

TERMS AND CONDITIONS

By subscribing to Internet Service, Customer agrees to the following terms and conditions:

1. Installation of Equipment.

Customer represents that there are no legal, contractual or similar restrictions on the installation location(s) of Internet Service ("Service"). Customer is solely responsible for any fines or similar charges if installation of Service violates any applicable legal requirements, provided that SWCT has abided by all applicable laws and regulations governing its ability to provide the installation services. Customer acknowledges that SWC Telesolutions ("SWCT") may be required to access Customer premises or equipment and to install and maintain equipment necessary for Customer to receive Service. SWCT shall not have any liability whatsoever for any losses resulting from installation or repair of Service, including without limitation, damage to Customer premises, and loss of software, data or other information from Customer's computer. It is highly recommended that Customer back up computer data prior to permitting access to the SWCT. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

2. Fees and Payment.

- 2.1 Commencement and Duration of Monthly Fees.** Customer acknowledges that a monthly fee will apply for each and every month (or portion of a month), beginning with the date Service is installed. Customer may cancel Service at any time, on the date requested by the Customer. Termination does not release the Customer from the obligation to pay for service provided prior to the date of termination.
- 2.2 Billing and Charges.** Upon notice, SWCT may at any time modify these pricing and billing terms and conditions. Customer agrees to pay all applicable rates, taxes and surcharges related to the use of the Service.
- 2.3 Payment.** Invoices will be mailed to Customer on or about the tenth day of each month for service for the ensuing month in advance. Customer agrees to pay invoices on or before the first of the following month in which such invoice is received. Billing commences on the day Service is installed and will be prorated for the first month based upon the date which Service commences, without regard to commencement of use. In the case of late payment or non-payment of the Service, Customer understands and agrees that SWCT may report such late payment or non-payment to the appropriate credit reporting agencies.
- 2.4 Late Payment.** Past due fees shall accrue interest at the rate of 18% per annum. In the event SWCT uses an attorney or collection agency to collect past due fees or in connection with any issue arising under this Agreement, SWCT shall be entitled to recover from Customer attorney fees and all collections costs incurred by SWCT.
- 2.5 Reactivation.** If Service is suspended or terminated for any reason, including at Customer's request or because of failure to pay past due amounts, and Customer wants to reactivate Service, Customer agrees to pay any outstanding balance, fees and other applicable charges.

3. Modification, Rights of Cancellation or Suspension.

Upon notice, SWCT may at any time modify these terms and conditions. Either party may terminate this Agreement if the other party (and for the Customer, including user of Customer's Service) breaches this Agreement. SWCT reserves the right to terminate Service at any time or to suspend (with notice) or terminate access to or use of the Service, in whole or in part.

4. Permitted Use and Restrictions on Use.

- 4.1 Compliance with Laws.** Both parties agree to comply with all applicable laws, rules, and regulations in connection with the Service, Customer's use of the Service and these terms and conditions.
- 4.2 Security.** Customer agrees to take reasonable measures to protect the security of Customer's computer, including maintaining an up-to-date version of anti-virus and/or firewall software to protect the computer from malicious code, programs or other internal components. Customer expressly agrees that if the computer becomes infected, SWCT may immediately suspend Service until such time as Customer's computer is sufficiently protected to prevent further prohibited activities. If certain harmful conditions, such as transmission of a computer virus from a Customer's location, may disrupt or harm the integrity of our network, SWCT will notify the Customer about the problem and will require the Customer to correct the problem prior to reconnecting to the network. This procedure protects both SWCT and its customers from further propagation of harmful conditions such as destructive computer viruses. In all cases, Customer is solely responsible for the security of any device connected to the Service, including any data stored or shared on that device.
- 4.3 Responsibility of Subscriber.** Customer is responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to Customer's Service. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of the Service login and password. Customer is considered the registered recipient of the Service, and will be liable for any charges or fees incurred by the use of Service by anyone else. Customer may not assign or transfer Service without SWCT's written consent. If Service equipment is stolen or otherwise removed from Customer's premises without Customer's authorization, Customer must notify SWCT immediately. Service may not be used for automated, unsupervised use of the internet or simultaneous connections by multiple people without prior approval from SWCT. Customer will be responsible for all access to and use of the Service by Customer's clients, employees or others who access the Service through the Customer or Customer's equipment, whether or not the Customer had knowledge of or authorized the access or use.
- 4.4 Misuse, Illegal Use, and/or Over-Use.** If Customer misuses or illegally uses the Service, SWCT reserves the right to disable the Service without Customer notification. If Customer over-uses the Service by an extraordinary amount and falls within the top 5% of SWCT's internet subscribers, combining both uploads and downloads for the total limit: a) on a first offense, a warning email and/or phone call will be issued with information on how to track bandwidth usage; b) on the second offense within six months, the Customer's Service will be terminated. This proactive network management is designed to ensure that the remaining 95% of Customers are not negatively affected by the inordinate consumption of a few users.

5. Warranties and Limitations of Liability.

- 5.1 Disclaimer of Warranties.** CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. SWCT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SWCT WARRANT THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SWCT HAS NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY ATTEMPT TO REMOVE ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE.
- 5.2 Indemnity.** Customer agrees to indemnify, defend and hold SWCT harmless against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorney's fees only to the extent such claims, liability, damages, costs, and expenses are proximately caused by Customer's use of the Service. This includes, without limitation, responsibility for all consequences of the use of the Service in violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by SWCT in enforcing this Agreement.