

## Internet Access Agreement of Home TeleNetworks, Inc.

I understand and agree that, subject to the terms and conditions of this Agreement, and the policies referenced herein, Home TeleNetworks, Inc. ("HomeTel") shall provide me (the Subscriber) with certain Internet access (the Network). By accessing the Internet through the HomeTel Network, I understand that I, and/or any person using my login identification (Authorized User) explicitly and implicitly accept the terms and conditions contained in this HomeTel Internet Access Agreement (Agreement) and I agree to be bound thereby. **I UNDERSTAND THAT HOMETEL RESERVES THE RIGHT TO TERMINATE THIS ACCOUNT AT ANY TIME, FOR ANY REASON.**

### Term and Termination:

The Subscriber agrees that this Agreement becomes effective upon registration of my login identification name and shall remain in effect for the period indicated in the rate plan selected or until terminated as provided in this Agreement. The Subscriber further acknowledges that this Agreement shall continue in effect for consecutive additional terms until either the Subscriber or HomeTel gives the other party online notice or other notice of termination at least thirty (30) calendar days prior to the expiration of the then-current term. The Subscriber understands that HomeTel reserves the right to terminate the Subscriber's account at any time, for any reason, including, but not limited to, the Subscriber's failure to abide by the terms of this agreement or Subscriber's failure to pay any fees or charges when due. The Subscriber agrees that initiating two or more service cancellations and reactivations within a 12-month period may result in a \$75.00 Administrative fee. If the Subscriber's account is deactivated for non-payment, there will be a \$20.00 reconnect fee charged to the Subscriber's Account to reactive the Subscriber's account. The Subscriber understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for HomeTel, and would likely be a cause for termination of the Subscriber's account. The Subscriber agrees to abide at all times by HomeTel's then-current Usage Policies.

### Provision of Service/Access:

The Subscriber understands and agrees that they are fully responsible for the use of the Network by themselves or by anyone whom they permit to use the account, and that HomeTel reserves the right to terminate the Subscriber's account at any time, for any reason. The Subscriber understands that services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement, or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Scheduled outages will be publicized online.

### Subscriber Obligations:

- a) The Subscriber understands that they are responsible for determining whether a HomeTel phone number is within the Subscriber's local calling area, and for any long distance charges the Subscriber may incur in connecting to HomeTel.
- b) The Subscriber understands that if they wish to cancel service with HomeTel, they may do so by calling HomeTel's billing office at (618) 644-2211 or by sending an email to [admin@hometel.com](mailto:admin@hometel.com). The Subscriber understands that since HomeTel's Internet service is unmetered the account will not be prorated. The Subscriber also understands that if they choose to disconnect service before the full month of service is up, they will be responsible for the full month of service.
- c) The Subscriber understands that HomeTel reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.
- d) The Subscriber understands that HomeTel reserves the right to delete Subscriber's personal files which have not been accessed for more than one (1) month.
- e) The Subscriber understands that they cannot use or permit other users to use the Network in ways: i) that are unlawful; or ii) infringe the rights of others; or iii) interfere with users of HomeTel's Network or other networks; or iv) infringe upon the copyrights, trademarks or other intellectual property rights of others; or v) otherwise violate the policies referenced in this Agreement.

### Security:

The Subscriber understands that the information available through HomeTel's Network or other interconnecting networks may not be accurate, including the content displayed on the Subscriber's desktop. The Subscriber also understands that some of the information available through HomeTel's Network or other interconnecting networks may be intended for adult audiences. The Subscriber understands that internet communications are not secure, and may be subject to interception or loss. The Subscriber understands that HomeTel makes no warranties of any kind, whether expressed, implied, or statutory concerning

either the security of data and/or information or its accuracy available through the HomeTel Network, or other interconnecting networks.

#### **Monitoring and Compliance:**

The Subscriber understands that HomeTel may, but is not required to, monitor Subscriber's compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. Subscriber acknowledges that HomeTel shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Network, including but not limited to content that violates the law, this Agreement or the HomeTel Acceptable Use and Network Management Policy (AUP).

#### **Intellectual Property:**

The Subscriber may not use the network to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, service marks or propriety rights of any party. HomeTel assumes no responsibility, and Subscriber assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by Subscriber for such purposes. The section shall in no way limit further restrictions placed on customer, including, but not limited to, state and federal law, and the "Intellectual Property" Section of the HomeTel AUP.

#### **Restrictions on Use, Resale of Service:**

The Subscriber's access to the Network is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell (for example, though Wi-Fi or other methods of wireless or wireline networking), or otherwise charge others to use the residential Network service. You agree not to use the Network for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access. If you subscribe to service through HomeTel's (Broadband/DSL) Network, you may connect multiple computers/devices within a single home to your modem and/or router to access the Network, but only through a single HomeTel-issued IP address. You also may not exceed the bandwidth usage limitations that HomeTel may establish from time to time for access to the Network, or use the Network to host any type of server. Violation of this section may result in bandwidth restrictions on Subscriber's access to the Network or suspension or termination of your service.

#### **Pricing/Payments/Credits:**

If the Subscriber has given their credit card number to HomeTel, the Subscriber understands that charges will be automatically billed to the Subscriber's credit card each month for the basic service fee and any additional usage fees. The Subscriber expressly authorizes this automatic billing by HomeTel. The Subscriber understands that HomeTel's monthly billing cycle runs from month to month with each period ending on the last day of each month. Payment is due by the end of the billing month. Subscribers may choose to be billed by paper, e-bill, or by credit card. The Subscriber's account will be charged each month on their bill date for that month's service unless the bill date falls on the weekend or on a holiday. In such instances, the charge will occur on the next business day. The Subscriber understands and agrees that HomeTel shall not be responsible for any charges or expenses that the Subscriber may incur resulting from overdrawing the Subscriber's bank account or exceeding the Subscriber's credit card limit as a result of an automatic charge generated by HomeTel pursuant to this authority. The Subscriber understands that there will be a \$5.00 charge for a check returned due to insufficient funds. The Subscriber understands there shall be no credits, reductions, or setoffs against the charges for service for downtime or interruption of Service.

#### **Payments may be mailed to:**

Home TeleNetworks, Inc.  
501 North Douglas Street  
PO Box 215  
St. Jacob, IL 62281

#### **Or in person at our office, located at:**

Home TeleNetworks, Inc.  
501 North Douglas Street  
St. Jacob, IL 62281

#### **WARRANTY DISCLAIMER:**

HOMETEL'S SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. HOMETEL DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SERVICES (WHETHER EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR TITLE ANY WARRANTY OF QUALITY, FUNCTIONALITY, OPERABILITY, USE OR PERFORMANCE OF THE SERVICES ANY WARRANTY OF THE ACCURACY,

COMPLETENESS OR VALIDITY OF THE DATA OR INFORMATION COMMUNICATED THROUGH THE SERVICES ANY WARRANTY OF THE CONTINUOUS AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

**LIMITATIONS OF LIABILITY:**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) SHALL HOMETEL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF PROFITS, GOODWILL OR INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF OR RELATING TO HOMETEL'S SERVICES (INCLUDING, WITHOUT LIMITATION, USE OR INABILITY TO USE THE SERVICES), EVEN IF HOMETEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL HOMETEL'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE SERVICE CHARGES PAID BY CUSTOMER TO HOMETEL FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH LIABILITY IS CLAIMED.

- The Subscriber understands that HomeTel is not responsible for any damages or injuries arising from Customer's use of HomeTel's services or inability to use HomeTel's services.
- The Subscriber understands that HomeTel is not responsible for undelivered e-mail. There is no guarantee of message receipt or delivery. Return receipts may be requested, but there is no guarantee that the recipient's e-mail system will honor such requests.
- The Subscriber understands that HomeTel is not obligated to store the contents of Subscriber's e-mail messages and is not obligated to produce copies of e-mail messages to Subscriber.
- The Subscriber understands that HomeTel is not responsible for Subscriber's personal files residing on HomeTel's system. Subscriber is responsible for independent backup of all such data. If Subscriber exceeds the published space limitation for personal files (Web space, e-mail, FTP, etc.), HomeTel will notify the Subscriber via e-mail to reduce the file storage space. If Subscriber fails to reduce the storage space within the specified time period, HomeTel reserves the right to delete files from the Subscriber's personal space without further notice.
- The Subscriber understands that some sites accessible via HomeTel allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. HomeTel is not responsible for Subscriber's inadvertent or deliberate access to such material and cannot prevent access of such materials.

**Choice of Law and Jurisdiction:**

The Subscriber understands and agrees the laws of the State of Illinois govern this Agreement and the Subscriber's HomeTel account. The Subscriber expressly agrees that exclusive jurisdiction for any claim or dispute with HomeTel or relating in any way to the Subscriber's account resides in the courts of Illinois. The Subscriber further agrees and expressly consents to the exercise of personal jurisdiction in the courts of Illinois in connection with any such dispute, including any claim involving HomeTel or its affiliates, subsidiaries, employees, contractors, officers, or directors.

**Indemnity:**

The Subscriber agrees to defend, indemnify and hold HomeTel and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from, any violation of this agreement by the Subscriber or those who access the Network through the Subscriber's account, or the use of the Network or the Internet whether or not the Subscriber has knowledge of or have authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement, or other tortious behavior. The Subscriber agrees to indemnify HomeTel along with any parties from whom HomeTel obtains network services, and to hold them harmless from any claims resulting from the use of the Network by the Subscriber or any Authorized Users that damage another party or that violate the law.

**Force Majeure:**

HomeTel will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services. Subscriber understands and agrees that temporary interruptions of service may occur as normal events in the provision of service to the Network and that HomeTel is not liable for such interruptions. Subscriber further understands and agrees that HomeTel has no control over third party networks he or she may access in the course of using the Network, and therefore, delays and disruptions of other network transmissions are beyond the control of HomeTel.

**Complete Agreement/Amendments:**

This Agreement, when read in conjunction with the then-current published HomeTel's Internet usage policies (incorporated herein by reference as if fully set out) represents the complete agreement between HomeTel and the Subscriber with respect to the subject matter of this Agreement, and supersedes any other written or oral agreement. The Subscriber understands and agrees that HomeTel may amend or modify this agreement and/or the HomeTel Internet usage policies, or impose new conditions at any time. Any use of HomeTel's Network subsequent to any changes or amendments shall be deemed to constitute acceptance by the Subscriber of the then-current service agreement (including any amendments, modifications or new conditions) as published and made available via a link on the HomeTel home page.

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