



Internet Terms and Conditions

THIS AGREEMENT IS FOR THE USE OF INTERNET ACCESS SERVICES OF MILLENNIUM TELCOM, LLC, d/b/a ONESOURCE COMMUNICATIONS. BY YOUR USE OF THE INTERNET ACCESS PRODUCT PROVIDED HEREUNDER, YOU ARE CONSENTING TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE NOTIFY US THAT YOU WISH TO TERMINATE THE SERVICE. TO TERMINATE, CONTACT ONESOURCE COMMUNICATIONS CUSTOMER SERVICE AT 817-745-3000 OR AT 877- 210-3007. This Agreement is between Millennium Telcom, LLC, d/b/a OneSourceCommunications (hereinafter referred to as OneSource) and the Participant ("you" or "your"). This Agreement sets forth the terms and conditions under which you agree to use OneSource's Digital Subscriber Line (DSL), Cable, Fiber, Wireless or Dialup Internet Access Service ("Service(s)").

Service

Commencing on the date on which Service is installed, you will have use of the Service pursuant to the terms and conditions set forth herein. In exchange, you will pay the charges for such Service and equipment, including installation charges and any applicable taxes and fees upon commencement of billing. Billing will begin when we have activated your Service on our network whether or not you actually use the Service. The terms and conditions for the Service and equipment may be periodically modified, with our without notice to you. Your continued use of the Service and equipment constitutes an affirmative agreement to be bound by such new terms and conditions. The Service shall continue until such time as you provide OneSource with notice that you wish to discontinue the Service or Service is terminated and/or canceled by OneSource, as set forth herein. Due to wiring limitations, OneSource may not be able to provide DSL Service if you subscribe to phone service from another provider. Any long distance, measured service or toll charges incurred by you to dial into the Service during your use of the Service shall be your sole responsibility.

Billing and Payment for Service

OneSource, like most other communications and cable TV companies, bills for services one month in advance. Your first bill has pro-rated charges from the day you were connected until the date printed on top of the bill. It also includes the next full month of service. After the first bill, we will continue to bill you in advance on a month-to-month basis. If there are any billings errors or other requests for credit, you must bring those to our attention within six months of the time you receive the bill for which you are seeking correction. Unless your service is under contract, OneSource reserves the right to change the charges for the service at any time. You understand that applicable taxes and fees may change at any time. Subject to applicable law, if you fail to pay your bill, including any applicable taxes and fees, within 10 days after it's due date, we have the right to terminate your service.

If your service is disconnected because you do not pay your bill by the required date, we may require you to pay all past-due charges, a reconnection fee, and a minimum of two months' charges as a deposit before we reconnect your service. If we are required to use a collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

Credit and Deposit Requirements

OneSource will use information provided by you at the time that service is requested to access your credit history. Based on your credit history, we may request a deposit from you as a requirement for the service. We may also request a deposit if you fail to pay your bill by the date due. The amount of the deposit is calculated based on your credit information and the estimated monthly billing for your services not to exceed an average of two months. The deposit and accrued interest will be credited to the account if service is disconnected or when you have established a 12-month payment history with no record of having service suspended for non-payment and have no more than two occasions where the payment was received after the due date. The deposit will not be refunded if your account is past due. During the period that we hold your deposit, interest will be applied at a rate set annually by the Public Utility Commission if the deposit is held for more than 30 days. This rate is effective January 1 of each year.

Provision of Service

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service. You further understand and agree that OneSource has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of OneSource.

Equipment

Except for the wiring inside your residence or business, which we consider to be your property regardless of who installed it, the Equipment installed by OneSource belongs to OneSource, unless you have purchased it. OneSource may, at OneSource's option, supply new or reconditioned Equipment to you. OneSource's Equipment may only be used in the establishment where OneSource initially installed the service or at the establishment that is currently reflected on OneSource billing records. If you cease to be a OneSource customer, you are responsible for returning any Equipment to the OneSource office located at 4800 Keller Hicks Road, Fort Worth, TX, with the exception of a wireless antenna. If you have a wireless antenna installed you are responsible for arranging to have a OneSource technician remove it.

If you move, do not leave the Equipment at your vacant home or with anyone else. The Equipment must be returned to OneSource in working order,

normal wear and tear excepted, or else charges equal to the retail price for a new replacement for each piece of Equipment not returned will be added to your final account statement. You are responsible for preventing the loss of, or damage to, the Equipment. We suggest that the Equipment in your possession be covered by your homeowners, renters or other insurance. You will be directly responsible for repair, replacement and other costs, damages, fees and charges if we do not receive the Equipment in an undamaged condition.

Limitation of Liability

OneSource will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to you. Under no circumstances shall OneSource be liable to you or any other person for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement Services. Any Software provided hereunder is provided on an as-is basis. OneSource makes no express or implied warranties (including those of merchantability or fitness for a particular purpose) with respect to the Software provided. OneSource's liability for damages, including but not limited to damages in regards to interruptions of Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rated charges to you for the period during which the Service is affected. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ONESOURCE HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. ONESOURCE MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES ONESOURCE MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. FURTHERMORE, ONESOURCE PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. ONESOURCE MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. THIS LIMITATION OF LIABILITY INCLUDES THE USE OF WIRELESS ROUTERS.

INDEMNITY

YOU AGREE TO INDEMNIFY AND HOLD ONE-SOURCE HARMLESS FROM ALL CLAIMS, LOSSES, LIENS, EXPENSES, SUITS AND ATTORNEYS' FEES

Internet Terms and Conditions



(“LIABILITIES”) FOR INJURIES TO OR DEATH OF ANY PERSON AND FOR DAMAGES TO OR LOSS OF ANY PROPERTY WHICH MAY IN ANY WAY ARISE OUT OF OR RESULT FROM OR IN CONNECTION WITH YOUR USE OF THE SERVICE, EXCEPT TO THE EXTENT THAT SUCH LIABILITIES ARISE FROM NEGLIGENCE OR THE INTENTIONAL MISCONDUCT OF ONESOURCE. YOU AGREE TO INDEMNIFY ONESOURCE, ITS PARENT, AFFILIATES AND SUBSIDIARIES, IN THE EVENT THAT YOUR USE OF THE SERVICE AND/OR SOFTWARE; (I) CONSTITUTES A VIOLATION OF ANY LAW, REGULATION OR TARIFF (INCLUDING, WITHOUT LIMITATION, COPYRIGHT AND INTELLECTUAL PROPERTY LAWS); (II) IS DEFAMATORY, FRAUDULENT OR DECEPTIVE, (III) IS INTENDED TO THREATEN, HARASS OR INTIMIDATE, OR (IV) INTERFERES WITH OTHER CUSTOMERS’ USE OR ENJOYMENT OF THE SERVICES PROVIDED BY ONESOURCE.

Compatibility

You are solely responsible for provisioning, configuration and maintenance of all equipment on your premises, including, without limitation, computers and other communications equipment. OneSource shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment.

Customer Support

Other than instances where OneSource provides the customer’s router or router/modem combo, OneSource will not be responsible for providing assistance in the configuration of your LAN and will not support the installation or ongoing management of a customer premise router with your Internet Access service. You will be responsible for payment of service charges for visits by OneSource or its subcontractors to your premises when a service request results from causes not attributable to OneSource or its subcontractors.

Acceptable Use Policy

You agree to comply with all Federal and State regulations, the rules, regulations and policies adopted by OneSource, as modified from time to time; and the rules, regulations and policies applicable to any network that you access through the Service. Nothing contained in this Acceptable Use Policy (AUP) may be construed to convey to you any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator, IP Address or domain name used by you in connection with the Service. Prohibited uses include, but are not limited to, using the Service, Customer Equipment or the OneSource Equipment to: (i) use the service in a manner that violates any law, regulation or tariff (including, without limitation, copyright or intellectual property laws);(ii) use the service in a manner that is defamatory, fraudulent, obscene or deceptive;(iii) use the service in a manner that is intended to threaten, harass or intimidate;(iv) use the service in a manner

that tends to damage the name or reputation of OneSource, its parent, affiliates or subsidiaries;(v) use the service in a manner that interferes with other customers’ use and enjoyment of the Services provided by OneSource;(vi) attempt to break security or to access an account which does not belong to you;(vii) resell the Service or otherwise make the Service available to any other party who may otherwise purchase Internet service from OneSource (through wi-fi or other methods of networking, for example), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for your residential or commercial use only and you agree not to use the Service for operation as an Internet Service Provider; (viii) transmit unsolicited bulk or commercial messages or “spam.” This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests and petitions for signatures. Note: OneSource Communications reserves the right to immediately terminate the Service, or to suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by you and terminate the Agreement if (i) you engage in any of the prohibited activities listed in this AUP; (ii) you use the OneSource Equipment or Service in a way which is contrary to OneSource policies or any OneSource supplier’s policies; (iii) you fail to immediately notify OneSource of any unauthorized use of your account. In addition, you must strictly adhere to any policy set forth by another service provider accessed through the Service.

Security

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or other party with access to your Service account. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. OneSource recommends against enabling file or printer sharing. Any files or devices you choose to make available for shared access on a home or office LAN, for example, should be protected with a strong password or as otherwise appropriate.

Force Majeure

OneSource shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, Acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this Section by the acts or omissions of OneSource’s subcontractors, vendors or suppliers unless such acts or omissions are themselves the product of a force majeure condition described in this Section.

Cancellations, Terminations and Assignments

You may terminate the Service upon notification to OneSource by contacting our Customer Service Department at 817-745-3000 or 1-877-210-3007. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes OneSource to believe that this Agreement and/or the Services provided hereunder, may be in conflict with such rules, regulations and orders, OneSource may suspend or terminate the Service, or terminate this Agreement, without liability. In the event a OneSource subcontractor for the Service stops providing the Service to OneSource for any reason, OneSource shall have forty-five calendar days to arrange for a reasonably comparable service. If OneSource cannot arrange for reasonably comparable Service either you or OneSource may thereafter terminate this Agreement without liability. If you fail to pay any charge when due, including, but not limited to, installation charges or taxes, or if you fail to perform or observe any other material term or condition of this Agreement, or if you provide false or inaccurate information which is required for the provision of the Service or is necessary to allow OneSource to bill you for the Service, and such condition continues unremedied for thirty days, you shall be in default and OneSource may suspend or terminate the Service. You may not assign your account or the Service to anyone without the express written consent of OneSource. Upon reasonable notice, OneSource may assign its rights and obligation under this Agreement.

Participant Disclosure

OneSource will disclose your personally identifiable information if required to do so by law or legal process. OneSource also reserves the right to disclose such information, at its sole discretion, following or to prevent an actual or apparent violation of law or regulation, or in other exceptional circumstances.

General

Except as otherwise specified herein, this Agreement, and the provision of the Service, may be terminated at any time by either party upon written notice to the other. This Agreement shall be construed in accordance with the Laws of the State of Texas. You will provide OneSource and its subcontractors reasonable access to your premises in order to install, maintain and repair the Service. Provision of Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities.

Enforceability and Survivability

If any portion of these Terms and Conditions is determined to be illegal or unenforceable, then the remainder of such Terms and Conditions shall be given full force and affect. The provisions of these Terms and Conditions shall survive termination, amendment or expiration of this Agreement.