

## RTC Internet DSL Service Agreement

Read This Internet Service Agreement Carefully Before Using Our Internet Services.

### 1. AGREEMENT

This is and represents the agreement between RTC Internet, Inc. and you, as customer, to provide QuickServ DSL (“the Service”). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with the RTC Internet Service Agreement and RTC Internet Acceptable Use Policy (“the Agreements”) which can be found by going to our acceptable use policy page.

### 2. TERM

The initial term of this Agreement begins on the day that you apply for the service and ends twelve (12) months from your activation date. Your activation date is three days after your DSL line is provisioned OR on the first day you connect to your DSL service, whichever is earlier. The Agreement will continue on a month-to-month basis after the initial term. RTC Internet reserves the right to change the price of the Service at any time after the initial term upon 30 days notice. Prices for other RTC Internet services may change at any time upon 30 days notice and will be posted on the RTC Internet homepage: <http://www.catt.com>. Current rates may also be obtained by calling (706) 965-2288.

### 3. THE SERVICE

The Service includes: DSL or Fiber Optic access for one computer

DSL Modem or Fiber Optic ONT

Up to 2 email accounts per residential account (\$1.50/box/month additional)

Up to 5 email accounts per business account (\$3.00/box/month additional)

20 MB of personal web space on RTC Internet servers

The Service speed can vary depending on location, line quality, inside wiring, computer configuration, Internet traffic, and other factors beyond the control of RTC Internet. RTC Internet provides the Service on a “best effort” standard and does not guarantee upload or download speeds. Some line stabilization may be necessary for service. Line stabilization could include the lowering of provisioned line speed. Should the lowering of line speed occur, RTC Internet will NOT be able to increase the line speed once the connection is stabilized.

The email, web space, and internet service are available under this agreement after the Activation Date.

### 4. CANCELLATION

If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. RTC Internet is providing equipment to you for your use of the Service. Cancellation of the Service by you before the initial term of the agreement ends will result in a \$100.00 service charge. RTC Internet will also bill \$199.00 for each leased DSL modem that is not returned within thirty (30) days. Cancellation of the Service by

you before the Activation Date will not result in an equipment charge, provided that you return all equipment provided to you by RTC Internet unopened in their original container (or an equivalent) within 30 days of cancellation.

To cancel the Service you must call RTC Internet customer service at (706) 965-2288 or write to:

RTC Internet, Inc.  
Attn: Customer Service  
PO Box 869  
Ringgold, GA 30736.

Cancellation will be effective upon receipt of a cancellation confirmation number issued by RTC Internet customer service. Upon cancellation, email service will be terminated and all files stored on RTC Internet servers will be deleted. RTC Internet is not responsible for any loss of information.

RTC Internet may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if RTC Internet, in its sole discretion, believes you have violated the Agreements or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on the fourth (4th) day following the date of the mailing.

Sections 1, 4, 6, 10, and 11 of this Agreement shall survive termination of this Agreement.

## 5. ACCOUNT REQUIREMENTS

In order to receive the Service:

You must be at least 18 years old and at RTC Internet's sole option, provide a valid credit or debit card, or provide an acceptable credit reference.

The Service must be available to your location

You must keep your telephone service active in order for the Service to work and you are responsible for charges for the Service regardless of the status of your underlying telephone service

Changing telephone service providers will result in substantial interruption of the Service and will result in fees associated with cancellation and setting up a new account

Your computer must meet the following minimum requirements for limited support:

PCs:  
133 MHz (or faster) Pentium-based processor or equivalent  
\*Windows 95b, 98, 98SE, Windows ME, Windows NT (4.0 Workstation with Service Pack 3 or higher) and Windows 2000 (no server versions of NT4.0 or Windows 2000 supported).  
32MB RAM  
25MB of available hard disk space  
CD ROM drive  
Ethernet interface card (installed & working)  
Operating System CD  
Macintosh:

PowerPC or faster processor  
MAC OS 8 (or newer)  
Open Transport 1.1.1 enabled  
32MB RAM  
25MB of available hard disk space  
CD ROM drive  
Ethernet interface card (installed & working)  
Operating System CD

\*Microsoft no longer supports Windows XP or older

RTC Recommends the following hardware for optimal use of RTC Internet service:

PCs: 2 GHz+ Dual core or better CPU Windows 7+, 2GB RAM  
Macintosh: 2 GHz+ Dual core or better CPU Mac OSX 10.5.8+, 2GB RAM

\*It is recommended that all software is updated on a regular basis to ensure secure and optimal operation on all PCs, Mac, and mobile devices.

## 6. PAYMENT

You will be charged a one-time activation fee of \$99.00 and a monthly charge of \$49.95 plus applicable taxes for the Service. From time to time, RTC Internet may offer certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to RTC Internet's Customer Service Department at (706) 965-2288. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

Charges may be billed via mailed invoice or to your credit card or debit card, as applicable, each month for the Service and any additional usage or services. RTC Internet is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by RTC Internet. Payment by check is due within 30 days after the month in which the charges are incurred. You agree to maintain valid and current credit card information on file with RTC Internet at all times.

If purchasing Services through a reseller, the reseller must pay all amounts owing for your account. If the reseller fails to pay RTC Internet any amounts due, whether or not you have paid the reseller, your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due to RTC Internet. Delinquent accounts may be suspended or canceled at RTC Internet's sole discretion; however charges will continue to accrue until the account is canceled. RTC Internet may bill an additional charge to reinstate a suspended account.

## 7. YOUR ACCOUNT, PASSWORD, AND SECURITY

Upon registration, you will receive a username, password, and account designation. You are solely responsible for use of the Service. You must keep your password confidential so that no one else may access the Services through your account. You must notify RTC Internet immediately upon discovering any unauthorized use of your account.

Unless you purchase a Static IP, you will be allocated a Dynamic IP address. RTC Internet reserves the right to timeout inactive connections. RTC Internet technical support may be limited to RTC Internet-provided services, software and/or unmodified hardware. Email accounts exceeding 5GB in size may be inactivated until you reduce the size of the mail being stored. Any free Web site exceeding the allotted amount of disk space may be suspended until you reduce the disk space usage or purchase additional space. Any free Web site exceeding the allotted amount of bandwidth will be billed for excess traffic. Email, web space, and bandwidth limits are posted throughout our Web site at <http://www.catt.com>. These limits may also be obtained by calling (706) 965-2288. RTC Internet reserves the right to change limits at any time upon 30 days prior notice.

## 8. INSTALLATION

RTC Internet will provide you with a new user kit ("the Equipment"). If either party (you or RTC Internet) terminates the relationship before the Activation Date or if the line is found to be unprovisionable, you must return the full kit with all of its original packaging to RTC Internet. If you choose to cancel the account after the Activation Date, you will incur a service charge \$100.00. This fee is posted on our Web site and is subject to change. RTC Internet will also bill \$199.00 for each leased DSL modem that is not returned within thirty (30) days.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. RTC Internet and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card (such as a Network Interface Card) or DSL modem.

You acknowledge that this is a fixed-location service for one personal computer only. Moving to another location will require the service to be reprovisioned at the new location. This may result in substantial interruption of the Service and will result in fees associated with cancellation and setting up a new account. Early termination and/or re-installation charges may apply even if the cancellation is for reasons of a move to another location.

You will be responsible for all costs and scheduling associated with the installation of this service. You are also responsible for all inside wiring repair necessary to install the service.

RTC INTERNET DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, RTC INTERNET SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO, AND SHALL IN NO WAY BE CONSTRUED TO LIMIT, ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

RTC Internet will make its best effort to provide the Service. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, RTC Internet may cancel the installation process and refund any money that you have paid. RTC Internet will notify you of its intent to cancel as soon as reasonably possible. In extreme cases, it may take several days to determine if RTC Internet is able to provide service. RTC Internet shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

## 9. MONITORING THE SERVICES

RTC Internet has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if RTC Internet, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its subscribers. Please see our Privacy Policy. RTC Internet may immediately remove your material or information from RTC Internet's servers, in whole or in part, which RTC Internet, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

## 10. DISCLAIMERS

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH RTC INTERNET TO YOU AT NO ADDITIONAL CHARGE. RTC INTERNET WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, RTC INTERNET OR ITS AGENT MAY REPLACE A DEFECTIVE MODEM OR GATEWAY ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF RTC INTERNET'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN RTC INTERNET OR ITS CONTRACTOR. RTC INTERNET RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. RTC INTERNET WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF RTC INTERNET'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RTC INTERNET DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. RTC INTERNET MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH RTC INTERNET OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY RTC INTERNET OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. RTC INTERNET AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, RTC INTERNET'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE-YEAR PERIOD.

RTC INTERNET SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MER-

CHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF RTC INTERNET, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST RTC INTERNET IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

#### 11. JURISDICTION AND NOTICE

This Agreement is governed by Georgia law without regard to conflict of law provisions. The federal court in Rome, Georgia, and state courts located in Catoosa County, Georgia alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction and proper venue of such courts sitting in Rome and Catoosa County, Georgia, respectively, with respect to such matters or otherwise between you and RTC Internet, and waive your rights to removal or consent to removal. All changes or amendments to this Agreement to be sent pursuant to this Agreement are deemed to be made to you as customer by the placing of the notice upon the RTC Internet homepage: <http://www.catt.com>. Specific notice to you which may be sent pursuant to this Agreement shall be sent to your email provider by RTC or to the address, which you provide to RTC upon application for service.

#### 12. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, and RTC Internet's other agreements and policies posted on RTC Internet's Web site constitute the entire agreement between you and RTC Internet with respect to your use of the Service.

RTC Internet may revise, amend, or modify the agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on RTC Internet's Web site (<http://www.catt.com>) and/or on your start pages and/or by email and/or in our various publications and mailings to you.