

EAGLE-TECH SYSTEMS

AllTribal.com INTERNET SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ANY EAGLE-TECH SERVICES (ETS).

This is an agreement between Eagle-Tech Systems (ETS) and you (customer) to provide Internet Services ("the service"). By using the service and the equipment described in this agreement you are agreeing to be bound by this Agreement, including future revisions. The most recent versions of this agreement available upon request from Eagle-Tech Systems and can be viewed on www.alltribal.com.

1. ETS reserves the right to change prices of the service upon 30 days notice. ETS reserves the right to change features of the service at any time. Current Service prices and features may be obtained by visiting our website AllTribal.com or by calling (541) 553-3275.

2. THE SERVICE

The service may include Internet access, software, hardware, email, web space, and other features. From time to time ETS may impose reasonable rules and regulations regarding the use of these services. The service speed can vary depending on location, signal quality, Internet traffic, and other factors beyond the control of ETS. ETS provides the service on a "best effort" standard and does not guarantee upload or download speeds. You may purchase other Internet products and/or services from other vendors on the Internet using ETS' connection. ETS is not responsible for errors that may occur while using other vendor's products and/or services. Email accounts exceeding allotted email space may, depending on the service and at ETS' discretion, be suspended and be transferred to a compressed temporary file or storage or may be deleted. ETS may delete the temporary file from the server 10 days after notifying you.

3. CANCELLATION/TERMINATION OF SERVICE

To cancel service you must do the following:

Residential and Business Wireless customers must give a 30-day notice by calling ETS at (541) 553-3275 or email to service@AllTribal.com. Cancellations will occur at the end of the billing cycle after the notice of cancellation is received and processed.

Enterprise wireless customers must give a 90-day written notice to ETS at PO Box 429, Warm Springs Oregon 97761.

ETS may terminate this Agreement without prior notice, your password, your account, or your use of the services for any reason, including, without limitation, if ETS, in its sole discretion, believes you have violated this Agreement, or if you fail to pay any charges when due. Termination notice will be sent by email or U.S. Mail to the address you provide for the service.

4. EQUIPMENT

Equipment required on the customers premise to obtain the service will be purchased by the customer. All equipment sales from ETS are final, no cancellations, returns, or refunds on equipment purchases. ETS, in its discretion, may replace equipment due to **manufacturer's defect** at no cost to you under the following circumstances: You call the ETS within 30 days of your original purchase date; The ETS Technical Support Department certifies that a defect has occurred and; you return the equipment in the original packaging (or equivalent).

5. ACCOUNT REQUIREMENTS

In order to order and receive the Service, you must be at least 18 years old and may have to provide a valid credit card or other forms of payment. The service must be available to your location. The service requires that you have electricity and devices to attach to your service (Computer, Gaming console, etc). You are responsible for charges for the service regardless of the status of these separate services. Computers will have to meet certain minimum requirements that will be outlined at the time service is requested.

6. PAYMENT

You will be charged a monthly service fee and any applicable taxes. There is a \$5.00 fee charged for invoicing if payment is not received within the first 5 working days of the month. There is a \$25 fee charged for reactivation of service that has been discontinued for non-payment. Some services may also include charges for hardware, activation or early cancellation (cancellation before install). ETS may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information or other method of payment, and report all changes to this information within 3 days of the change. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to ETS at (541) 553-3275. 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 (30) days old.

Charges are billed to your credit card or debit card, as applicable, each month for the service and any additional usage, services, taxes and fees. ETS is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by ETS. Payment by check is due within 10 days prior to the month service is provided. You agree to maintain valid and current billing information on file with ETS at all times.

7. YOUR ACCOUNT, PASSWORD, AND SECURITY

Upon registration, you will receive a username, password, and other account information. You and members of your household or business are the only authorized users of your ETS service and must comply with this Agreement. You must keep your password confidential so that no one else may access the services through your account. You must notify ETS immediately upon discovering any unauthorized use of your account.

8. INSTALLATION

The Setup Charge includes equipment provided by the ETS to the customer ("the Equipment"). The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. ETS and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. Business and Enterprise Wireless service requires professional installation by ETS employees or ETS designated contractor.

ETS DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU OR ETS EMPLOYEES WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, ETS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF THE INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

ETS will make its best effort to provide the Service. Because of the complex nature of Internet service, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, ETS may cancel the installation process and refund any money that you have paid. ETS will notify you of its intent to cancel as soon as reasonably possible. It may take more than 30 days to determine if ETS is able to provide service. ETS shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

9. MONITORING THE SERVICES

ETS has no obligation to monitor the services, but may do so and disclose information regarding use of the services for any reason if ETS, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the service properly; or protect itself and its customers. ETS may immediately remove your material or information from any ETS server, in whole or in part, which ETS, in its sole and absolute discretion, determines to infringe another's property rights or to violate our policies or Tribal or Federal laws. ETS reserves the right to restrict bandwidth to any user whose traffic or usage results in slowdowns of the network. The Residential and Business services are not intended for certain server use such as hosting large web pages, hosting download large pages, providing streaming media, or hosting game servers.

10. SOFTWARE

There is no software required for installation or use of the service.

11. DISCLAIMERS AND WARRANTIES

EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH ETS TO YOU AT NO ADDITIONAL CHARGE. ETS WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, ETS OR ITS AGENT MAY REPLACE A DEFECTIVE COMPONENT ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF ETS'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN ETS OR ITS CONTRACTOR. ETS RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. ETS WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS BEYOND ETS'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

ETS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, ADWARE, SPYWARE, MALWARE, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; 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 ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. ETS 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 ETS OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ETS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. ETS 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.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF ETS, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ETS IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

12. MISCELLANEOUS

You may not assign your rights or delegate any of your duties under this Agreement without the prior written consent of ETS, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. ETS will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of ETS as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. ETS may subcontract any work, obligations or other performance required of ETS under this Agreement without your consent.

You shall indemnify and hold ETS harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that ETS may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement, the Acceptable Use Policy, and ETS's other agreements and policies and for any act or omission of you or your clients which are in any way related to the ETS Service.

13. HOME NETWORKING TECHNICAL SUPPORT POLICY

Due to the wide range of hardware and software configurations and compatibility, it may be necessary to refer your computer to Eagle-Tech Systems or other computer repair service to provide technical support for your current set of products. Should this occur, you will be responsible for all charges thereof. In certain circumstances, it may be necessary to refer you to the manufacturer of your hardware or software vendor for technical support of their products.

H:\ETS\TechCenter\ISP\ServiceOrder.doc



AllTribal.com Internet Service Order

P.O. Box 429
 Warm Springs, OR 97761
 (541)553-3275
 service@AllTribal.com

Service Order#: _____

Name: _____

Service Start Date: _____

Address: _____

Termination Date: _____

City: _____

Tel: _____

Customer Static IP Address:

Customer Radio IP Address:

Email: _____

Description of Service, Fees and Term of Contract	Speed (Up& Down)	Monthly Fee		One Time Installation Fee

Optional Items: Parts, Cables, Routers, etc			
Item Description	Price	Qty	Total
Total Parts			
Total Installation Labor			
1st Month of Service			
Total due at start of service (Installation+Parts+1st Month of Service)			

Service Description:

I have read, understand, accept, and agree the terms of this Service Order and the Service Agreement on the backside of this form.

Customer Signature: _____