



## INTERNET TERMS OF SERVICE AGREEMENT & PRIVACY POLICY

### INTRODUCTION

By using this Internet service (“Service”) or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies. If you do not agree to the Terms of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider (the “ISP”), reserve the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions. This privacy policy governs your use of the Internet services (“Service”) provided by us (the “ISP”), whether you subscribe to the Service or not, and you agree to all the terms set forth herein.

### 1. SUBSCRIBER OBLIGATIONS

(A) End users establishing an account with the ISP (“Members”) must be at least 18 years old.

(B) Members must (i) provide ISP with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to ISP all changes to this information within 30 days of the change. Members are responsible for all charges to their account.

(C) Members are billed each month for the basic service and any additional usage or services. Members are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. ISP is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by ISP.

(D) Delinquent accounts may be suspended or canceled at ISP’s sole discretion; however, charges will continue to accrue until the account is canceled. ISP may bill an additional charge to reinstate a suspended account.

### 2. A SPECIAL NOTE CONCERNING MINORS

Protecting children’s privacy is especially important to us. It is our policy to comply with the Children’s Online Privacy Protection Act of 1998 and all other applicable laws. ISP recommends that children ask a parent for permission before sending personal information to ISP, or to anyone else online. If you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

### 3. MEMBER'S ACCOUNT, PASSWORD AND SECURITY

Members receive a user name, password and account designation upon registration. You and members of your household are the only authorized users of your ISP account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify ISP within 24 hours of discovering any unauthorized use of your account.

Usernames, passwords and email addresses are ISP's property and ISP may alter or replace them at any time.

### 4. THIRD PARTY SERVICES

Some subscriber data, including contact information, usage levels and signal quality may be made accessible to third-party organizations for account management and billing purposes, to support and troubleshoot individual subscriber accounts and to resolve wider network issues.

### 5. MONITORING THE SERVICE

ISP has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if ISP, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Members. Please see our Privacy Policy. ISP may immediately remove your material or information from ISP's servers, in whole or in part, which ISP, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

### 6. NETWORK MANAGEMENT

While ISP will not unreasonably block access to lawful content or applications, or discriminate in transmitting lawful Internet traffic, ISP reserves the right to employ reasonable network management policies to ensure a quality Internet experience for all subscribers.

### 7. COPYRIGHT INFRINGEMENT

It is a violation of this agreement to transmit copyrighted material or to store such material where it can be accessed by others. This could be through the use of file-sharing programs that allow for the download and sharing of music, movies and other copyrighted content, or any other technology or method that would cause or allow for the infringement of copyrighted material. While we do not actively monitor our network or servers for such content or activity, we do receive regular notifications from content owners pursuant to the Digital Millennium Copyright Act. As a service provider, when properly notified, we have a responsibility under this Act to promptly remove or block access to the content in question. If it is determined that you are hosting copyrighted material on your computer, we will notify you to remove the content and may suspend your account while the copyrighted material is removed from the computer. If there are repeated violations of this policy your account may be subject to termination. Therefore, it is important to also remove or disable features in any programs that allow others to access copyrighted material from your computer.

### 8. DISCLAIMER OF WARRANTIES

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY ISP, ISP DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. ISP HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE

SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. ISP DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. ISP MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ISP OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ISP OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

## 9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ISP, EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ISP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ISP’S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## 10. INDEMNIFICATION

Upon a request by ISP, you agree to defend, indemnify, and hold harmless ISP and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney’s fees, that arise from your use or misuse of this site. ISP reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ISP in asserting any available defenses.

## 11. SOFTWARE LICENSE

ISP grants to each Member a limited, non-exclusive, non-transferable and non-assignable license to install and use the ISP access software (including software from third-party vendors that ISP distributes) (in object code format), its associated documentation, and any updates thereto (“Licensed Programs”) in order to access and utilize the Service. Each Member agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose. ISP may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of ISP and ISP’s licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with ISP and ISP’s licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

## 12. WEBSITE USAGE and OTHER WEB SITES

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because ISP has no control over such sites and resources, you acknowledge and agree that ISP is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ISP shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by ISP. ISP assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold ISP harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify ISP from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. ISP will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to ISP to use on the Website, will be deemed to be a grant by you to ISP of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## 13. TERM OF AGREEMENT

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a Member, to terminate your account.

## 14. TERMINATION

ISP reserves the right, in its sole discretion, to terminate your account, your password and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to ISP by:

- \* telephone calls directed to Customer Service.
- \* registered or certified mail, return receipt requested addressed to ISP.

Email termination of your basic Internet access account will not be accepted. If your account included space on ISP's servers, anything stored on this space will be deleted upon termination. Sections 6, 7, 8, 10, 13 and 14 of this Agreement shall survive termination of this Agreement.

## 15. THIRD PARTY BENEFICIARY

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF ISP'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO ISP DESCRIBED HEREIN.

## 16. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, the Privacy Policy, and ISP's other user policies posted on ISP's website constitute the entire agreement between you and ISP with respect to your use of the Service. ISP may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after ISP posts it at its website.

This Agreement is governed by the law of the state in which ISP operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and ISP, and waive your rights to removal or consent to removal.