

DTCCOM.NET INTERNET/DSL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all users of DTCcom.net (DTC) Internet/DSL Services (the "Services"). For the purposes of the Terms and Conditions, you will be referred to as the "Customer".

BILLING: Customer agrees to pay all charges to the Customer's account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Customer's monthly statement. Monthly fees are non-refundable. The initial payment may include non-recurring installation charges including, but not limited to equipment, suspension of services at the sole discretion of DTC. If the customer discontinues Service or is disconnected, the Customer agrees to pay a reconnect charge before reconnection.

INTENDED USE OF THE SERVICE: Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to DTC's Policies and Agreements (PA). Transmission of any material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.

INTERNET PROTOCOL (IP) ADDRESS: IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands the IP assignments are not guaranteed, and may be modified as required by DTC and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection of those or any customer on the system.

RESTRICTIONS: Customer agrees to limit their use of the services to a single residence or business.

INSIDE WIRING AND COMPUTER HARDWARE/SOFTWARE INSTALLATION: Customer acknowledges that the inability of Customer or third party's facilities to access the Services or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery at an additional hourly or other charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative. Customer

acknowledges that DTC may need to install hardware and/or software on the customer computer. The customer agrees that DTC is not liable for any computer problems.

DISCLAIMER OF LIABILITY: THE SERVICES PROVIDED BY DTC ARE PROVIDED "AS IS."

DTC MAKES NOT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT DTC EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OR THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OF ADVICE GIVEN BY DTC, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. DTC MAKES NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY DTC WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ADKNOWLEDGES THAT DTC IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF DTC. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD DTC RESPONSIBLE FOR ANY FORM OF DAMANGES OR LOSSES INCLUDING, WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER, DTC, OR A THIRD PARTY. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF DTC. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. DTC RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HEREIN OR A SUBSEQUENT MODIFICATION TO THESE TERMS AND CONDITIONS AS DETERMINED BY DTC.

ENTIRE AGREEMENT: These Terms and Conditions contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by DTC. A printed

version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial and administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

ASSIGNMENT AND SUCCESSORS IN INTEREST: All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specially stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of Customer or DTC may be assigned. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, DTC may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

VENUE/CHOICE OF LAW: These Terms and Conditions shall be construed in accordance with the laws of the Tennessee and the United States of America. Any claims or causes of actions related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.

SEVERABILITY: In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgement that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.

INDEMNIFICATION: Customer shall indemnify and hold DTC harmless against all claims, losses, damages and liabilities sustained by DTC resulting from, arising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreement made by or other obligation of Customer contained in these Terms and Conditions.

SECURITY: Customer shall be responsible for security protection of their service by means of a firewall.