## **Terms and Conditions**

Waypoint Communications, Inc.( the Provider ) Services may only be used for lawful purposes. Transmission of any material in violation of any international, national, state, or local statute is prohibited and will result in termination of services provided by Waypoint Communications, Inc. The user must understand that Waypoint Communications, Inc. does not own or control many of the various facilities, telecommunications lines, or computing resources for which it may provide access. Use of other organizations networks or computing resources must comply with the policies of those organizations. Use of any information obtained via Waypoint Communications, Inc. services is at the user's own risk, and Waypoint Communications, Inc. specifically denies any responsibility for accuracy or quality of information obtained through Waypoint Communications, Inc's. network or services. Users must agree to have only one active login per username. Users must agree not to sell and/or provide their username and password to any other individual or business. Users must change their passwords periodically. As long as they have a contractual relationship with Waypoint Communications, Inc., users must agree to use the system in a responsible and appropriate manner, and agree not to use the system in any way which will decrease the benefit to other users. As evidenced by the users' signature on our Terms and Conditions form, they acknowledge that they are aware of any and all proper legal uses of the system, and agree not to use the system to engage in any illegal activity whatsoever, or engage in any use which tends to injure Waypoint Communications, Inc. in any way. Waypoint Communications, Inc. makes no warranties, expressed or implied, including warranties of fitness for a particular purpose or merchantability. Waypoint Communications, Inc. or other authorities may determine inappropriate usage of this account, and the privilege may be revoked at Waypoint Communications, Inc.'s discretion. Should this occur, the user will be informed in writing. This agreement cannot be changed by verbal or e-mail agreements, and can be superseded by the latest version of the terms and conditions. The user must agree to the rate and billing procedures as set forth in these Terms and Conditions and the current version of the Registration Form. Users must understand that cancellation of their account must be received in writing by Waypoint Communications, Inc. at least five (5) working days prior to the start of the billing cycle for which the cancellation is to be effective. If paying by check or money order, payment in full is due no more than ten (10) working days after the start of each billing cycle. Waypoint Communications, Inc. reserves the right to cancel any delinquent account without notice. Cancelled accounts may be subject to a reactivation fee of \$45.00. Waypoint Communications, Inc. reserves the right to modify this agreement upon thirty (30) days notice to the user. Use of Waypoint Communications, Inc. services after the notification constitutes acceptance of the new terms and conditions. Late Fee. Minimum charge \$5.00 or 20% After 10 Days, whichever is the greater amount. These Terms and Conditions reflect the entire agreement of the parties and supersedes all prior oral or written agreements and understanding of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Washington. An application for a minor(under age 18) must be signed by a parent or legal guardian. By signing our application, the user agrees to abide by the terms and conditions set forth in the latest version of the Terms and Conditions. The user must understand that the current Terms and Conditions will be published on the Waypoint Communications, Inc. web site. Further, the user must understand that awareness of the current Terms and Conditions is his or her responsibility. This document may change periodically.

## **Responsibilities of the Customer**

Waypoint Communications, Inc. reserves the right to disable any customer's account if a customer fails to abide by the Terms and Conditions in this document. Users agree to stop any activity which Waypoint Communications, Inc. deems to cause denial of service to other users. Continuation of that activity after notification will be considered grounds for denial of service. This document cannot by changed by verbal or e-mail agreements, and can be superseded by the latest version of the terms and conditions. The customer agrees to have only one active loq-in per username, and to not sell and /or provide his/her username and password to any other individual or business. Passwords will be changed periodically. The customer agrees to use the system in a responsible, legal manner and agrees not to use the system in any way that will decrease the benefits of our system to other users. In short, Waypoint Communications, Inc. reserves the right to refuse any service, to any party, for any reason.

Questions? Call 360-385-6003 for more information.