

The websites located at www.triadwireless.net (the "Website") are owned and/or operated by TRIAD WIRELESS (herein referred to as "we", "us", or "TRIAD WIRELESS"). Before using the Website, please read the following Terms and Conditions of Use ("Terms of Use") carefully.

Through the Website, TRIAD WIRELESS provides an internet-based service that allows users to communicate with others using a VoIP and other technologies (collectively, the "Services"). These Terms of Use govern your access to and use of the Website, including but not limited to your use of the Services. For greater certainty, any use of the Services constitutes use of the Website. Your access to and use of the Website is expressly conditioned on your acceptance of and compliance with these Terms of Use. BY USING THE WEBSITE, YOU AGREE TO FOLLOW AND BE BOUND BY THESE TERMS OF USE [AND THE TRIAD WIRELESS PRIVACY POLICY WHICH ARE HEREBY INCORPORATED BY REFERENCE]. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE [AND THE PRIVACY POLICY], YOU MAY NOT ACCESS OR USE THIS WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

TRIAD WIRELESS may modify or amend these Terms of Use from time to time and such modification or amendment shall be effective upon posting and your continued use of the Website or Services thereafter shall constitute your acceptance of the amended Terms of Use. If you do not agree to the modification or amendment, you must cease your use of the Website. Account Holders (as defined below) will be provided 30 days' notice in advance of any modification or amendment to these Terms of Use.

These Terms of Use, together with the Privacy Policy and all other applicable terms and conditions, constitute your agreement with us (the "Agreement").

1. Account Holders

Certain portions of the Website may be accessed only by TRIAD WIRELESS account holders ("Account Holders"). Additional terms and conditions will apply to each Account Holder of TRIAD WIRELESS. On requesting a TRIAD WIRELESS account, you warrant that all information you submit to us is true and accurate and that you are of sufficient legal age in your jurisdiction to create binding legal obligations. TRIAD WIRELESS is not liable for any breach of the above warranties by an Account Holder, whether or not such breach is caused intentionally. In the event of a breach of one or more of the above warranties, and without limitation to any other remedy available to it, TRIAD WIRELESS may discontinue an account or revoke the privileges of the Account Holder.

On registration, Account Holders will select identification information which will enable the Account Holder to access those portions of the Website reserved for Account Holders. When establishing your account, you will be required to create a password. You are responsible for maintaining the

confidentiality of this identification information and password, and are responsible for all activities (whether by you or by others) that occur under your account or by your identification information. You agree to notify us immediately of any unauthorized use of your account or identification information or password or any other breach of security. TRIAD WIRELESS disclaims all liability for any loss or damage arising from your failure to protect your account or identification information. For greater certainty, and without limiting the generality of the foregoing, an Account Holder shall be responsible for any breach or violation of these Terms of Use caused by any activity under that Account Holder's account.

2. Term – Account Holders

For Account Holders, subject to these Terms of Use, including any provisions which by their terms are meant to survive cancellation and termination, and any other applicable terms and conditions, this Agreement shall be in force for the length of time that the account remains active. Your account will terminate automatically at the end of the applicable subscription period if your subscription to the Website is not renewed. We may immediately terminate your account if you are in breach of this Agreement. We may also terminate your account on 5 days' notice if for any reason we stop providing the Website or Services. We may terminate your account for any other reason, but in advance of such termination, we will provide you with notice either (a) 30 days in advance of termination, or (b) such period in advance of termination that is equal to the remaining subscription period if the applicable subscription period ends 30 days or less from the date of the notice, whichever period is shorter. For greater certainty, TRIAD WIRELESS is not obligated to provide notice in advance of termination resulting from the expiry of a subscription period, and nothing in these Terms of Use shall oblige TRIAD WIRELESS to offer to your renewal of your subscription for the Services.

An Account Holder may terminate this Agreement by contacting TRIAD WIRELESS at billing@triadwireless.net. However, notwithstanding such termination, the Account Holder will remain responsible for paying any applicable fees and/or charges pertaining to the remaining portion of the subscription period, and any other fees or charges incurred through your use of the Website.

In the event of cancellation or termination, you are no longer authorized to access the part of the Website affected by such cancellation or termination.

3. Survival

The restrictions imposed on you with respect to material downloaded from the Website, and the disclaimers and limitations of liabilities set forth in these Terms and Conditions of Use, and any indemnification obligations imposed upon you here under, shall survive any cancellation or termination of this Agreement.

4. Payment

You are responsible for paying all fees together with all applicable taxes associated with your account and the Service. Applicable fees are set forth by TRIAD WIRELESS resellers, and may be modified from time to time at the sole discretion of the TRIAD WIRELESS reseller. Any requirement to pay any fee or other payment in connection with your use of the Website are part of and subject to these Terms of Use. Failure to pay any fee when due is a breach of this Agreement.

5. User Information

TRIAD WIRELESS use of your personal information and any other information provided to us by you in connection with the Website (“User Information”), which for greater certainty includes any information provided or created and stored in connection with the Service (such as video recordings or live streamed information), is subject to the TRIAD WIRELESS Privacy Policy. You are responsible for the accuracy and quality of such User Information. You are responsible for the legality of all User Information, and you agree that you are solely responsible for the complying with any applicable laws, including those related to privacy and intellectual property rights or ownership, in respect of any disclosure to us or use of User Information in connection with the Website.

TRIAD WIRELESS is not responsible for any deletion, alteration, damage, loss, destruction, misdirection or failure to store of any User Information. TRIAD WIRELESS may at its discretion discard or destroy any of your User Information in the event that this Agreement is terminated or such User Information is in violation of these Terms of Use.

6. Disclaimer of Warranty, Limits of Liability and Indemnity

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITE AND ANY THIRD-PARTY SITES ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY IMPLIED WARRANTY OF TITLE. WE DO NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TRIAD WIRELESS IS NOT LIABLE TO YOU FOR ANY LOSS YOU SUFFER IN CONNECTION WITH YOUR ACCESS OR USE OF THE WEBSITE, ANY LINKED WEBSITES OR ANY SOFTWARE AVAILABLE AT THE WEBSITE.

IN NO EVENT SHALL TRIAD WIRELESS , ITS SERVICE PROVIDERS, AFFILIATES, ASSOCIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES,

INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA OR OTHER INTANGIBLES; OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF TRIAD WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM THE USE OR THE INABILITY TO USE TRIAD WIRELESS WEBSITE, MATERIAL, IMAGES OR SERVICES. FURTHERMORE, YOU ACKNOWLEDGE THAT TRIAD WIRELESS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY OTHER PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING REST ENTIRELY WITH YOU. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER TYPES OF DAMAGES; THEREFORE, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

You must provide and are solely responsible for all hardware and/or software necessary to access the Website. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

7. Intellectual Property Rights

TRIAD WIRELESS and related words, domain names and logos are trade-marks and the property of TRIAD WIRELESS. All other trade-marks, product names and company names or logos cited herein are the property of their respective owners.

The intellectual property rights in material contained on the Website, including all portions of the Website, content, site design, text, graphics, and the selection and arrangement thereof are held by TRIAD WIRELESS and its licensors, except as otherwise expressly provided herein. ALL RIGHTS RESERVED.

All software, materials, information and content offered by TRIAD WIRELESS are protected by copyright and other applicable laws. You may use these materials so long as you do not change the materials or remove any copyright or other proprietary rights notices included in the materials. You may not distribute or copy such material without the written permission of the copyright owner. You may not reverse engineer the Services and/or any of TRIAD WIRELESS technology or software for any purpose whatsoever.

8. Right to Use

TRIAD WIRELESS hereby grants to the Account Holder a non-exclusive, non-transferrable right to use the Service, subject to these Terms of Use. All rights not expressly granted to you are reserved to us and our licensors.

Nothing contained in this Agreement shall be deemed as conferring any right in any copyright, trademark, trade name or other proprietary property of TRIAD WIRELESS or any other party who owns or has proprietary rights to the content, information and materials provided on the Website.

9. Third Party Links

We may provide links to third-party sites that might be of interest to you. We do not endorse any such site and have no control over the content or availability of these sites. It is your responsibility to read and understand each site's privacy and other policies as well as the terms and conditions of their service. If you have any questions or concerns regarding these third-party sites, please contact their site's web master or site administrator. TRIAD WIRELESS is not liable for any damages that you incur, and you agree not to assert any claims against us arising from your use of any third-party site.

10. Compliance with Laws

You shall abide by all local, Provincial, national, and foreign, laws, treaties and regulations in connection your use of the Website, including those related to privacy.

11. Prohibited Behavior

You agree that you will not:

- restrict or inhibit any other user from using and enjoying the Website;
- interfere with or disrupt any servers or networks used to provide the Website or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Website;
- gain unauthorized access to the Website, or any account, computer system, or network connected to this Website, by means such as hacking, password mining or other illicit means;
- use the Website to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- use the Website to instigate or encourage others to commit illegal activities or cause injury or property damage or interfere with business interests or contractual relations of any person;
- obtain or attempt to obtain any materials or information through any means not intentionally made available through this Website;
- use the Website to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, provincial, state, national or international law;
- use the Website to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder;

- use the Website to post or transmit any information, software or other material that contains a virus or other harmful component;
- use the Website to post, transmit or in any way exploit any information, software or other material for commercial purposes, or that contains advertising;
- use the Website to advertise or solicit to anyone to buy or sell products or services, to cease using the Website, to visit another competing Website, or to make donations of any kind, without our express written approval; or
- gather for marketing purposes any email addresses or other personal information that has been posted by other users of the Website.

You agree to indemnify TRIAD WIRELESS and each of its officers, directors, employees, agents, distributors and affiliates from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable legal fees, resulting from your breach of any of the foregoing provisions. We reserve the right to deny access to the Website or any features of the Website to anyone, for any reasons, including as a result of persons who violate these Terms of Use or who, in our sole judgment, interferes with the ability of others to enjoy the Website or infringes the rights of others.

12. Indemnity

You agree to fully indemnify and hold harmless TRIAD WIRELESS, and all our personnel and agents from and against all damages, losses, expenses and costs, including reasonable legal fees, resulting from any violation of this Agreement, or any circumstances related to your negligence or wrongful conduct when using the Website.

13. Jurisdictional Issues

Some or all of the products and services offered on the Website may not be eligible for solicitation in your jurisdiction. If you are accessing this Website from such a jurisdiction, you should not consider anything on this Website as an offer to sell or as a solicitation to the public to purchase any product or service from TRIAD WIRELESS. The Website is for use only by persons residing in jurisdictions where such products and services may legally be sold.

TRIAD WIRELESS makes no representation that any of the materials contained in the Website are appropriate or available for use in other locations or jurisdictions. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

14. General

These Terms of Use shall be governed by the law of the State of Florida, USA, without respect to its conflict of laws principles. Any claim or dispute between you and TRIAD WIRELESS that arises in

whole or in part from the TRIAD WIRELESS Website shall be decided exclusively by a court of competent jurisdiction located in Polk County, FL. This Agreement, together with the [Privacy Policy](#), any other legal notices published by TRIAD WIRELESS on the Website, and any other applicable terms and conditions of use shall constitute the entire agreement between you and TRIAD WIRELESS concerning the Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and TRIAD WIRELESS 's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. Any rights not expressly granted by these Terms of Use are reserved to TRIAD WIRELESS.

15. Force Mature

Neither party shall be in default if failure to perform any obligation here under is caused by supervening conditions beyond the failing party's control, provided that the party seeking excuse is reasonably diligent in attempting to remedy the supervening condition, uses reasonable efforts to notify the other party of the supervening condition, and resumes performance as soon as possible.

16. Notice

Any notice required under this agreement to be given by writing shall be delivered to us at billing@triadwireless.net.

REFUND POLICY

Refunds are handles on a case by case basis. For questions, concerns or disputes please contact us at 602-426-0542 – or by email at billing@triadwireless.net.