

Gila River Telecommunications, Inc. Internet Subscriber Agreement

Section 1: Agreement

This GRTI Subscription Agreement ("Agreement") is made between you and Gila River Telecommunications, Inc. dba "GRTI" and governs your use of GRTI's Internet access service ("Services"). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement and the GRTI Acceptable Use Policy ("AUP") posted at www.gilanet.net, and incorporated herein. If you do not agree to all of the terms this Agreement and/or the AUP (including any future revisions of either), do not use the Services, and if you are a current subscriber, you must terminate your use of the Services. GRTI reserves the right to modify this Agreement, the AUP, and pricing at any time, effective upon posting to the GRTI website, www.gilanet.net, or in any written notice to you, including e-mail. Please check such website and your e-mail regularly for changes. Your continued use of the Services following the posting of any changes constitutes acceptance of those changes.

Section 2: Rates and Charges

The rates and charges for the Services are set forth in GRTI's rate schedule, a copy of which is available at www.gilanet.net. You will be invoiced monthly for all use of the Services and any other services by you and any other users of your account. You will pay all applicable rates and charges for the Services (including, without limitation, any applicable fees and taxes) by the due date set forth in your billing statement, as well as any late interest or fees incurred for late payment. Delinquent accounts may be suspended or cancelled at GRTI's sole discretion; however, charges will accrue until the account is cancelled. GRTI may bill an additional charge to reinstate a suspended account. GRTI is not responsible for any toll, long-distance or other charges in the event access to the Services is not provided via a local telephone number. You shall pay for any long-distance, toll, or other charges you incur and you are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges.

Section 3: Term and Termination

This Agreement will apply for so long as you remain a subscriber to any of the Services ("Term"). You may terminate this Agreement and your use of the Services at any time and for any reason by providing notice to the GRTI business office via a telephone call or U.S. mail. GRTI may terminate this Agreement, your password, your account, and/or your use of the Services, without notice and for any reason, including, without limitation, if you fail to pay any

charges when due or, if GRTI believes you or someone using your account has violated this Agreement or the AUP. All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement shall so survive. Among other things, the AUP prohibits sending unsolicited e-mail messages, including bulk commercial advertising or informational announcements (collectively, "Spam"), and GRTI will immediately terminate any account which GRTI believes is transmitting or is otherwise connected with any Spam. You will pay GRTI's actual damages in any way arising from, or related to, any Spam transmitted by, or in any way connected to, you, to the extent such actual damages can be reasonably calculated. If actual damages cannot be calculated reasonably, you agree to pay GRTI liquidated damages of five U.S. dollars (\$5.00) for each piece of Spam transmitted from or otherwise connected with your account. GRTI may, but is not obligated to, send notice of any violations to you before termination. When an account has been terminated or suspended, the reactivation of the old account or the acquisition of a new account will only be allowed by the express approval of GRTI. Customer is responsible for any charges associated with the installation or activation of an account (e.g., a new account; a suspended or terminated account, etc).

Section 4: Account Usage and Password

You will receive a user name and password upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the user name and password, and are fully responsible for all activities that occur under your user name or password. You agree: (i) that only you and your authorized designees will use your user name and password and that you will not transfer or disclose either your user name or password to any other person, (ii) to immediately notify GRTI of any unauthorized use of your user name or password or any other breach of security, and (iii) to ensure that you exit from your account at the end of each session. "Authorized designees" means any members of your family or business associates that you, at your own risk and responsibility, permit to access the Services using your user name and password. You must ensure that any such authorized designees will comply with this Agreement and the AUP and you will be responsible for all use of the Services and any other services accessed through the Services on your account whether or not authorized by you. You acknowledge that you are aware that certain content accessible through the Services may contain material that is unsuitable for minors. Accordingly, you agree to supervise any minor's use of the Services through your account. GRTI shall not be liable for any loss or damage arising from your failure to comply with this Section.

Section 5: Storage Space and Other Limitations

Using a personal account for commercial, high volume or any excessive use is prohibited. If your use impacts GRTI's ability to provide Services or network resources, your use of the Services may be terminated immediately. Your mailbox storage space is limited and such limits

are listed on the applicable page of www.gilanet.net. When a mailbox reaches its limit, you will not be able to receive or send e-mail. The size of outgoing and incoming e-mail is limited and such limits are also listed on the applicable page of www.gilanet.net. E-mail that exceeds the limits will not be delivered, and you will receive a notice that the e-mail was too large. Additionally, you agree not to resell any Services.

Section 6: Monitoring the Services

GRTI may, but is not obligated to, monitor the Services. GRTI may disclose any information regarding use of the Services if GRTI reasonably determines that it is necessary, including, without limitation, to: (i) satisfy laws, regulations, or governmental or legal requests; (ii) operate the Services properly; or (iii) protect itself or its customers. You are responsible for monitoring your accounts for access to newsgroups and websites that may contain improper material. You will notify GRTI of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent.

Section 7: Personal Web Page

If you use the personal website feature of the Services, this Section also applies to your use of the Services.

7.1 You acknowledge and agree that (i) the use of your personal website and any content, information, and all other aspects of your personal website will comply with the AUP and any applicable laws and will not violate any rights of another; (ii) you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal website; and (iii) GRTI has no interest in nor control over any of the content or information that is accessible on your personal website. GRTI may, without prior notice, terminate or suspend your personal website if GRTI believes that you have violated this Section. (a) If GRTI provides you with a domain name that has GRTI's name or marks embedded therein ("gilanet.net Domain Name"), you may only use the gilanet.net Domain Name during the Term. GRTI owns and has the right to change the Zona.net Domain Name. Other than for identifying the location of your personal website, you may not issue any public announcement regarding this Agreement or use the name or any marks of GRTI or any of its affiliates without the prior written approval of GRTI. (b) You own all graphics, text or other information or content supplied by you for incorporation into or delivery through your personal website. GRTI owns any software developed or modified by GRTI and all graphics, text or other information or content materials supplied by GRTI for incorporation into your personal website ("GRTI Materials"). You may only use the GRTI Materials in association with your personal website and only during the Term.

Section 8: Roaming Service and Dial-In Numbers

Customer/you are solely responsible for accessing GRTI e-mail and GRTI internet services when away from the service address where dedicated internet access is provided over the GRTI network. GRTI does not provide roaming service nor dial-in numbers or services. You are responsible for checking the availability of roaming and remote access to GRTI internet services. You are responsible for any long-distance, toll, or other charges incurred when roaming or using remote access or any other form of access other than the internet service provided by GRTI to the service address. GRTI is not responsible for any toll or other charges incurred through dial-up or remote or roaming services.

Section 9: Wi-Fi

www.gilane.net may be used in a wireless network environment at your own risk. Wireless networking devices use public radio channels to transmit voice and data communications. GRTI cannot guarantee the security, privacy, or confidentiality of any transmissions made via such devices, and GRTI makes no assurances or warranties relating to their use by you. You are responsible for all use of your Service regardless of the source of access or transmission, whether by you, or an authorized or unauthorized third party, over your Service.

Section 10: Upgrades

Upgrading your computer software could lead to the loss of stored e-mail. Such loss may ordinarily be prevented by saving such e-mail on your personal computer prior to the upgrade. Customer shall not hold GRTI liable for the loss of e-mail during the upgrade process, whether caused by Customer or GRTI.

Section 11: Limitation of Liability

YOU ASSUME TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND THE INTERNET AND ACCESS THE SAME AT YOUR OWN RISK. GRTI EXERCISES NO CONTROL OVER AND DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET. GRTI SHALL NOT BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY

LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OF INFORMATION OR DATA, OR INTERRUPTED COMMUNICATIONS, EVEN IF ANY SUCH DAMAGES ARE CAUSED BY GRTI, ITS AFFILIATES OR CONTRACTORS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES. UNDER NO CIRCUMSTANCES WILL GRTI BE LIABLE TO YOU OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU FOR THE SERVICES DURING A SIX MONTH PERIOD.

Section 12: Disclaimer of Warranties

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GRTI MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. GRTI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION GIVEN BY GRTI, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

Section 13: Indemnification

You agree to indemnify, defend, and hold harmless GRTI and its subsidiaries, affiliates, officers, employees, agents, suppliers, or other partners from any and all third-party claims, liabilities, costs, and expenses, including reasonable attorney fees, arising from your use of the Services, your violation of this Agreement, or your violation of any rights of another.

Section 14: Dispute Resolution and Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES THROUGH FINAL AND BINDING ARBITRATION WITH A FAIR HEARING BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT OF LAW BY A JUDGE OR JURY OR THROUGH A CLASS ACTION. 14.1 Arbitration Terms. You agree that any dispute or claim arising out of or relating to the Services or this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration. (a) Arbitration Procedures. Before commencing arbitration you must first present any claim or dispute to GRTI in writing to allow GRTI the opportunity to resolve the dispute. If the claim or dispute is not resolved within 60 days, you may request arbitration. The arbitration shall be

conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitration of the dispute. New York state law, without regard to choice of law principles, shall otherwise govern and apply to any and all claims or disputes. All arbitration proceedings and hearings shall take place in Phoenix, Arizona. Arbitration is final and binding. Under the JAMS Rules, there may be no right to pre-arbitration discovery. Any arbitration shall be confidential, and neither you nor GRTI may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. The arbitrator's award shall be in writing, but is not required to include factual findings or legal reasoning. Judgment on any arbitration award may be entered in any court having jurisdiction. Each party shall pay its own expenses of the arbitration, including attorney fees, except as provided below. (b) Costs of Arbitration. The party requesting arbitration must pay the applicable JAMS filing fee, except that for claims of less than \$2,000 you will only be obligated to pay a filing fee of \$25 and GRTI will pay all of the other JAMS costs and fees. For claims of \$2,000 or more, after the claimant pays the JAMS filing fee, all other JAMS administrative fees will be divided equally between you and GRTI. Each party will bear the expense of its own counsel, witnesses, preparation, and presentation of evidence at the arbitration. 14.2 Waiver of Class Action. By this Agreement, both you and GRTI are waiving rights to litigate claims or disputes in court, including the right to a jury trial. You further waive any right to pursue any claim on a class or consolidated basis or in a representative capacity.

Section 15: Global Service Provider

Pursuant to law, connectivity to the global Internet will be provided in Arizona by another carrier (a "Global Service Provider" or "GSP"). GRTI may commence providing such connectivity in Arizona without notice to you when it receives authority. For Service in Arizona, GRTI will include the GSP charges in GRTI's billing statement until a GSP is no longer used.

Section 16: Miscellaneous

This Agreement and the AUP constitute the entire Agreement between you and GRTI with respect to your use of the Services. GRTI may assign this Agreement and your rights and obligations under this Agreement, in whole or in part, at any time without notice to you. You may not assign this Agreement without GRTI's prior written consent. Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder. If any term of this Agreement is held to be unenforceable, such term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect. This Agreement is intended solely for GRTI, its affiliates and you and it shall not benefit or be enforceable by any other person or entity. GRTI shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is

caused by an unforeseeable event beyond the reasonable control of GRTI, including without limitation: act of God; fire; flood; labor strikes or unrest; sabotage; fiber cut; power shortage or power failure, e.g., rolling blackouts; material shortages or unavailability or other delay in delivery not resulting from GRTI's failure to timely place orders therefore; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or failures of suppliers of goods or services.