

The Wild Apache® Internet User Agreement

Wild Apache®Internet Services ("Wild Apache Net") is hereinafter collectively referred to as "Wild Apache". "Wild Apache®" is a registered service mark of Wild Apache, Inc. The Wild Apache User Agreement details your obligations as a user of Wild Apache Net. Your use of Wild Apache Net constitutes your acceptance of this contract. Please read this document carefully and refer to it as necessary.

Our goal in clearly defining the following "Rules of the Road" is to maximize the value of Wild Apache Net to all of our subscribers and to make it an informative and entertaining service, that respects individual and community rights. If you have any questions or comments, please contact us at (928) 649-3020.

Rules of the Road

1. Every provision of this Wild Apache Net User Agreement applies to your Principal Account and to any associated Accounts billed to the Principal Account. Wild Apache may terminate your account(s) without notice. You may terminate your account(s) at any time by giving at least 15 days prior written notice by U.S. Mail to "Wild Apache Internet Service, P.O. Box 70 Clarkdale, AZ 86324".
2. The benefits conferred upon you by this Agreement are not transferable. Use of Wild Apache Net accounts is expressly limited to the individual or business whose name appears on the account and to the spouse and the dependents of the account holder living at the same address. In the event that others in your household desire an individual e-mail account, you must contract with Wild Apache for an additional Family Account.
3. You agree to abide by Wild Apache Net's Acceptable Use Policy, (See paragraph 14 below), and by the acceptable use policies of any other network that you may access via Wild Apache Net. This Agreement may be changed or modified from time to time by Wild Apache. Notice of such changes may be provided on-line or by mail. Your use of any Wild Apache Net service following the implementation of changes to this Agreement shall constitute your acceptance of any such modification.
4. Wild Apache Net will not issue a subscription to anyone under the age of 18. Any Principal or associated Account intended for use by a person under age 18 must be sought by that person's parent or legal guardian and the account must be held in the parent or legal guardian's name. You are responsible for the use of your account by your minor children. The Internet is not under the control of Wild Apache or any other single entity or government. At various Internet sites, you may encounter offensive or even obscene material. If you are concerned about the material you believe is inappropriate for your children you must closely monitor their use of the Internet. We strongly suggest you subscribe to Wild Apache's BessSM Internet Filtering Service. The Bess system blocks access to known unacceptable sites, based on a diversity of editorial standards.
5. Protect your account by guarding your password carefully. You are responsible for all use of your account(s) and for the confidentiality of any password selected by you. Wild

Apache will suspend or modify your account(s) as soon as practicable after notification from you that a password has been lost, stolen or otherwise compromised.

6. You are responsible for providing all telephone, modem and other equipment and services required to access Wild Apache Net. Wild Apache assumes no liability for any telephone charges incurred by you in accessing Wild Apache Net.
7. You agree to pay all Wild Apache Net charges relating to the use of your account(s) according to the rates and prices in effect at the time service is used. Wild Apache reserves the right to change prices upon 30 days online notice. Any refunds will be made by check from Wild Apache after thirty (30) days notice.
8. **Temporary accounts** are billed at the rate of one dollar for each hour of connect time. It is your responsibility to control access to this account.
9. All Dialup connections are priced for 200 hours per month maximum. Time over 200 hours will be billed at the rate of \$ 0.50 per hour.
10. We may terminate your access to Wild Apache Net if you exceed the credit limit of your credit card issuer or any credit limit we determine. Upon the opening of your account(s), you will be asked to elect payment options. Payment for current services is due upon receipt of a Wild Apache Net invoice. Past due accounts may be subject to collection fees and are also subject to termination without notice. Your access to electronic mail is subject to suspension or termination if accounts are overdue more than 30 days.
11. Wild Apache reserves the right, with or without notice to you, to change any Wild Apache Net service, including, but not limited to hours of operation, menu structures, access procedures, software commands, documentation, vendors and other services.
12. Your use of Wild Apache Net, including your storage of information (if any), is at your sole risk. Wild Apache services are provided on an "as is, as available" basis without any warranties, expressed or implied of any kind, including, but not limited to, warranties of merchantability or fitness for a particular purpose. No oral advice or written information given to you by us, our employees, agents, third party providers, other members, licensors or the like, shall create any warranty. Neither Wild Apache nor any of its information providers, licensors, employees or agents warrant either the results obtained from the service or as to the accuracy, reliability or content of any information, service or products provided or that Wild Apache Net will be uninterrupted or error free or virus free.

Neither Wild Apache nor anyone else involved in creating, producing or delivering Wild Apache services shall be liable for any direct, incidental, special or consequential damages arising out of the use of Wild Apache Net, or the inability to use Wild Apache Net, even if we or they have been advised of the possibility of such damages. Any combined liability of any of the foregoing arising out of this Agreement shall be strictly limited to no more than the amount paid to us by you or on your behalf for access to Wild Apache Net in the 12 months prior to the claimed injury or damage. The foregoing limitation shall apply whether a claim is based on breach of contract, tort (including negligence), tortious behavior, breach of warranty, theory of strict liability, or any other cause of action. This section shall apply to all content, products or services available directly or indirectly through Wild Apache.

13. Wild Apache will delete your personal files if this agreement is terminated for any reason, including for non-payment; provided, however, that if the account is terminated without notice to you, Wild Apache will not delete such files for thirty (30) days after mailing notice via first class U.S. mail to you to that address provided by you to Wild Apache upon the opening of your account(s).

14. **Acceptable Use Policy.** Wild Apache reserves the right to terminate your Wild Apache account for violation(s) of any provision of Wild Apache Net's Acceptable Use Policy.
1. Services provided to you through Wild Apache Net, including Internet access, may only be used for lawful purposes. The transmission or storage of any information, data or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright or trade secrets, and information that is confidential as a matter of law) is strictly prohibited.
 2. You agree not transmit any information, data or material that is threatening or libelous, nor store such material, or obscene material (as legally defined) on our servers.
 3. Robot programs that hold a connection open indefinitely are prohibited. This includes email programs that check for new mail every few minutes throughout the day. Robots raise the cost of internet access for everyone. Please be courteous and don't use them. If you are not actively using the net, please disconnect.
 4. Spam. The mass mailing of unsolicited mail such as advertising is strictly prohibited. Wild Apache will immediately and permanently delete any accounts found to be "spamming".
 5. Use of Wild Apache Net for advertising or promotion of a commercial product or service (other than in areas we specifically designate for such purposes) without the express, written consent of Wild Apache is prohibited.
 6. The transmission of chain letters, the conduct or promotion of gaming or lotteries, and the conduct or promotion of any illegal activity via Wild Apache Net is strictly forbidden.
 7. You may find news groups or other electronic mailing lists on or through Wild Apache Net which focus on a particular topic or set of topics. Postings not related to such topic(s) are not welcomed by the participants. Posting patently inappropriate material may result in the suspension or termination of your Wild Apache Net account.
 8. Wild Apache does not condone harassment in any form and may suspend or terminate your account if it has been shown you have harassed others. At the same time, Wild Apache Net assumes no liability for harassing, libelous, slanderous, obscene or objectionable postings made by Wild Apache Net participants.
 9. Wild Apache prohibits "scrolling" or any conduct that intends to disrupt the normal flow of dialogue within chat rooms.
 10. This list is not exhaustive. We reserve the right to prohibit conduct which we deem, in our sole discretion, to be harmful to individual members or damaging to the communities that make up Wild Apache Net and you agree to abide by any additional rules of conduct we may adopt from time to time. We cannot, and do not intend to, screen or monitor communications and other material for adherence to our standards. However, we reserve the right (but are not obligated) to review, any material placed on Wild Apache Net's servers.
15. You understand and agree that the Internet is not in any way under the control of the Wild Apache. At various Internet sites, you may encounter obscene and offensive material; you agree that Wild Apache has no responsibility for, nor any control over, any information accessed by you on the Internet. While you may deem some information obscene, sexually explicit or offensive, you use the Internet at your own risk and hold Wild Apache harmless from any claims resulting from your use of the Internet.
16. Wild Apache provides e-mail for communication to and among other subscribers, and as a gateway for e-mail to the Internet. Because of the public nature of the Internet, all e-

mail should be considered accessible by other people using the Internet. Wild Apache does not and cannot guarantee the privacy of e-mail or of personal directories. E-mail messages sent via Wild Apache Net are communications between you and others, and Wild Apache has neither the authority nor the responsibility to regulate their content. The views and comments expressed by Wild Apache subscribers are solely those of their authors and do not reflect any review, approval or endorsement by Wild Apache. Nevertheless, Wild Apache will attempt to assist Subscribers who receive objectionable e-mail and who notify the Wild Apache Systems Administrator.

17. Copyright Issues.
 1. You may not submit copyrighted material to Wild Apache Net without the specific authority of the copyright holder; doing so is a breach of this agreement and may subject you to legal liability. You will indemnify us from all claims arising from your submissions.
 2. Wild Apache Net contains copyrighted, trademarked and other material (the "Works"). The Works are owned by Wild Apache, WinSyst, Inc., other publishers and/or third party information providers. The Works are intended to be protected in all forms, media and technologies existing now or in the future. Except for Works falling within the public domain, all Works are subject to copyright protection under the law, both United States and International. All Works are copyrighted in their selection, coordination, arrangement, font and enhancement.
You may not copy, redistribute, modify, transfer or sell, or create derivative work from, any part of the Works unless expressly permitted by this Agreement or in writing in advance by the copyright holder or us.
You may download, store, manipulate, reformat, view, print and display the Works (or part of it) provided it is for your sole personal use and you reproduce any applicable copyright or other notices.
 3. By submitting material or other information ("Your Contribution") to Wild Apache Net, you automatically grant or warrant that the copyright holder of Your Contribution has expressly granted to us the perpetual, royalty-free, worldwide, non-exclusive right and license to use, reproduce, modify, store, publish, create derivative works from, and distribute Your Contribution (in whole or part) and/or to incorporate it in other works in any medium now known or hereafter developed for the full term of any copyright that may exist in Your Contribution, as if Your Contribution were public domain information. You similarly permit any subscriber to download, store, manipulate, reformat, view, print and display Your Contribution for that subscriber's personal use.
18. You agree to indemnify Wild Apache and hold it harmless from any claims, suits or expenses (including attorney's fees) resulting from your use of Wild Apache services, or from the use of your account(s) whether authorized by you or not.
19. This Agreement contains the full understanding of the parties with respect to the subject matter hereof and may be amended at any time upon notice from us to you. The provisions of this Agreement intended for our benefit will continue even after termination of your membership.
20. If any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the parties' original intentions, and the remainder of this Agreement shall remain in full force and effect. This Agreement will be governed by the laws of the State of Arizona.
21. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement shall not be construed as a waiver of any provision or

right. Neither the course of conduct between you and us nor the trade practice shall modify any provision of this Agreement.