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PH 419-267-5185*

RTEC COMMUNICATIONS CUSTOMER AGREEMENT

1. Customer Agreement, Your Account, and the RTEC Communications Service

The following Customer Agreement ("Agreement") is a legal agreement between you ("Customer") and the collective providers of RTEC Communications Service ("RTEC Communications") for your use of the RTEC Communications portal, your Internet access, and all related Features, as that term is defined below. This Agreement also governs all use of the original account you open when you register for RTEC Communications membership through which you obtain Internet connectivity and access to RTEC Communication's online services, and all sub-accounts or other accounts opened under your original account (collectively, your "Account"). As used in this agreement, the term "Service" shall apply collectively to your Account and to all of the services and features described herein, including the following:

The Service consists of Internet Access connectivity to the RTEC Communications portal, as well as access or connectivity to any of the online resources, which may be provided by RTEC Communications or be available from other service providers participating in or connected to RTEC Communication's Service, including without limitation, (1) personal Web pages available through RTEC Communications, or (2) programs, devices, enhancements, changes, upgrades, taxes, charges, changes and any other software, firmware, or hardware installed and/or added by RTEC Communications or third parties as part of RTEC Communication's server configuration or provision of Services ("Features"). Unless explicitly stated otherwise, any new or additional Features that enhance, change, configure, or reconfigure the current Service shall be subject to the terms and conditions of this Agreement and, by your use of the Service after the installation and/or addition of such Features, you agree to be bound by this Agreement as enhanced, changed, configured, or reconfigured by such Features

A. Broadband Internet Access Connectivity

RTEC Communications reserves the right at any time and from time-to-time to discontinue, change and add various types of broadband access methods permanently or temporarily with or without notice. RTEC Communications may, at its discretion, employ various methods and/or Features, including without limitation limited upstream and/or downstream data rates, to ensure connections are not converted to service provider dedicated connections or otherwise used in violation of the terms and conditions of this Agreement.

B. Additional Services/Features

RTEC Communications, at its sole discretion, may provide to you, as a user of RTEC Communication's Service, additional services and/or Features without additional charge. RTEC Communications reserves the right to add additional and/or separate charges for certain Services and/or Features. These charges may appear on your bill from RTEC Communications, or they may be billed to you separately by the providers of such Services or Features. Third party providers may also have additional registration or eligibility requirements in order to use their Services. You acknowledge and agree that RTEC Communications is not responsible and shall not be liable, directly or indirectly, to you or to any third party to whom/which it is alleged you may be liable, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any content, goods or services available on, by, or through any third party provider of services and/or Features.

2. RTEC Communication's Right to Change or Modify This Agreement

By connecting to the Internet using your RTEC Communications Account, and/or by accessing or using the Service in any other way, you agree to the terms and conditions contained in the then-current Agreement. You specifically acknowledge that RTEC Communications may, from time to time, in its sole discretion and without notification to you, modify these Terms of Service. It is your responsibility to apprise yourself of any such revision or modifications.

You can always find the most current Customer Agreement at www.rtecexpress.net.

3. Registration Requirements

You must be a U.S. resident, at least 18 years of age and legally competent to enter into contracts to qualify for RTEC Communications service. If you are not 18 years old or older, you may use RTEC Communications Services only if the account was created and registered by your parent or guardian. When you create your Account, you must provide true, correct, and complete information, including your correct name and address. If that information changes during the term of this Agreement, you must update the information so that it remains true, correct, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or RTEC Communications has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RTEC Communications has the right to suspend or terminate your Account and refuse any and all current or future use of the Service (or any portion thereof).

Any screen names that you create associated with your Account are the property of RTEC

Communications and, at RTEC Communication's sole discretion, expire upon the cancellation or termination of your Account. Your screen name may not be vulgar and must not be used toward the end of impersonating any other person.

4. Your Responsibility for Use of Your Account

You are responsible for all activity on your Account. This includes all activities under all screen names associated with your Account. You must supervise any use of your Account by another person, including minors and teen-agers. You and your Account may be subject to disciplinary action or termination without notice if your Account is used inappropriately, including any use that violates any term of this Agreement. Moreover, you agree to indemnify and hold harmless RTEC Communications for losses incurred by RTEC Communications due to someone else using your Account or password as a result of your failure to use due care to maintain the confidentiality of your Account information and password.

5. Commercial E-Mail Policy

RTEC Communications has strict policies against the use of the RTEC Communications network in any way in relation to the sending of unsolicited commercial e-mail. The RTEC Communications Commercial E-mail Policy is accordingly incorporated herein by reference and forms a part of this Agreement.

You understand and agree, however, that the Services may include certain communications from RTEC Communications such as announcements, administrative messages and the like. These communications are not considered unsolicited commercial e-mail, since you are a RTEC Communications customer and have agreed as a part of your service to receive them.

6. Privacy Policy

RTEC Communications respects your privacy. The information you provide to RTEC Communications and your use of the Services is governed by and subject to the RTEC Communications Privacy Policy, which is incorporated herein by reference.

7. Effective Date, Term and Termination

This Agreement is effective immediately upon the acceptance by RTEC Communications of your application.

This Agreement (and thus your right to use the Service) may be terminated by you. Notice of termination is effective when actually received by RTEC Communications.

This Agreement (and thus your right to use the Service) may be terminated by RTEC Communications at any time with or without notice to you and with or without cause. Reasons for termination for cause may include, but not be limited to, nonpayment of fees, copyright infringement, and/or any other breach of this Agreement.

8. Service Rates and Payment of Fees

A. Applicable Service Rates

The rates and charges for the Service shall be in accordance with RTEC Communication's rate schedule as in effect from time-to-time, a copy of which will be available online on the Service or otherwise shall be provided to you upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by RTEC Communications from time-to-time by notice to you provided on the Service or otherwise.

B. Payment Of Fees

RTEC Communication's accounting cycle begins on the first day of each calendar month. You will be invoiced "month-of" for usage of the Service, either directly by RTEC Communications or through your designated bank or credit card company. Charges for accounts that are terminated, both by you or by RTEC Communications, are prorated. You agree to pay the applicable fees as set forth on your invoice by the due date, and to pay any interest or late fees incurred for late payment of the required fees. In the event you do not pay the fees invoiced to you by the due date, the Service will be inaccessible to you until you pay all fees owed to RTEC Communications as well as a reconnection fee.

9. Specific Acknowledgements In Relation To Your Service Use

(A) You acknowledge and agree that you are aware that certain content, services, or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age) and that RTEC Communications does not screen or censor such content with regard to copyright, obscenity, safety, integrity, or reliability. You agree to supervise usage of the Service by any minors whom you permit to use the Service, and you agree to be responsible for the use of the Service by such minors.

(B) You acknowledge and consent that RTEC Communications can, pursuant to a subpoena or in cooperation with law enforcement, disclose your name(s), address(es), phone number(s), types of Services used, length of use, connection times and durations, identification of the instrument used to connect, subscriber numbers (including any temporarily assigned or dynamic network addresses), the means and source of payment(s) for the RTEC Communications Service, and any other information or materials in RTEC Communication's possession that relate in any way to you, your account, and/or your use of the Service. You release and hold RTEC Communications harmless for any disclosure of information, including personally identifiable information, e-mail, confidential information or contact information.

You acknowledge and consent that RTEC Communications can, pursuant to a

search warrant or subpoena issued from a court of valid jurisdiction, disclose the contents of stored e-mail resident on RTEC Communication's system

(C) You acknowledge and consent that RTEC Communications can, pursuant to certain provisions of the law, be required to produce business records, including without limitation all items identified in this paragraph, as well as other tangible items, and that RTEC Communications may be compelled not to disclose to you the fact that such information and/or items were disclosed.

(D) You acknowledge and consent that RTEC Communications can cooperate with law enforcement when requested to intercept and monitor the content of certain communications passing through the RTEC Communications system.

(E) You acknowledge and consent that RTEC Communications can, at its sole discretion in good faith, disclose contents of your communications to the government (i.e., without a court order or subpoena) if the contents:

- (1) were inadvertently obtained by RTEC Communications and appear to pertain to the commission of a crime;
- (2) contain child pornography;
- (3) are necessary for RTEC Communications to protect its rights or property; or
- (4) lead RTEC Communications to reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires disclosure of the information without delay.

10. Acceptable Use of the Service

You understand and agree that RTEC Communications has certain legal and ethical responsibilities with respect to its provision of Services to you. RTEC Communications prohibits any form of system abuse. You agree to abide at all times by the below-described policies of acceptable use. RTEC Communications may take such actions as it deems appropriate against you for violations of these policies, including, without limitation, removing any content that violates this Agreement, terminating this Agreement and your use of the Service, and/or cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court having jurisdiction over the subject matter or taking whatever action that RTEC Communications is authorized to take pursuant to state or federal law. However, there is no promise or obligation on RTEC Communications's part to monitor or police any such activity, and RTEC Communications will have no liability to any party for any other party's violation of these policies.

(A) You agree that you will be the only user of your username and password and that you will not transfer or disclose either your username or password to any other person.

(B) You agree not to transmit or publish on or over the Service any information, software or other content that: (1) violates or infringes upon the rights of others, or could assist others in violating or infringing upon the rights of others; or (2) could assist others in violating or breaking existing laws, rules, and regulations.

(C) You agree to comply with all applicable laws, rules and regulations in connection with the Service and your use thereof, and to cooperate with RTEC Communications and/or law enforcement personnel when requested.

(D) You agree to abide by U.S. export control laws. You may not transfer, by electronic transmission or otherwise, any content or software that is restricted under those laws to a person, entity, or national destination prohibited thereby (currently, Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria or national thereof) without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to RTEC Communications any data or software that cannot be exported without prior written government authorization and notification of RTEC Communications, including, but not limited to, certain types of encryption software. This assurance and commitment shall survive termination of this Agreement.

(E) The following forms of conduct are absolutely prohibited:

(1) uploading, posting, e-mailing or otherwise transmitting any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(2) harming minors in any way;

(3) impersonating any person or entity, including, but not limited to, a RTEC Communications official, forum leader, guide or host, or falsely stating or otherwise misrepresenting Your affiliation with a person or entity;

(4) forging headers or otherwise manipulating identifiers in order to disguise the origin of any content transmitted through the Service;

(5) uploading, posting, e-mailing or otherwise transmitting any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(6) uploading, posting, e-mailing or otherwise transmitting any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(7) uploading, posting, e-mailing or otherwise transmitting any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

(8) uploading, posting, e-mailing or otherwise transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(9) disrupting the normal flow of dialogue, causing a screen to "scroll" faster than other users of the Service are able to type, or otherwise acting in a manner that negatively affects other users' ability to engage in real time exchanges;

(10) interfering with or disrupting the Service or servers or networks connected to the Service, or disobeying any requirements, procedures, policies or regulations of networks connected to the Service;

(11) intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law

(12) "stalking" or otherwise harassing another; or

(13) collecting or storing personal data about other users without their consent.

11. Changes To The Service

RTEC Communications in its sole discretion may change or discontinue any or all aspects of the RTEC Communications Services without notice, including access to support services, content, and other products or services ancillary to the RTEC Communications Services or a RTEC Communications membership. RTEC Communications may also, in its sole discretion and at any time, discontinue providing the Service and/or any Feature, or any part thereof, with or without notice to you. You acknowledge that RTEC Communications may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that e-mail messages, message board postings or other uploaded content will be retained by the Service, the maximum number of e-mail messages that may be sent from or received by an account on the Service, the maximum size of any e-mail message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on RTEC Communication's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may

access the Service in a given period of time. You agree that RTEC Communications has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the Service. You acknowledge that RTEC Communications reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that RTEC Communications reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

12. Limitation Of Warranties And Liability; Disclaimer Of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER RTEC COMMUNICATIONS NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES RTEC COMMUNICATIONS OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS CUSTOMER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER RTEC COMMUNICATIONS NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL, ALSO, APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT, IN ANY WAY, HOLD RTEC COMMUNICATIONS RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM RTEC COMMUNICATIONS MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE). YOU EXPRESSLY ACKNOWLEDGE THAT RTEC COMMUNICATIONS SHALL HAVE NO LIABILITY OF ANY KIND FOR ITS GOOD FAITH COOPERATION WITH LAW ENFORCEMENT IN RESPONSE TO PROPER REQUESTS OR, WHERE AUTHORIZED BY LAW, ON RTEC COMMUNICATIONS'S OWN INITIATIVE. FINALLY, YOU AGREE THAT

RIDGEVILLE TELEPHONE COMPANY WILL NOT BE LIABLE IN ANY WAY, AND RELEASE RTEC COMMUNICATIONS FROM ALL LIABILITY FOR, THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY ELECTRONIC COMMUNICATION TO OR FROM YOU.

13. Remedies And Limitation Of Liability

RTEC COMMUNICATIONS'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SOFTWARE PROVIDED OR USED BY RTEC COMMUNICATIONS SHALL BE THE REPLACEMENT OF ANY RTEC COMMUNICATIONS SOFTWARE FOUND TO BE DEFECTIVE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OTHER DISPUTE WITH RTEC COMMUNICATIONS IS THE CANCELLATION OF YOUR ACCOUNT. IN NO EVENT SHALL RTEC COMMUNICATIONS'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE RTEC COMMUNICATIONS SERVICES EXCEED THE TOTAL AMOUNT OF RTEC COMMUNICATIONS AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF THE RTEC COMMUNICATIONS SERVICES, SOFTWARE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP WITH RTEC COMMUNICATIONS. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF RTEC COMMUNICATIONS HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, RTEC COMMUNICATIONS AND ITS SUPPLIER'S LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. EXCEPT FOR OFFERS EXPRESSLY MADE OR GUARANTEED BY RTEC COMMUNICATIONS, RTEC COMMUNICATIONS AND ITS SUPPLIERS DO NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH RTEC COMMUNICATIONS AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

14. Indemnification

You shall indemnify and hold harmless RTEC Communications and any of its underlying service providers, information providers, licensors, licensees, employees, associated third parties, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and

expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your Account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; initiation or facilitation of unsolicited commercial e-mail or "spam," whether through the RTEC Communications Service or otherwise; fraud or deceptive trade practices; unauthorized use of or access to the RTEC Communications or other computer system or systems; violation of any applicable law, rule, or regulation; or failure to cooperate with RTEC Communications or law enforcement personnel when requested.

15. Use of Materials, Marks, and Information

A. Your Intellectual Property

You retain any copyright, trademark, patent or other intellectual property rights in the material or the products, services, processes or technology created by you and posted or uploaded to the Service. RTEC Communications reserves the right to use and/or copy such material in the day-to-day operation of its business.

B. Your Right To Use Others' Intellectual Property - Generally

You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that you make of the material must bear any copyright, trademark or other proprietary notice, which pertain to the material being copied. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by RTEC Communications, its affiliates and/or any third party owner of such rights.

C. RTEC Communications Name, Logos, And Intellectual Property

The RTEC Communications names and logos and all related product and service names, design marks and slogans are the property of RTEC Communications or its affiliates. You are not authorized to use any RTEC Communications name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of RTEC Communications.

D. Your Communications With RTEC Communications

Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to RTEC Communications will be treated as being non-

confidential and nonproprietary. RTEC Communications assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. RTEC Communications will also be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing, and marketing products and services incorporating such information. RTEC Communications may also use your status as a subscriber to the Service for the purpose of marketing to you other RTEC Communications products and services.

E. Access to User's Stored Information

From time-to-time, RTEC Communications is called upon by a subscriber to assist with technical issues, requiring RTEC Communications to access or review material authored, copied, stored, downloaded, uploaded, or otherwise transmitted over the RTEC Communications system by or to the subscriber. RTEC Communications will not provide substantive information or perform full or partial publishing or authoring in violation of the protections afforded in 47 U.S.C. 230 of the Communications Privacy Act on behalf of any subscriber, or access a subscriber's stored or transitory e-mail or the subscriber's RTEC Communications hosted Web site(s), unless in accordance with the applicable provisions of the Electronic Communications Privacy Act (18 U.S.C. sections 2510-2522 and 2707-2711) or the express request in writing of the subscriber ("Subscriber Information"). Under such limited circumstances, RTEC Communications will treat the specific Subscriber Information regarding which the subscriber has requested technical assistance from Com Net as confidential and not release such information to third parties other than RTEC Communication's Corporate partners, if necessary, unless required by applicable law or to protect RTEC Communication's interests. Under no circumstances will RTEC Communications provide anything other than technical assistance to a subscriber, unless a specific agreement is negotiated between the parties and executed in writing.

F. Browser Software

If any Internet browser or other software has been provided to you for use with the Service, you agree to be bound by and to comply with the terms and conditions of the separate software license, which is applicable to and was provided to you along with such software. You are not allowed, without prior written permission of RTEC Communications, to copy, modify, alter, transfer, translate, disassemble, decompile, reverse program or otherwise reverse engineer the software, sublicense, lease, or use the software in a multi-user network or multiple computer environment, or in a rental, time sharing, or computer service business, including without limitation an Internet café or kiosk.

G. Personal Web Pages

RTEC Communications makes personal Web pages available as a licensed Feature of its RTEC Communications Service as set forth in your acknowledgment package. You have no ownership rights in the personal Web

page. If you subscribe to this Feature, the following provisions of this paragraph shall apply (in addition to the other provisions of this Agreement):

i. Authorizations

RTEC Communications may provide a listing/link to your personal Web page on its RTEC Communications service portal or other mechanisms. By subscribing to the personal Web page Feature, you authorize and grant RTEC Communications the right to use your name, Web site address and similar information in such listing or directory sites or applications. You may use the complete address (URL) granted to you as part of the personal Web page Feature (which may have names or marks of RTEC Communications embedded therein) so long as you are obtaining the personal Web page Feature from RTEC Communications hereunder, but only for the purpose of identifying the location of your personal Web page on RTEC Communication's Service. Otherwise, you shall not utilize the name or any marks of RTEC Communications or any of its affiliates in any press releases, promotional materials or other commercial manner without the express prior written approval of RTEC Communications in each instance. If you are notified by RTEC Communications, or any person or entity authorized by RTEC Communications to contact users of the personal Web page service, that you must cease and desist adding to, changing, or removing material from your personal Web page, you agree to make no such additions, changes or deletions after the time and date of notification until RTEC Communications releases the personal Web page.

ii. Ownership and Related Rights

Ownership of all graphics, text or other information or content materials supplied or furnished by you for incorporation into or delivery through your personal Web page shall remain with you (or the party which supplied such materials to you). Ownership of any software developed or modified by RTEC Communications and all graphics, text or other information or content materials supplied or furnished by RTEC Communications for incorporation into your personal Web page, shall remain with RTEC Communications (or the party which supplied such materials to RTEC Communications), and may be used only while you are obtaining the personal Web page Feature from RTEC Communications. You have no right to use the personal Web page Feature, other than the permission given you by RTEC Communications, which can be revoked at any time. The domain name and address (URL) granted to you for use with the personal Web page Feature shall remain the property of RTEC Communications, shall be used by you only so long as you are obtaining the personal Web page Feature from RTEC Communications hereunder, and may be subject to change by RTEC Communications or applicable Internet domain name registry or granting authority from time-to-time. RTEC Communications reserves the right to approve subscriber Uniform Resource Locator (URLs) that will be used in conjunction with a RTEC Communications registered domain name and personal Web page Feature. URLs registered using a RTEC Communications owned domain name are not transferable by subscribers upon account termination and will be retained by RTEC Communications. You agree that if notified by RTEC Communications,

or any person or entity authorized by RTEC Communications to contact users of the personal Web page service, as stated above in paragraph 14(a), that you must cease and desist adding to, changing, or removing material from your personal Web page, you agree to allow RTEC Communications or law enforcement personnel to take possession of and operate your personal Web page without notice to any third party, and you will not disclose or make reference in any way to this use of your personal Web page.

iii. Acknowledgements

You acknowledge, agree, warrant and represent:

- (a) that the primary function of RTEC Communication's personal Web page Feature as it relates to your personal Web page is to facilitate access by end users to the information provided through your personal Web page
- (b) that RTEC Communications has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal Web page;
- (c) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal Web page; and
- (d) that you will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with your personal Web page prior to posting it on your personal Web page. You shall indemnify and hold harmless RTEC Communications from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your personal Web page or an end user's use thereof, or any act, error, or omission of yours in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; fraud or deceptive trade practices; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; or violation of any applicable law, rule, or regulation.

H. RTEC Communications Copyright Policy

The RTEC Communications Copyright Policy is a part of this Agreement and is incorporated herein by reference.

If RTEC Communications has reasonable suspicion that your account has been used for possible copyright infringement (i.e. uploading, downloading, or sharing any copyrighted movies, songs, videos, documents or any other media without the permission of the copyright holder), or if RTEC Communications receives a notification that your account has been used in such a manner, RTEC Communications reserves the right to temporarily suspend or otherwise restrict your

access to the account. This suspension will continue until you have remedied the condition that resulted in the account suspension and have contacted us regarding the remedy and your continued use of the account.

16. Third-Party and Linked-to Content

All product and service marks contained on or associated with the Service that are not RTEC Communications marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply RTEC Communication's endorsement, sponsorship, or recommendation of the third party, information, product or service. Because RTEC Communications has no control over the content of linked-to sites or the quality of the goods or services offered via these linked-to sites, you acknowledge and agree that RTEC Communications is not responsible for and in no way guarantees or endorses: (1) the availability of linked-to sites or resources; (2) the accuracy or completeness of any content available at or through the linked-to sites; and (3) the goods or services offered via these third-party sites. Accordingly, you acknowledge and agree that RTEC Communications shall not be responsible or liable to you in any manner, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on the content of any linked-to Web sites and/or the quality of any goods or services offered by or through any linked-to third-party site.

17. Additional Terms and Conditions

A. Force Majeure

RTEC Communications shall not be responsible for any delay in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any telephone network or any other occurrence commonly known as force majeure, or because of RTEC Communication's cooperation with law enforcement.

B. Account Not Transferable

Your right to use the Service is not transferable and is subject to any limits established by RTEC Communications, and by your credit card company if billing is through a credit card. Moreover, you agree not to reproduce, duplicate, copy, sell, or resell any portion of the Service.

C. Limitations of Actions

No action, regardless of form, arising out of the Service or this Agreement may be brought by you or any party claiming by, through or under you more than one year after the cause of action has arisen.

D. Governing Law and Applicable Forum

This Agreement and the Service shall be governed by the laws of the State of Ohio, without regard to its conflicts of law provisions. By using the Service, you agree that any disputes between you and RTEC Communications shall be brought exclusively in the State of Ohio or the United States District Court for the Northern District of Ohio and consent to jurisdiction therein.

E. Severability

In the event that one or more of the words, phrases, sentences, clauses, sections, subdivisions, or subparagraphs contained herein shall be held invalid, this Agreement shall be construed as if such invalid portion had not been inserted. In the event that any invalid language is severed under this paragraph, the severed language shall be comprised of the smallest unit possible such that the severance of the unit results in a valid provision (i.e., a single item in a list will be severed rather than the entire list, a clause will be severed rather than the entire sentence, etc.).

F. Entire Agreement

This Agreement sets forth and contains the entire agreement with regard to the matters set forth herein between you and RTEC Communications. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between and among the parties.

G. Headings for Convenience Only

The headings used herein are for convenience only. The headings do not purport to define, limit, or extend the scope or intent of the language of the sections and the paragraphs to which they pertain.

H. Notice

Individual notices to you may be made via either e-mail to your primary RTEC Communications e-mail address, regular mail, or fax.

I. Waiver

The waiver by one party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by the other party. The failure of a party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same.

18. Violations

Please report any violations of RTEC Communication's policies, contracts, or rules to abuse@bright.net.