise. This Agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors, and permitted assigns. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

In all of these matters, decisions by NUQ Networks staff are final. This policy covers all accounts that are not otherwise regulated by a specific Terms & Conditions (such as DSL and T-1). NUQ Networks, LLC reserves the right to revise and make additions to policy on an as needed basis. For more information about this policy please call 888-926-4242 or e-mail info@nuqnet.com. These rules apply to all accounts unless a written contract by an authorized representative specifically modifies one or more points of this document. In such a case, all rules not specifically amended still apply.

Refer all questions to:
NUQ Networks, LLC
1351 E. Napier Ave.
Benton Harbor, MI 49022
269-757-0025