

## **Residential and Business – Internet Service Terms and Conditions of Service and Customer Agreement\*:**

**NOTICE** - BY APPLYING FOR SERVICE, USING THE MATERIALS INCLUDED IN THIS PACKAGE, OR ACCESSING TRANSWORLD INTERNET SERVICES, INC'S (TW, THE COMPANY), OR TRANSWORLD NETWORK, CORP'S (TW, THE COMPANY) INTERNET ACCESS SERVICE (THE SERVICE), YOU (CUSTOMER, USER, SUBSCRIBER) BECOME A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND AS LISTED ON THE COMPANY'S WEBSITE: <http://www.twncorp.com>. THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND TW REGARDING USE OF THE SERVICE, AND MAY BE AMENDED AT ANY TIME AND IN ANY FASHION BY TW. IT IS YOUR RESPONSIBILITY TO READ, UNDERSTAND AND ABIDE BY ALL OF THE PROVISIONS OF THIS AGREEMENT AS IT STANDS AND AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY AND YOU AGREE TO PERIODICALLY ACCESS THE MOST CURRENT VERSION OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CEASE ALL ACCESS, MAKE ARRANGEMENTS TO RETURN ANY TW EQUIPMENT AT YOUR PREMISE, AND RETURN THESE MATERIALS IMMEDIATELY TO TRANSWORLD NETWORK, CORP (TW). APPLICABLE EARLY TERMINATION PENALTIES AND FEES MAY APPLY. THE PROVISIONS OF THIS AGREEMENT WILL CONTINUE IN EFFECT EVEN AFTER TERMINATION OF YOUR ACCESS.

You agree that the laws of the State of Florida shall be applied in all matters pertaining to the construction and/or application of the terms of this Agreement. Your acceptance of this Agreement constitutes your consent and submission to personal jurisdiction of the courts of the State of Florida, with respect to any matter relating to your use of the Service.

Customers must be at least 18 years old. You represent that you are of full age of legal majority and are not under any disability or restriction, and are in all respects fully authorized and empowered to enter into this Agreement and be bound by and perform in accordance with its terms. This document, when accepted by you, will impose certain legally enforceable obligations upon you. If you have any questions pertaining to the content or effect of this Agreement, it is your responsibility to contact your own legal advisor.

The intent of this agreement is to enhance your use of the Internet by giving you basic guidelines for its use. Users of TW Internet access services must fully abide by the terms of this agreement. You acknowledge that, in accordance with these Terms and Conditions, at our sole discretion, we may remove any materials that may be illegal, may subject us to liability, or which may violate this agreement. Should you commit any violation of this agreement, your Internet Access account may be suspended or terminated and you may face other recourse(s) as may be available to TW.

**INTRODUCTION** – TW's Internet access service provides Internet access through the use of a telephone line. Data is transmitted to and from your computer via a telephone line. TW's dial-up Internet access service provides an Internet gateway and ancillary services for access and use of the Internet. It is comprised, in part, of proprietary technology that TW has procured for use by its customers from certain third-party vendors.

You are responsible for providing the necessary telephone line, computer equipment, devices, and software and for connecting to the service provided by TW. Minimum system requirements are set forth in this agreement. Use of TW's dial-up Internet access service ("the Service") is subject to interruptions at TW's discretion. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of this agreement and may result in termination of service by TW. Please also note that Communication systems are subject to degradation of service from phenomena such as so-called Line-Noise interference and other causes beyond the reasonable control of TW.

You are responsible for learning to use the Internet services you choose, and for the use of software designed for use with the Internet. Users utilizing the Service are paying for access to the Internet, not the education on how to use it. TW is not responsible for configuring, or teaching Customers how to operate any hardware or software on their computer(s). TW reserves the right to refuse technical support to any Customer who TW believes is abusing the service of technical support.

TW will provide most notices to members by e-mail or bill insert. Other notices may be given by a general posting, or by conventional mail.

If you need to send notice to TW or if you have any questions or comments, you can reach TW by calling 1-866-711-6290, sending e-mail to [customersvc@twncorp.com](mailto:customersvc@twncorp.com), or by writing to:

TRANSWORLD NETWORK, CORP or TRANSWORLD INTERNET SERVICES, INC  
ATTN: CUSTOMER SERVICE  
PO BOX 15855  
TAMPA, FL 33684-5855

**APPLICATION FOR SERVICE** - You warrant and represent that all information provided to TW for purposes of applying for service is complete, accurate and true. If TW subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TW may declare you to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. Applications are subject to approval by TW.

**CREDIT APPROVAL / ESTABLISHMENT OF CREDIT, DEPOSITS** - TW requires all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, you shall be deemed to have authorized TW to obtain such routine credit information and verification as TW shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to the Company may be required to make a deposit to be held as a guarantee of payment of charges. TW shall have the right to require you to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one Customer shall not act as a waiver for any other customer. At TW's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of service or if any balance is outstanding on the Customer's account at the time of cancellation, TW reserves the right to apply the Customer's deposit against any unpaid balance. In the event TW requires the prospective customer to make a deposit and the Customer refuses to make a deposit or advance payment, TW may reserve the right to refuse to provide service to the Customer.

**USE OF SERVICE, FRAUD, TERMINATION OR DENIAL OF SERVICE BY THE COMPANY** - The Customer, not TW, shall be responsible for compliance with FCC Rules for all Customer premise equipment. The Customer understands that Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to: (1) Using the Service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard. (3) Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard. (4) Using the Services in a manner which interferes unreasonably with the use of Service by one or more other Customers. (5) Using the Service to convey information deemed to be

obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to contact another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful. The Company may immediately cancel the provision of services to the Customer, without incurring liability, for any of the following reasons: Non-payment of any sum due to the Company for any service on a timely basis; use of any service in a fraudulent or suspected fraudulent manner; failure to comply with any material provision of these Terms and Conditions; or the violation of any law or requirement of any governmental agency. If Customer fails to comply with this section, Customer acknowledges release of TW from all liabilities or obligations and agrees to pay TW for all costs or damages that TW incurs as a result.

**LIABILITY OF THE COMPANY, INDEMNITY** - The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any Customer or due to the failure of the provided equipment, facilities or services. TW is not liable for, and shall be fully indemnified and held harmless by the Customer against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TW shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TW be liable for any act or omission for any other company furnishing any portion of Service to Customer, including, but not limited to, any equipment owned or leased by Customer, any equipment supplied to Customer by TW or any other supplier of equipment to Customer, or any network Service contracted by Customer or TW. Further, TW shall not be liable for and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these Terms and Conditions.

**NO WARRANTIES** - TW makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, to Customer in connection with use of the Service. In no event shall TW be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Customer acknowledges that Service interruptions will occur from time to time and agrees to hold TW harmless for all such interruptions.

**CHANGES TO RATES, TERMS AND CONDITIONS** - TW may change Rates, Network Addresses, e-mail usernames or domains, promotion periods, and/or Terms and Conditions from time to time. TW will generally notify Customers of rate increases via bill message, bill insert or other reasonable commercial method prior to the effective date for the increases. TW may decrease rates and charges without providing advance notice. Continued use of the services after receiving notification of change(s) constitutes the Customer's agreement to TW's rates and terms and conditions that are in effect at the time the Customer uses the services.

Terms and Conditions are subject to change with or without notice. TW will post the most current version on its website. The Customer hereby assumes responsibility for reading, understanding, and abiding by all provisions set forth herein as it stands and as it may be amended from time to time. The Customer further acknowledges that it is their responsibility and they agree to periodically access the most current version of the Terms & Conditions.

**AVAILABILITY** - Services, Products, Plans and Promotional Offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Customer acknowledges that all Plans, Products, and Promotional Offerings may be offered for a limited time.

**LONG DISTANCE TELECOMMUNICATIONS SERVICE** - Where available, TW also provides long distance telecommunications services. Terms and Conditions for use of TW's long distance service can be accessed via the Internet at: <http://www.twncorp.com>.

**TERM AND BUNDLED PLANS** - Some TW service plans require a minimum term of service. Minimum term requirement varies by plan. The term begins on the date the Customer signs up for the plan. In addition to providing Internet access services, where available, TW offers residential customers the opportunity to enroll in long distance plus Internet bundled plans when customers agree to remain active on the plan(s) for at least one year from enrollment. Bundled plans may or may not offer discounted rates for one or more of the services bundled. Early termination fees, disconnection requests, and restrictions/conditions apply. See subsequent sections for details. Upon completion of the plan(s) term, the plan(s) will automatically convert to a month-to-month term where early termination fees will not apply.

**SERVICE** - Service is provided and billed on a regular basis until cancelled by the Customer through notice given to TW or until cancelled by TW for non-payment or other breach of terms & conditions. The Customer is responsible for payment of all charges for service(s) furnished by the Company. Non-use of the service does not relieve the customer of liability.

**INVOICING** - TW will issue invoices for Service charges on a regular basis, which are due and payable 30 days from the invoice date. Fees are billed in advance. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The Company will bill the Customer directly for services rendered. Fees are due on or before the due date printed on the bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in these Terms and Conditions. TW reserves the right to correct any billing errors or omissions. Where available, Customers may choose *Paperless E-Bill*, an option whereby a link to the Customer's invoice will be sent via electronic mail instead of via the U.S. Postal Service. In order to sign up for the *Paperless E-Bill* service, the Customer understands and accepts that they will not receive a paper invoice. The Customer also agrees to ensure that the Customer has the proper hardware, software and Internet services in order to receive the *Paperless E-Bill* Service if the Customer chooses to sign up for this billing option. Failure to access invoices via the *Paperless E-Bill* option does not relieve the Customer of any obligation relating to these terms and conditions of service.

**TAXES AND OTHER CHARGES** - In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that TW bills the Customer related to Services. Taxes and other charges will be in the amounts that federal, state and local authorities require or allow TW to bill Customer. TW will not provide advance notice of changes to taxes and other charges, except as required by applicable law. The Company may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs.

**PAYMENTS, PAYMENT OPTIONS, REFUNDS, AND ADMINISTRATIVE FEES** - You are responsible for paying all fees and charges (plus any applicable taxes or regulatory fees) associated with use of the Service. TW reserves the right to change the amount of, or basis for determining, any fee or charge.

You may remit payment (US Funds only) in the form of check, money order, or via credit card/ACH/Auto payment plans where TW is authorized by you to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans Customer must provide written notice to TW and allow 30 days for TW to process the request.

**Refunds**-Customers with credit balances due have the option of obtaining a refund check by calling TW Internet Services Customer Service toll-free at

1-866-711-6290. **Credits**-Customer is hereby notified that credits posted by TW to Customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

The charges currently in effect for use of the System are based on a fixed monthly access fee for unlimited Internet access per month. Other charges may apply. Prices may be changed without notice.

Each negotiable instrument (Check, Credit Card, ACH) submitted as payment that is returned to TW as non-negotiable for any reason shall be assessed a Returned Item fee of \$30 and the original amount due will be considered unpaid until received by TW. All applicable federal, state, and local sales and excise taxes, if any, applicable to your use of the Service will be added to the basic fees described herein above. TW reserves the right to require payment by money order, cashier's check or similarly secure form of payment, at TW's discretion.

You understand and agree that the fees and charges described in this section are solely for the use of the Service as described above. Various products and services other than those described in this Agreement are offered by vendors and providers other than TW on or over the Internet, for which separate fees or charges are levied by those vendors. You are solely responsible for payment of all fees charged for products and services incurred by your use or purchase thereof.

**MISCELLANEOUS ADMINISTRATIVE FEES** - You also agree to pay any miscellaneous administrative fees your account may incur including, but not limited to: Invoice reprint charges, late payment fees and Abandoned Credit Transfer Fees

(1) *Invoice reprints* are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a Customer. From the 3<sup>rd</sup> period prior to the current invoice period there is a \$5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, \$1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TW's *Paperless E-Bill* program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice. (2) *Late payment fees* are assessed to Customers that fail to pay within their grace period. (3) Customers may be subject to *Abandoned Credit Transfer Fees* of up to \$15. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more.

**BILLING DISPUTES** - Customers may notify TW of billing or other disputes in writing as follows: TransWorld Network, Corp. ATTN: Customer Service, PO Box 15855, Tampa, FL 33684-5855. Customers may also contact TW at the following toll-free number, 1-866-711-6290. The Customer must pay the undisputed amount set forth in the invoice and submit written explanation by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and binding upon the Customer. Customer complaints and billing disputes will be promptly and thoroughly investigated by TW. TW will promptly advise the Customer as to outcome. Once the Customer has received the results of TW's investigation, the Customer shall submit payment by the due date of the invoice, or if the due date has passed, within five working days for any disputed amounts determined to be owed to the Company. Failure to then make full payment or payment arrangements satisfactory to TW shall be grounds for termination of service.

**LATE PAYMENT, NONPAYMENT, DISCONNECTIONS, AND RECONNECTIONS** - Accounts not paid by the due date stated on the invoice will be considered delinquent. When payment is received by TW after the due date, Customer acknowledges responsibility for late fees on the outstanding balance in the amount of 1.5% per month. Customer further acknowledges that in the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TW may have, TW has the right to temporarily or permanently disconnect accounts after reasonable notification (if required) to Customer. Customer is hereby notified that accounts disconnected for non-payment (regardless of plan) will be charged \$30 to reconnect, must reapply for service, are subject to approval, re-establishment of credit, and may require a deposit and installation fee prior to reconnection of service. Customers who have not met their minimum term of service are hereby notified that they are subject to early termination fees if disconnected for non-payment and further acknowledge that if they reconnect their service after 30 days have elapsed from their disconnection date, the year term begins on the date of installation/reactivation. If your equipment was removed as part of your termination, you will also be subject to an installation fee. Details regarding early termination fees are found in the appropriate section below. Termination of service for non-payment does not relieve the customer from their payment obligation.

**Termination of Access to the Service:** TW shall terminate your access to all or any part of the Service, without notice, for conduct that TW believes is a violation of this Agreement, any policies or guidelines posted by TW on the Service, or for other conduct that TW believes harmful to others (hereafter referred to as termination for "cause"). Further, we reserve the right to terminate without cause. Upon termination of the Service without cause, TW may refund any unused portion of prepaid fees after satisfying any outstanding balances owed TW. Termination for cause shall not entitle the terminated party to any refund or reimbursement whatsoever.

TW is not responsible for notifying anyone other than you of a termination of your access to the Service. Upon termination of access, any banking, brokerage, or other third-party relationships will no longer be accessible through the Service. TW will not have any responsibility for consequences of such lack of access.

**COLLECTIONS** - Accounts in default for more than 30 days are subject to submission to a collection agency. Customer acknowledges that any collections actions or litigation will be commenced in Florida, and consents to jurisdiction in Florida. Customer also acknowledges liability for any attorney's fees, court costs and/or any other collection costs incurred in having to collect on Customer's account. Customers are also hereby notified that TW reports collections actions to the appropriate credit bureau(s).

**DISCONNECTION OF SERVICE BY CUSTOMER** - Disconnection fees and policies vary. Customers with a minimum term who have met their minimum term requirement may contact TW's customer service center to disconnect service, or may request disconnection in writing. Plans that have met their minimum term will not incur early termination fees. The Customer agrees to provide TW with 30 days notice of disconnection, whether requested by phone or in writing.

Customers who have not met their plans' minimum term (if applicable) may contact TW's customer service center to disconnect service, or may request disconnection in writing. The Customer agrees to provide TW with 30 days notice of disconnection, whether requested by phone or in writing. Customer will incur early termination fees. Bundled term plans (Long Distance plus Internet) are subject to both a \$30 early termination fee per plan for the long distance termination **and** an amount equal to three (3) months of internet access charges per plan.

**MINIMUM SYSTEM REQUIREMENTS** - Your computer equipment will have a direct and substantial impact upon the results obtained by use of the Service. The following is the minimum system requirement to run a web browser and access the Internet. IBM Compatibles: Processor speed minimum of 75MHz, 20MB available hard drive space, 32MB RAM, Windows 95, Windows 98, Windows 2000 or Windows NT, Win ME, Win 2000, or Win XP. The system must also have a modem capable of 28.8 Kbps transfer speed. Macintosh or Linux systems are also compatible if they meet the aforementioned requirements.

**CONNECTION TO THE INTERNET, TIME LIMITS, AND LONG DISTANCE CHARGES** - The Service is not an "always on" technology. In addition to a user id and password, a telephone line is required to initiate access to the internet. Therefore, anyone who knows your user id and password can use your computer to access the Internet. It is your responsibility to secure your computer and to prevent unauthorized Internet access. Users are

personally responsible for all use of the Service from their computer, even if someone else uses their service. Illegal, fraudulent or abusive use of the Service will result in immediate termination of your right to use the Service, and may be referred to law enforcement authorities. You will remain responsible for any unauthorized use of the Service occurring from your system.

The monthly service fee entitles you to limited or unlimited access to TW's Internet Gateway and use of the service. Whether you have unlimited access or not depends on the plan for which you signed up.

**Unlimited Access Plans:** Customer acknowledges that unlimited access is not the same as dedicated access. The Customer is not permitted to continually connect to the Internet. The Company reserves the right to disconnect users who are idle or have been connected for an exorbitant amount of time (approximately in excess of 150 hours per month). Currently, users can expect to be disconnected after approximately 20 minutes of inactivity or after approximately 6 hours of continual use. These parameters may be changed at any time at the Company's discretion. Under no circumstances is the Customer authorized to resell connection time.

**Limited Access Plans:** Limited access plans provide the Customer with access for a specific number of hours per billing month as detailed in their plan description. Customer will be assessed overage charges for exceeding their plan's hours during the billing month. Customer acknowledges liability for overage charges and understands that unused time does not carry forward to the next billing month.

The Company **shall not** be responsible for any long distance charges incurred while using its Internet Service. Each Customer is responsible for using a dial-up number that is designated as a local call. If a local number is not available, or if the Customer chooses an incorrect number that is not designated as a local call, the Company shall in no event be liable for any long distance charges billed to the Customer.

**E-MAIL, WEB-HOSTING, DATA AND OTHER FEATURES - E-Mail:** With your service, you will receive one unique e-mail username and password. You may add up to 4 more at no additional charge. Your e-mail username is your address on the Internet, and you and TW may disclose it to others. Your password is the key that allows access to your e-mail. Anyone knowing both your e-mail username and password can gain access to your e-mail. Passwords must be kept secret. You are solely responsible for maintaining the confidentiality of your password, and for all consequences of a failure to do so. If you lose your password, TW can assist you. Unauthorized use of another Customer's e-mail username and password, are grounds for termination of your right to use the service. You must immediately inform TW if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your e-mail username and/or password. You may not sell, assign, transfer or give away your e-mail username.

TW will comply in all respects with the Electronic Communications Privacy Act of 1986, as amended, relating to private electronic messages on the Service. TW will not view the contents of private electronic messages, or show their contents to anyone other than the writer or intended recipient(s), without the approval of either the writer or intended recipient(s), except as permitted or required by law. It is your responsibility to delete messages that are no longer needed. Keeping an excess of messages could result in operational problems on your computer system. You are entitled to mailbox space of 50MB per email account. It is important to archive your email properly as meeting or exceeding the maximum space may cause email to your address to be returned to the sender. You are hereby notified that TW reserves the right to delete private electronic messages thirty (30) days after the date it is received. Sending anonymous e-mails will not be tolerated and will result in immediate termination of access to the Service.

TW assumes no responsibility for preserving, maintaining or making backups of your information or files. We reserve the right to delete any/all information and/or files of customers no longer on our service.

**Web-Hosting:** Personal web space is available with the basic Internet access service. Web hosting packages are also available for additional fees.

**Multiple Computer Access:** Installation and applicable monthly charges apply to each connection to the service for each customer. Multiple simultaneous logins are not allowed.

**Domain Name Registration:** Domain name registration is available for additional fees. Registration of a domain name confers no legal right (including any trademark right) to that name, as set forth in InterNIC or similar regulations. Any domain name associated with a closed account for which no alternative name service has been arranged will lapse.

**IP address:** You will be assigned a Dynamic "Private" IP address, necessary to access the Service. Static "Public" IP's are also available for customers needing to set-up VPN's for an additional charge per month. All assigned IP address(es) is/are considered to be loaned and not given and will revert to TW upon cancellation or termination of your service.

**USE OF THE INTERNET -** TW has no control over opinions, advice or statements given or made by anyone other than authorized TW spokespersons in any manner on or through the Service.

Opinions, advice and all other information expressed by users or service providers on the Internet represent their own views and not necessarily those of TW. TW does not endorse, support or vouch for the accuracy of any such information. The Internet lets you share information and communicate with other individuals accessing the Internet all around the world. By accepting this Agreement, you agree not to use the Service to send, or submit for public posting, or intentionally receive any abusive, obscene, profane, sexually explicit, threatening or illegal material, or material containing blatant expressions of bigotry, racism or hate. If it comes to the attention of TW that you are using the Service in a manner of this type, your access will be immediately terminated. You agree not to use your access to the Internet through the Service to engage in unsolicited advertising to other individuals accessing the Internet to buy or sell any products or services. This does not apply where a forum exists on the Internet for the purpose of trading/selling equipment or services. You are responsible for material sent through or displayed on the Internet under your e-mail username, even if a claim should arise after termination of the service.

TW exercises no control over the content or the information passing through its service and you are advised that sometimes information you may receive may be considered offensive or obscene. By accessing this service you acknowledge that you have read this warning and will not hold TW responsible for information or content viewed by you on the Internet that you may consider obscene or offensive. Use of any information obtained via the Services is at your own risk. TW specifically denies any responsibility for the accuracy or quality of information obtained through its service.

You agree that you will not use or attempt to use the Service or the Internet in any way or for any of the following purposes: 1. to seek to gain unauthorized access to the resources of the Internet; 2. to disrupt the intended use of the Internet; 3. to waste resources (people, network capacity, and/or computer systems capacity) through such actions; 4. to destroy the integrity of computer-based information; 5. to compromise the privacy of users; and/or 6. to seek to commit an illegal act through the use of the system.

It is your responsibility to comply with all international laws and all U.S. laws with respect to your use of the Internet, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. You are reminded that conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on the Internet, and you are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the Service.

TW is not responsible in any way for any computer programs or devices used or intended for use in connection with the Service, even if such programs are made available on the Service. Most of the programs used on the Service are third-party programs beyond the control of TW.

You hereby agree to indemnify and hold TW harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TW is made subject as a result of any illegal, unethical or other improper use by you, of the Service, and/or a breach by you of this Agreement.

**Public Posting Areas** - Public posting areas, such as the Usenet, exist on the Internet where users may submit material for viewing by other persons accessing the Internet, and view submissions by others. Submissions include the name, login and other information that would be displayed with the submitted material. You agree to use public postings areas only in accordance with this Agreement and any specific policies and guidelines for the area that are displayed on the Internet. Anonymous postings to public areas will not be tolerated and will result in immediate termination of your right to use the Service. You may not submit copyrighted material to public posting areas without the specific authority of the copyright owner; doing so is a breach of this Agreement and may subject you to legal liability. By submitting material to a public posting area, you agree to indemnify TW and hold it harmless from claims arising from the submission. Remember: You are responsible for all submissions under your username. TW is not responsible, and shall have no liability for material displayed in a public posting area. By submitting material to a public posting area, you are irrevocably granting everyone accessing that area permission to reproduce and/or redistribute all or parts of your submission in any form for non-commercial purposes. In addition, anyone is free to use information contained in a submission for any purpose, at his or her own risk.

**SECURITY AND VIRUSES** - You assume sole responsibility for the protection of your account and data and acknowledge that the Internet is NOT a secure system. As with any Internet connection, the customer is subject to any and all forms of Internet attack. TW does not provide any inherent network security and each customer is responsible for protecting their individual systems. Software firewall protection is widely available at most retail computer stores. There are frequent software or firmware updates of virus protection and/or firewall systems and it is important that customers be aware of them and perform updates as needed.

The Internet may contain viruses that may pose a significant threat to parts or all of the data contained within your computer. TW has no control over these viruses. You assume responsibility for administering your own virus protection procedures. You further agree to hold TW harmless from any damage caused by viruses obtained through your use of the Service. You further agree not to promote or introduce any virus onto the Internet system or TW. Doing so may result in termination of service.

The technology presently available for use on the Internet is not sufficient to guarantee confidentiality or security with respect to transmissions over the Service, or the Internet generally, or transactions (such as purchases by credit card, etc.). Data can be viewed by third parties without your consent. Consequently, you should not place or allow to be placed, information of a private or confidential nature on TW Internet servers. Accordingly, you assume sole and complete risk and responsibility for the consequences of such actions and for the security of your account, and TW assumes no such responsibility.

#### **TW Acceptable Use Policy**

This Internet Service Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of the Service must comply with this Policy. By using the Service, you confirm your acceptance of, and agree to be bound by, this Policy.

TW supports the free flow of information and ideas over the Internet and does not actively monitor use of Internet services under normal circumstances. However, TW does reserve the right to monitor any customer's online activity if it suspects that user is violating terms or conditions of this agreement or if TW suspects the user is engaged in some other unlawful or destructive activity.

TW does not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup or any other material created or accessed through the Service. TW does not endorse or stand behind the accuracy, truthfulness, or reliability of any information (including statements of opinion or advice) provided on or by means of the Service. TW does not accept responsibility for the content of the materials or information published by others nor the violation of any laws resulting from such publication. TW may, at its sole discretion, remove any materials that may be illegal or may subject TW to liability or which may violate this Policy.

TW may take any of the following actions in response to a violation of the Acceptable Use Policy: a written or verbal warning, suspension of offending user's account, termination of offending user's account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.

#### **Violations of Acceptable Use Policy**

You are responsible for your communications via, and your use of, the Service. The following constitute Violations of the Internet Service Acceptable Use Policy:

- 1. Illegal Use:** Use of the Service to publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via the Service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
- 2. Harassment/Harm:** Use the Service to threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Any attempt to use the Service to cause harm to individuals or anyone's network in any way is a violation of the acceptable use policy.
- 3. Child Exploitation:** You may not use the Service to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.
- 4. Unauthorized Access:** Intercept or attempt to intercept E-mail, attempt to access the accounts of others, or attempt to penetrate TW's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
- 5. Forgery:** Internet email sent, or caused to be sent, to or through the Service's network that makes use of or contains invalid or forged headers, invalid or non-existent headers or domain names or other means of deceptive addressing is prohibited. Similarly, email that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the email is unauthorized.
- 6. Copyright or Trademark Infringement:** Upload, email or otherwise post files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
- 7. Fraudulent Activity:** Use of the Service services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters" is expressly prohibited.
- 8. Security and Resource Infringements:** Use of the Service in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission. Including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not allow others, with or without authorization, to use their network for illegal or inappropriate actions. A customer may not allow their network to be configured in such a way that gives allows another party the capability to use their network in any illegal or inappropriate manner.
- 9. Unsolicited / Bulk Email:** Send E-mail to users for any purpose other than personal communication, including but not limited to, transmit unsolicited commercial or bulk email, advertise or offer to sell goods or services to other users. The use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or

more recipients where such e-mail has not been specifically requested by the recipient. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the Company. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:

- First offense: \$100.00
- Second offense: \$500.00
- Third offense: \$500.00 and automatic termination of your account.

10. **Illegal or Pirated software:** Distribution, storage, or acquisition of illegal or pirated software with/from/through your Service account.

#### **Reporting of Violations of Acceptable Use Policy**

TW requests that anyone who believes that there is a violation of this Acceptable Use Policy direct the appropriate information to [customersvc@twncorp.com](mailto:customersvc@twncorp.com). In order to pursue a violation report, the following information is necessary:

- The IP Address used to commit the alleged violation
- The date and time of the alleged violation in Eastern Time
- Evidence of the alleged violation

Please note: if reporting a case of E-mail abuse, the E-mail with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the information above.

TW may take any of the following actions in response to a violation report: a written or verbal warning, suspension of offending user's account, termination of offending user's account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.

**LAW ENFORCEMENT INVESTIGATIONS** - TW will fully cooperate with all members of law enforcement agencies conducting investigation of illegal activities involving current and/or former customers' use of TW Internet access services. This cooperation may also involve network transactions with third parties.

**DAMAGES** - TW reserves the right to claim monetary damages from Customers that cause significant economic harm to TW through a violation of this agreement or by any other means.

\*Should any part of this agreement be deemed unenforceable, the unenforceable part is to be interpreted in accordance with applicable law as nearly as possible to the original intention, and remaining provisions shall remain in full force and effect. Failure to enforce any portion of this agreement is not to be taken as a waiver of any provision or right.