



Customer Service Agreement and Acceptable Use Policy

This document consists of a Customer Service Agreement and Acceptable Use Policy (“AUP”) (the Customer Service Agreement and AUP are collectively referred to as the “Services Agreement”) for services from Megabits, LLC a/k/a Megabits Island Internet a/ k/a Mi2 (“Mi2”). The Customer Service Agreement and the AUP (collectively referred to as the “Services Agreement”) apply to you if you use Mi2’s services.

This Customer Agreement and Acceptable Use Policy is a legally binding agreement between you (“Customer” or “you”) and Megabits, LLC (“Mi2” or “we” or “us” or “our”). Mi2 provides its wireless Internet access services to customers who establish an account. You must be at least 18 years old to establish an account. By establishing or using an account with Mi2, and/or by using the Services, you agree to be bound by this Services Agreement and to use the Services in compliance with this Services Agreement and other Mi2 policies posted on the Mi2 Website, including our privacy policy (located at <http://www.mi2wifi.com>) and website terms of use (located at <http://www.mi2wifi.com>, and incorporated herein by this reference).

In the event of any conflict between such terms and this Services Agreement, the terms of this Services Agreement shall apply. You should print and keep a copy of this Services Agreement for your future reference. PLEASE READ THE SERVICES AGREEMENT CAREFULLY BEFORE SIGNING UP FOR AN Mi2 ACCOUNT AND/OR USING THE SERVICES. BY OPENING AN ACCOUNT OR USING THE SERVICES, YOU AGREE TO BE BOUND TO THIS SERVICES AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SERVICES AGREEMENT, YOU MUST NOT SIGN UP FOR AN ACCOUNT OR USE THE SERVICE AND MUST EXIT THE Mi2 REGISTRATION PROCESS, IF STARTED. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1. Supplier

- A. Unless specified otherwise, the Services will be supplied by Megabits, LLC, an Ohio limited liability company whose main business address is at 2045 Coventry Road, Cleveland Heights, Ohio 44118.
- B. Mi2 provides its plans, including daily, weekly, monthly, annual, and Family Plan 2, Family Plan 3 and Family Plan 4 (each a “Service Plan”), to customers who establish an account with Mi2 and order any Service Plan. The details of each Service Plan

are set out in the plan description on the Website. Unless specified otherwise, the Services are supplied by Mi2.

2. Payment Obligations and Contact Information

- A. You must (i) provide Mi2 with accurate and complete billing information including legal name, address, telephone number (as requested), and billing information, and (ii) report to Mi2 all changes to this information within 30 days of the change. You may pay for the Services by using credit or debit card. You are responsible for any charges to your credit card account. If you have questions regarding charges to an account, you should contact Mi2's Customer Service number located on the website.
- B. Charges are billed to your credit or debit cards for the applicable service plan and any additional usage or services. Mi2 is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges correctly billed by Mi2. If you do not pay us money you owe us on time, we may suspend or terminate your access to the Services. All charges are considered valid unless you dispute them in writing within 60 days of the billing date. Adjustments will not be made for charges that are more than 60 days old.
- C. Mi2 reserves the right to contact you about your account via email, cell phone or SMS text messaging. If you are an Mi2 customer, Mi2 reserves the right to send you messages which may be informational in nature from numbers which may be utilized by Mi2 ("Informational Messages"), such as messages regarding outages in your area, or in emergency situations. Other messages from Mi2 may be commercial in nature, marketing certain products and services to you ("Marketing Messages"). Different legal obligations apply to Marketing Messages and Informational Messages, so in certain cases, these terms and conditions treat each such category differently, and you may notice the applicable text messages appear differently on your phone.

Message and data rates may apply to Marketing Messages; Mi2 does not have any control over these rates, nor any other obligations you may have to your carrier in connection with your text messaging service. You understand and agree that Marketing Messages sent to your mobile phone/device may be generated using automated technology. Your consent to receive Marketing Messages is not required to make a purchase. Marketing Messages may not be available for your particular carrier.

Informational Messages

If you provide us with your mobile phone number in your account profile, you understand and agree you may receive Informational Messages until you opt out as described in these terms. Mi2 may discontinue the Informational Message program at any time.

Message and data rates may apply to Informational Messages; Mi2 does not have any control over these rates, nor any other obligations you may have to your carrier in connection with your text messaging service. You understand and agree that

Informational Messages sent to your mobile phone/device may be generated using automated technology.

Informational Messages may not be available for your particular carrier.

Informational Messages are not an emergency service, and you should not rely on them for emergency notifications.

- D. Except as required by law, once your order is finalized, you cannot cancel it before the end of the subscription period you have requested, unless our service is not substantially in accordance with this Services Agreement and that entitles you under normal legal rules to terminate your order.
- E. The charges for each Service are as set out in the plan description on the Website. If there is a mistake in the pricing on the Website then, when we receive your order we will email you and set out the correct price and give you the opportunity to order the relevant Service at that price or you may decide not to proceed.

3. Locations and Usage

- A. Not all access points to use the Services or enabled venues may be available at all times.

4. Device Limit

Your use of the Services may be limited with respect to the number and type of devices used to access the Services as described in this section below. Additionally, the bandwidth rate for Mi2 Broadband Services is set at your account level; therefore, any limitations in the throughput rate is shared across all of your devices on your account. The throughput rate for all of your active devices will be cumulatively capped at your account's bandwidth limitations. If you violate the device number and/or type limit, then we may suspend your account until the next billing cycle month, terminate your account, or charge additional fees.

A. DAILY, WEEKLY, MONTHLY or ANNUAL

- i. Device(s). One (1) total devices included.
- ii. Authorized User(s). Account holder and the owner(s) of any authorized device on the account.

B. FAMILY PLAN 2

- i. Device(s). Two (2) total devices included.
- ii. Authorized User(s). Account holder and the owner(s) of any authorized devices on the account.

C. FAMILY PLAN 3

- i. Device(s). Up to three (3) devices included.
- ii. Authorized User(s). Account holder and the owner(s) of any authorized devices on the account.

D. FAMILY PLAN 4

- i. Device(s). Four (4) total devices included.
- ii. Authorized User(s). Account holder and the owner(s) of any authorized devices on the account.

5. How Your Subscription Is Finalized

Our invitation to you to order a subscription to the Services is not an “offer” by us to sell you a subscription at the prices on Mi2 website located at www.mi2wifi.com (the “Mi2 Website”). Instead when you complete the registration form, you make an offer to us to buy a subscription, which we can accept or reject. Your order is accepted (and a legal contract is created between us) when we charge your account and begin your service.

6. Payment

If payment cannot be charged to your payment account or credit or debit card or your charge is returned to Mi2 for any reason, Mi2 reserves the right to pursue any and all legal remedies to collect the amount owed by you, to suspend or terminate your access to the Mi2 service and your account, and to terminate all obligations of Mi2 under this Services Agreement.

7. Input of Incorrect Information

Mi2 cannot accept any liability for your failure to comply with specific instructions stated on the Mi2 Website or for any incorrect information provided by you. You are bound by any incorrect information provided.

8. Your Username and Password

- A. Upon registration, you will receive or be given the opportunity to create a username, password, and account identification number. Only authorized users, as allowed under the applicable Service plan (“Authorized Users”), may access the Mi2 account, and all use of the Service by Authorized Users must comply with this Services Agreement. Authorized Users must use the password only to access and use the Service for which they have paid and not for any other purpose. Any breach of this Services Agreement and any use of any Service by anyone to whom you disclose your username and/or password, save for the Authorized Users, will be treated as if the breach or use had been carried out by you, and will not relieve you of your obligations under this Services Agreement. Any such use will be paid for by you as set out in this Services Agreement.
- B. You must keep your password confidential at all times so that only the Authorized Users may access the Services through your account. Please notify Mi2 immediately upon discovering any unauthorized use of your account or error in the operation of a password. You agree not to use any automatic method to avoid disconnection due to inactivity; you may not maintain a connection unless actively using it. You also agree not to provide any public information services over a wireless LAN connection.

- C. Usernames and passwords are Mi2 's property and Mi2 reserves the right to alter or replace them at any time in its sole discretion.
- D. You shall cease to use and delete the password from any of your records upon expiry or termination of your registration for whatever reason.

9. Monitoring and Managing the Services

Mi2 has no obligation to monitor the Services but expressly reserves the right to do so, as more fully described in our Privacy Policy, as linked above. Mi2 may engage in reasonable network management practice to enhance customer service, to reduce network congestion, to adapt to advances and changes in technology, and/or to respond to availability of wireless bandwidth. By using the Services, you consent to such management practices by Mi2. Your device may automatically scan for Wi-Fi access points visible to your device, and then, using this information, triangulate your geographic location in order to provide you with information about other Mi2 hotspots in that area, and/or to ensure the accuracy of data transmission and improve the overall performance of the Service.

10. Our Provision of the Services

- A. We will use reasonable efforts to provide access to Mi2 wireless hotspots. We do not guarantee that wireless access will be available to you at all locations all of the time or that the access will be at any particular bandwidth rate. Accordingly, we are not responsible to you if you cannot access wireless networks and hotspots, or if access is temporary or available bandwidth is lower than expected. Mi2 assumes no responsibility for outages.
- B. Except for the Mi2 Website and its Services, Mi2 does not control any materials, information, products, or services on the Internet. The Internet content may contain unedited materials, some of which are sexually explicit or may be offensive to you. Mi2 has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for accessing content via the Services and/or 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 Services or the Internet. You should bear in mind that there are security, privacy and confidentiality risks inherent in wireless communications and technology. We do not give any assurances relating to such risks and you acknowledge and agree that you are responsible for all use you make of the Services and that, by choosing to use them, you accept those risks. In particular, you should bear in mind that: (a) data transmission over the internet may encounter non-delivery, mis-delivery or corruption and we do not guarantee that you will not experience this; and (b) if, in conjunction with any of the Services, we provide you with VPN (virtual private network) functionality, we do not guarantee that the VPN will be secure and other users may be able to detect and/or connect to the VPN.
- C. In addition, viruses and other malicious code are common on the Internet and on email. Because we do not control the networks and other equipment that gets you access to the networks, we cannot protect your equipment against viruses and

strongly recommend you obtain up-to-date anti-virus and firewall software to protect your equipment. Due to the continual development of new techniques for intruding upon and attacking networks, Mi2 does not warrant that the Service or any software used to access the Service will be free of vulnerability to intrusion or attack.

- D. Any data usage calculations (including calculations of savings relating to data, Wi-Fi or cellular usage) provided by Mi2 are only estimates and should not be relied upon; such calculations may not reflect individual data plans. Always confirm cellular data usage, charges and plan details with your wireless carrier.
- E. As it is our policy to continually improve our service offerings, we reserve the right to make changes to any Service and/or to the terms of this Services Agreement from time to time, provided that we will not make any changes that would significantly reduce the level of service you receive without your agreement unless we need to do so for security, legal or regulatory reasons. We will always attempt to give you as much notice as we can of such significant changes on the understanding that you have the option of accepting them or cancelling the Contract and, if applicable, this Services Agreement without penalty, in which case, you should contact us by one of the methods set out in this Services Agreement.

11. Warranty Disclaimer and Limitation of Liability

- A. YOU EXPRESSLY ACKNOWLEDGE THAT THERE ARE SECURITY, PRIVACY AND CONFIDENTIALITY RISKS INHERENT IN WIRELESS COMMUNICATIONS AND TECHNOLOGY, AND Mi2 DOES NOT MAKE ANY GUARANTEES OR WARRANTIES RELATING TO SUCH RISKS. YOU ALSO EXPRESSLY UNDERSTAND AND ACKNOWLEDGE THAT Mi2's SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND ARE SUBJECT TO CHANGE. Mi2 DOES NOT MAKE ANY GUARANTEES OR WARRANTIES RELATING TO SERVICE AVAILABILITY.
- B. THE SERVICES AND Mi2's NETWORK ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OR CONDITIONS OF ANY KIND. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THIS SERVICE (INCLUDING VPN). NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS SERVICES AGREEMENT. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND EACH OF OUR ADVERTISERS, LICENSORS, SUPPLIERS, MEMBERS, OFFICERS, DIRECTORS, INVESTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND OTHER CONTRACTORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED IN CONNECTION WITH THIS SERVICE AND YOUR USE THEREOF.
- C. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (B) ANY INTERRUPTION, ACCESS DELAYS OR CESSATION OF THE SERVICES, (C) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO

OR THROUGH THE SERVICES; (D) ANY DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION CAUSED BY THE SERVICES; (E) ANY LOSS OR LIABILITY RESULTING FROM THE UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT USER ID OR PASSWORD; (F) ANY CIRCUMSTANCES THAT Mi2 CANNOT REASONABLY BE EXPECTED TO CONTROL, INCLUDING ANY FAILURE IN COMMUNICATIONS, AND INTERNET DOWNTIME; OR (G) HARM RESULTING FROM YOUR ACCEPTANCE OF A THIRD PARTY TOU WITHOUT HAVING FIRST READ IT.

- D. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES. IN NO EVENT SHALL WE OR OUR EMPLOYEES BE LIABLE (WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR ANY OTHER REASON, FOR ANY LOSS OF PROFITS, WASTED TIME, SALES OR REVENUE, LOSS OF GOODWILL, LOSS OF THE USE OF ANY SOFTWARE, DATA OR COMPUTER EQUIPMENT, LOSS OF BARGAIN, LOSS OF OPPORTUNITY, LOSS OF WASTE OF MANAGEMENT OR OTHER STAFF TIME, LOSS OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY MATTER BEYOND Mi2's REASONABLE CONTROL.
- E. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL Mi2, ITS ADVERTISERS, SUBSIDIARIES, LICENSORS, OR SUPPLIERS, OR THEIR RESPECTIVE MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE WITH RESPECT TO THE SERVICES, THE Mi2 NETWORK, ANY ADVERTISEMENTS OR THE SUBJECT MATTER OF THIS SERVICES AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE GREATER OF: (I) \$100; OR (II) THE FEES PAID BY YOU FOR THE SERVICES AND ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE SERVICES DURING THE 12-MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

12. Acceptable Use Policy

By viewing the Mi2 Website, and/or using the Services, you agree to the following AUP:

- A. Mi2 does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services. However, Mi2 may remove, block, filter, or restrict by any other means any materials that, in Mi2's sole discretion, may be illegal, may subject Mi2 to liability or may violate this AUP. Mi2 may cooperate with legal authorities 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 your Mi2 account or other actions as detailed below. When you use the Services, the third-party from whom Mi2 has obtained the right to access the applicable hotspot at which the Services are being used is an intended third-party beneficiary of this AUP. You are responsible for all of your activity in connection with the Services. Any fraudulent, abusive, or otherwise illegal activity

may be grounds for termination of your right to access or use the Services. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any other user of the Services. Use of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material (including material that may be considered threatening or obscene), or engage in any kind of illegal activity is expressly prohibited. You will not run Maillist, Listserv, any form of auto-responder, or “spam” on the Services, or any processes that run or are activated while you are not logged on to the Services, or that otherwise interfere with the proper working of or place an unreasonable load on the Services’ infrastructure. Further, the use of manual or automated software, devices, or other processes to “crawl,” “scrape,” or “spider” any portion of the Services is strictly prohibited. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services. You will be responsible for withholding, filing, and reporting all taxes, duties and other governmental assessments associated with your activity in connection with the Services. You understand and agree that Mi2 shall have the sole right to decide whether you are in violation of any of the restrictions set forth in this Section, and shall have sole discretion regarding the course of action to take in connection therewith.

- B. Without limiting the foregoing, except to the extent expressly set out in this Services Agreement or with our express written permission (in which case you must comply with any terms relating to such use that we specify), you agree not to use the Services and/or Mi2 Website:
- i. to transmit any information or written, graphic or photographic material (“Material”) (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious, defamatory, obscene, pornographic, libelous, invasive of another’s privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable;
 - ii. to harm, or threaten to harm, minors in any way;
 - iii. to impersonate any person or entity or falsely state or otherwise misrepresent your identity or status or 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;
 - iv. to transmit any Material (by uploading, posting, email or otherwise) in breach of this Services Agreement including any Materials 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 nondisclosure agreements);
 - v. to transmit or download any Material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other intellectual property, privacy, publicity or other rights of any third party;
 - vi. to 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;

- vii. to 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;
- viii. to 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;
- ix. to 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;
- x. to hack into or otherwise gain unauthorized access to the Mi2 Website or any other related computer system, make excessive traffic demands, forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behavior that may reasonably be expected to inhibit other users from using and enjoying the Mi2 Website or any other website or damage or destroy the reputation of Mi2 or any third party;
- xi. to intentionally or unintentionally violate any applicable law, regulation, judgment, court order, statute or mandatory requirement of any competent authority, including, but not limited to, 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;
- xii. to “stalk” or otherwise harass, threaten, or violate the rights of others; or collect, store or process, or attempt to collect, store or process, personal data about third parties without their knowledge or consent;
- xiii. in any way we consider is an excessive use of the Services’ resource; this includes, but is not limited to, the continued use of programs or commands which take a large amount of the Services’ resources, be that processor time, memory, and/or network bandwidth on the Services;
- xiv. to resell or advertise to resell the Services without Mi2’s authorization; or
- xv. use the Services as a replacement for residential or commercial Internet access or for high volume data transfers, especially sustained high volume data transfers, hosting a web server, IRC server, or any other server, the determination of which, in each case, may be made by Mi2 in its sole discretion;
- xvi. customers are not permitted to schedule or program automated logins to the Services.
- xvii. connections to a wireless network are not intended for secure communications. You agree to transmit any secure communications at your own risk.

C. Mi2 requests that anyone who believes that there is a violation of the AUP direct the information to the appropriate contacts set forth in this Services Agreement. If available, please provide the following information: (i) the IP address used to commit the alleged violation; (ii) the date and time of the alleged violation, including the time zone; and (iii) 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.

- D. Mi2 may take any one or more of the following actions, or other actions not listed, at Mi2's sole discretion in response to breaches of the AUP: (i) issue warnings, written or oral; (ii) suspend your account or the Services (as applicable); (iii) terminate your account or the Services (as applicable); (iv) bill you for administrative costs and/or reactivation charges, with a minimum administrative cost; or (v) bring legal action to prevent violations and/or to collect damages we are legally entitled to, if any, caused by violations.

13. Intellectual Property

All copyright, database rights, trademarks and other intellectual property rights in any and all aspects of the Mi2 Website or Services (including without limitation, text, graphics, photographs, logos, buttons, icons, images and software (including compilations, underlying source code and applets) and all other material on the Mi2 Website) is the property of Mi2 or its licensors or partners and is protected by U.S. and international intellectual property laws. Reproduction, duplication, modification, distribution, transmission, replication, reverse-engineering, display or performance of the content of the Mi2 Website and/or Services without the express written permission of Mi2 is strictly prohibited. Please see our Terms of Use for more information.

14. Suspension and Termination

- A. You may terminate your account at any time and for any reason by providing written notice of your intent to terminate to Mi2 at least 5 business days prior to the end of your billing cycle. Notice may be provided by registered or certified mail, return receipt requested addressed to Megabits, LLC, Customer Care, 2045 Coventry Road, Cleveland Heights, Ohio 44118; or via email to sales@mi2wifi.com. Your termination will only be complete upon your receipt of a cancellation confirmation number from Mi2. If a termination notice is received at least 5 business days prior to the end of your current billing cycle, termination of your account will be effective at the end of your then current billing cycle. If a termination notice is received less than 5 business days prior to the end of your current billing cycle, charges to your account may continue until the end of the following billing cycle.
- B. Mi2 may suspend the operation of the Mi2 Website and/or the Services for repair or maintenance work or in order to update or upgrade the contents or functionality of the Mi2 Website from time to time.
- C. Without prior notice, Mi2 may suspend or terminate this Services Agreement, your password, your account, and/or your use of the Services in the event that: (a) you have violated this Services Agreement or any of the policies applicable to customers (PLEASE SEE BELOW FOR FURTHER CLARIFICATION); (b) you fail to pay any charges when due; or (c) you (i) have a receiver or administrative receiver appointed, (ii) become subject to an administration order, (iii) become bankrupt or have bankruptcy proceedings commenced; or (iv) are affected in any jurisdiction

other than Ohio by any proceedings of substantially similar affect to any of those listed in (i) – (iii) above. Mi2 may provide termination notice to you by email or by first class post or courier service to the address you provided for the Services. All notices to you will be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

- D. For avoidance of doubt, Mi2 reserves the right to review usage for all accounts that may be in violation of our AUP. Excessive data transfer, minutes of usage, login events and other criteria may be used to trigger an account review. Any usage deemed to be in violation of our AUP can result in a warning, account suspension or account termination. AUP violations will be made by Mi2 in its sole discretion.

15. Enquiries or Complaints

If you have any enquiries or complaints about the Mi2 Website or Services, then please address them to the appropriate contacts set forth in this Services Agreement.

16. Governing Law

For the avoidance of doubt, unless otherwise required by law, any contract for the provision of the Services will be deemed to have been concluded in the State of Ohio, United States of America. Further, any such contract will be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Services Agreement or any contract for provision of the Services shall be finally settled by arbitration in Cuyahoga County, Ohio, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. (“JAMS”) then in effect, by one commercial arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time. For all purposes of this Services Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in the Northern District of Ohio.

17. Severability

If any provision of this Services Agreement is held to be unenforceable by a court of competent jurisdiction, that provision will either be deemed modified to the minimum extent necessary to render it enforceable, or else disregarded. In either case, the remaining provisions shall continue in full force and effect.

18. Miscellaneous

This Services Agreement sets out all of the terms that have been agreed between Mi2 and you in relation to the subjects covered by it. This Services Agreement and the Privacy Policy, and Mi2's other Customer policies posted on the Mi2 Website constitute the entire agreement between you and Mi2 with respect to your use of the Services. Mi2 may revise, amend, or modify this Services Agreement and any other Customer policies and agreements at any time and in any manner without notice. You should check these policies each time you revisit the Mi2 Website. All notices and return of the Mi2 documentation should be delivered to: Megabits, LLC, 2045 Coventry Road, Cleveland Heights, Ohio 44118.