

## **RTC on Line Terms and Conditions**

THIS AGREEMENT is entered into between the person or entity who makes use of Company's Internet services and/or products ("Customer") and RTC Communications Corp, d.b.a. RTC on Line ("Company") and is subject to acceptance by Company. Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

BY USING THE ACCESS NUMBERS AND/OR BROADBAND CONNECTION PROVIDED BY THE COMPANY TO ACCESS THE INTERNET SERVICE OFFERED BY THE COMPANY ("INTERNET SERVICE"), CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THIS AGREEMENT. CUSTOMER MAY CANCEL SERVICE IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT. WHEN CUSTOMER USES THE INTERNET SERVICE, IT IS AT CUSTOMER'S OWN RISK.

1. PROVISION OF SERVICE. Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein and hereinafter defined as "Service" or "Internet Service") at the applicable rates and charges, subject to the terms and conditions specified in this agreement. Company shall provide Customer with Internet access account ID's and phone number(s) by which Customer may use Company's Internet system. Customer shall not have any proprietary right to the access account ID(s) provided to it by Company. Except as otherwise agreed by Company in writing, Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer upon at least 25 days' written notice to Customer, such notice to be given at least 25 days' prior to the end of the then current contract term. Customer agrees to pay for Service pursuant to such revised rates, terms and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Company reserves the right to assign, designate or change access account ID(s) and access phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business. Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to government regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system. Customer is responsible for all persons who use Customer's account, unless Customer notifies the Company within 24 hours of discovering unauthorized use of the account. Except for content labeled with the Company's name, the Company assumes no liability for any content or material accessed by the Customer through the Service.

2. USE OF SERVICE AND EQUIPMENT. Service and equipment are furnished for use by Customer for any lawful purpose. Customer warrants Customer is at least 18 years old.

3. CUSTOMER SERVICE REQUESTS. Applications, including activation, change or discontinuance of Service, will be accepted from Customer in writing via facsimile transmission, via US mail or by other methods acceptable to the Company.

4. TERM OF AGREEMENT. The initial term of this Agreement commences when the Customer first uses the Internet Service provided by the Company and continues through the last day of the next calendar month. Unless the Customer or the Company cancels the service in the manner described in this Agreement, the term of this agreement shall be renewed for successive one month terms. This Agreement runs for what is commonly called a month to month term.

5. LIMITATION OF COMPANY'S LIABILITY.

(a)CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; COMPANY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND COMPANY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i)A CREDIT ALLOWANCE AS DESCRIBED IN SUBSECTION 5(a)(iii) BELOW, WILL BE MADE AT CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND OPTIONAL FEATURES PER ACCESS ACCOUNT ID, ALL AS DESCRIBED IN THE RATE SHEET IN EFFECT AT THE TIME OF INTERRUPTION.

(ii) SUCH CREDIT ALLOWANCE WILL BE BASED UPON THE PERIOD OF THE TIME WHICH SUCH MISTAKES, OMISSIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE OR ITS TRANSMISSION CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS WILL BE MEASURED FROM THE TIME IT IS REPORTED TO COMPANY. IN THE EVENT CUSTOMER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN 24 HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS 24 HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN 24 HOUR DAYS. A FRACTION OF A DAY CONSISTING OF LESS THAN 12 HOURS WILL NOT BE CREDITED, BUT A PERIOD OF 12 HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD 30 DAY MONTH AND THEN MULTIPLYING THE RESULT BY COMPANY'S FIXED MONTHLY CHARGES FOR EACH INTERRUPTED ACCESS ACCOUNT ID. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMER OR OTHER PARTIES, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY COMPANY.

(v) THE SERVICE FURNISHED BY COMPANY, IN ADDITION TO THE LIMITATIONS SET FORTH PRECEDING, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF COMPANY FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING COMMUNICATIONS CARRIER, OCCURRING

IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED USER, OR THE UNDERLYING COMMUNICATIONS CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION, OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY COMPANY OR THE UNDERLYING COMMUNICATIONS CARRIER OCCURRED.

(b) Company shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of God, fire, war, riots, government authorities, default of supplier, or other causes beyond Company's or any underlying communications carrier's control.

(c) Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Company is not liable to Customer for any claims, loss, damages or cost which may result from lack of privacy on the system.

(d) Customer acknowledges that Internet systems may carry material which may be considered abusive, profane, sexually explicit or offensive and that Company is not liable to Customer for any claims, loss, damages or cost which may result from such material being available to Customer or someone using Customer's account through the Internet Service.

(e) Customer agrees to use the Service in a way that does not violate any applicable law or which would subject the Company to liability for Customer's actions. Customer hereby agrees to indemnify and save Company harmless against any loss, cost, damage or fees (including attorney's fees and disbursements), claims for libel, slander, or infringement on intellectual property rights or copyright from the material transmitted, received or stored in any form over the Company's facilities by Customer or those using Customer's equipment or Account I.D.; against claims for infringement of patents arising from combining or

using apparatus or systems of Customer with the facilities of Company or any communications carrier; and against all other claims arising out of any act or omission of Customer in connection with the use of the facilities or Service provided by Company.

## 6. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE MANUFACTURER OF EQUIPMENT AND INTERNET PACKAGE SOFTWARE, AND COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IN CONNECTION WITH THE EQUIPMENT OR SERVICE OR INTERNET PACKAGE SOFTWARE (WHETHER PURCHASED OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER), INCLUDING BUT NOT LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY, TO THE EXTENT PERMITTED BY LAW, ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT OR INTERNET PACKAGE SOFTWARE PURCHASED BY CUSTOMER, AND CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE, INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER. WITHOUT LIMITING THE ABOVE, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT OR SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY COMPANY'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PARAGRAPH SHALL

BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER LESSOR. UNDER CERTAIN LAWS THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS.

7. INDEMNIFICATION AND RELEASE. Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or used in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.

8. OPERATING RULES. Customer agrees not to publish on or over the Internet content which violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content, Company may at Company's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication.

9. RATES AND CHARGES. The rates and charges for Internet Service and the rates and charges for optional services provided by Company are as set by Company from time to time. The initial rates for Internet Service and optional services, as well as Customer payment options, are provided on the rate sheet included in the package with this Agreement. Company reserves the right to change the rates for Internet Service and optional services, as well as Customer payment options, from time to time. Company will notify Customer of any change in rate and payment option by electronic mail and by posting a notice of the change in rates and charges on the Internet Service. Unless otherwise agreed by Company, Customer will be billed in advance for monthly access base rate charges and, if applicable, in arrears for extended connect time, bandwidth and disk use charges. Unless otherwise agreed by Company, Customer will be charged a minimum of one minute of connect time for each connected call. Chargeable connect time is measured from the time of channel seizure to channel termination for connected calls and shall be rounded up to the next one minute increment.

(a) Unless otherwise agreed by Company, payment is due to Company as stated on the attached rate sheet included with this Agreement.

(b)Customer shall be responsible for payment of charges for all services furnished by Company, including without limitation, Service establishment fees, Service connection charges and charges for enhanced features, sales and use taxes, other taxes required by law, fees or other extraction imposed by or for any municipal or other political authority against Company. Rates and charges shall be based on prices in effect at the time Service is furnished.

(c)Payments received after the due date may incur a late payment charge of the lesser of 1.5% per month or the highest rate permitted by law of the unpaid balance for each month or fraction thereof that such balance shall remain unpaid.

(d)In the event Customer's equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use and other charges attributable to the Internet access account ID until such time as Company is notified of the loss, theft, or other occurrence.

(e)When payment for Service or equipment is returned, a charge of \$15 may be made by Company for each time such item is returned unpaid to Company for any reason except to the extent limited by law.

(f)Unless otherwise agree by Company, Customer shall be responsible for all outstanding charges for service rendered and shall be responsible for all charges through the end of the billing cycle within which termination occurs, without proration of any such charge.

(g)For the first month of service only, all rates and charges will be prorated based on the number of days the service was in use.

#### 10. DEFAULT AND WAIVER

(a)In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:

(i)Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the

breach thereof; and/or

(ii) Terminate this agreement, whereupon all rights and interests of customer shall terminate and Customer shall remain liable for all Services provided through the date of termination.

(b) Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by Company in connection with such breach or default by Customer and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

(c) The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law.

(d) No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.

11. ASSIGNMENTS. Neither this agreement nor Customer's rights hereunder shall be assignable by Customer except with Company's prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

12. ENTIRE AGREEMENT AND GOVERNING LAW. Customer acknowledges receipt of this agreement, which includes the writing on both sides of this document, and that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that Company and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. No modification, change or alteration of any of the terms of this agreement shall be valid unless in writing and signed by Company and Customer except as otherwise proved herein. This agreement supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. Customer agrees to notify Company within 30 days of any change of Customer's address. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

13. SEVERABLE PROVISIONS. If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining

provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

14. RENEWAL AND TERMINATION. Unless Customer or Company terminates this agreement as provided herein, and except as otherwise agreed, upon completion of any initial term of this agreement, this agreement shall renew on a month-to-month basis. Notice of Customer's intent to terminate this agreement shall be made in writing to the Company at P.O. Box 507, Rochester, Indiana 46975 or by other methods acceptable to the Company. Company reserves the right not to renew this agreement at any time prior to the conclusion of the initial or any renewal term by giving Customer notice of same.

15. PRIVACY POLICY. We use third-party advertising companies to improve the relevancy and usefulness of ads presented to you while you are online and to provide us with information on general Internet usage patterns. These companies may use anonymous information including but not limited to zip code, web-sites visited, search criteria, advertisements clicked, advertisements not clicked, time of day, and speed of connection about your visits to various Web sites in order to increase the relevancy and usefulness of advertisements for goods and services that may be of interest to you. This anonymous information will not include your name, email address, telephone number, or any other private personally identifiable information. Our systems and processes have been certified to verify that no private or personally identifiable information is stored, nor is it provided to third-parties for the purposes of serving advertisements to you. By opting out you will continue to receive advertisements as normal; except these advertisements will be less relevant and less useful to you. If you would like to opt out of this, <http://www.nebuad.com/company/optout.php> [click here.](#)