

Terms & Conditions of Service

Effective July 29, 2008

This agreement governs the terms and conditions under which Winn Telecom provides Internet access service to its customers, including 24-hour access and e-mail addresses (referred to in this Agreement as the "Service").

This Agreement is your contract for Winn Telecom's Internet Service.

1. GENERAL. Winn Telecom, with the assistance of certain vendors, ("Vendors") provides Service to you as a subscriber ("Subscriber" or "you") subject to the terms and conditions of this Agreement. By making use of the Service, you agree to the terms and conditions of this Agreement ("Terms"). Every time you use the Service, you agree to Winn Telecom's Terms. If Winn Telecom changes the Terms in a way that you do not accept, you may terminate Service as provided in Section 7 below.

You agree that by using the Internet access service you represent that you are at least eighteen years of age and that you are legally able to enter into this agreement.

2. CHANGES IN TERMS. Winn Telecom may change the Terms on not less than 10 days' notice by electronic mail, posting on our website at www.winntel.com or by U.S. mail. Your use of the Service after the effective date of any change(s) in the Terms shall constitute your acceptance of, and agreement to, such change(s).

3. BILLING AND CHARGES.

RATES. You can learn the current rates for Service and related fees by telephoning 1-866-820-3266, or by visiting our website at www.winntel.com Basic rates are payable in advance on or before the first day of Winn Telecom's monthly billing cycle. The basic rates and use rates do not include taxes or governmentally required surcharges, for which you are also responsible. Your first month's bill will be prorated through the last calendar day of the month in which you sign up, and will include the next month's amount due plus any setup fee.

BILLING. Monthly account charges are payable in advance. Bills are rendered monthly for the following month of service.

RELATED CHARGES. You are responsible for any local or long-distance phone charges accrued in connecting to Winn Telecom. You are also responsible for providing all equipment, including computer hardware and software, used in connecting to Winn Telecom.

BILLING DISPUTES. Unless you notify Winn Telecom of any error in Winn Telecom's billing within sixty (60) days after it first appears on your account statement, the statement will be deemed accepted by you for all purposes, including resolution of inquiries made by your credit card issuer. You release Winn Telecom from all liabilities and claims resulting from any billing error that is not reported to Winn Telecom within sixty (60) days after the date of the statement on which it appears.

PAYMENT. Checks for payment should be made payable to Winn Telecom. If for any reason Winn Telecom does not receive timely payment from you (or from the credit card issuer you designate if you elect to have Winn Telecom charge your credit card), you agree you will pay upon demand all amounts due to Winn Telecom. Your credit card agreement with the issuer, and not this Agreement, governs your rights and liabilities as a cardholder.

If you pay by credit card, you expressly authorize Winn Telecom to charge the credit card account number associated with your account for any access service charges that accrue from month to month. You reauthorize Winn Telecom to charge your designated credit card account each time you use the Internet access service. This authorization will remain valid until you terminate your authorization in writing.

You are responsible for all activities and charges associated with your account. If any unauthorized charges are made on or through your account, you are responsible for such

charges until you notify Winn Telecom of a breach of security by calling Winn Telecom at 1-866-820-3266 to change your password.

LATE PAYMENT; NON-PAYMENT. If Winn Telecom does not receive the full amount you owe for Service and related fees by the start of the next billing cycle, Winn Telecom shall have the right to terminate your Service. If your Winn Telecom service is terminated because of your failure to pay any past due amounts and you want to reactivate the service, you agree to pay a reactivation fee of \$25.00.

You shall be liable for all costs of collecting any unpaid balance on your account(s) with Winn Telecom, including attorneys' fees.

4. CONTENT. As used in this Agreement, "Content" means the information, software, graphics, photographs, video, speech, sounds, music and other material and services communicated by Winn Telecom through its Service.

NO REPRESENTATIONS. Winn Telecom makes no representation as to, and you must bear the risk of relying on, the accuracy, completeness or usefulness of any Content. As a matter of policy, Winn Telecom does not screen or filter any Content. However, Winn Telecom and its Vendors reserve the right (but not the responsibility) to remove Content that Winn Telecom and its Vendors deem harmful or offensive. Accordingly, you acknowledge that neither Winn Telecom nor any of its Vendors shall have any liability for any action or inaction by Winn Telecom or any of its Vendors with respect to Content.

PROPRIETARY RIGHTS; INTELLECTUAL PROPERTY. You agree to abide by all copyrights, trademarks and other intellectual property and proprietary rights associated with any and all Content.

PARENTAL GUIDANCE. You acknowledge that the Content may include material inappropriate for minors, and you further acknowledge that Winn Telecom recommends you supervise your minors' use of the Service directly and/or consider using commercially available tools that enable you to restrict access to certain Internet areas and other features of the Service that may be inappropriate for minors, at your sole cost and risk. Winn Telecom makes no warranties with respect to such tools.

PROHIBITED ACTIVITIES. Winn Telecom reserves the right to terminate your Service immediately without notice if, in Winn Telecom's sole discretion the Internet services provided by Winn Telecom are being resold by you. Winn Telecom also reserves the right to terminate your Service immediately without notice if, in Winn Telecom's sole discretion, your access to the Service is used in such manner that it restricts or inhibits any other person from using the Service, and, in particular, you agree not to use or to allow others to use the Service, directly or indirectly, to:

- (a) Post, transmit, or promote any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, hateful, or racially, ethnically, or otherwise objectionable or offensive Content;
- (b) Harass, threaten, embarrass, or cause distress, unwanted attention or discomfort to any other person;
- (c) Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects any other person;
- (d) Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use;
- (e) Post or transmit chain letters or pyramid schemes;
- (f) Post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other Winn Telecom subscriber without permission;
- (g) Post or transmit any communication or solicitation designed or intended to obtain password, account or private financial information from any other person;
- (h) Violate any operating rule, policy or guideline of any other service provider;
- (i) Violate any applicable local, state, national, international or foreign law, including but not limited to any rule or regulations having the force of law.
- (j) You acknowledge that Content is provided by persons and entities not under the control of Winn Telecom and that such other service providers have their own terms and conditions of use

and you further acknowledge that violation of any of those terms of use may subject you to termination of Service. Your use of Winn Telecom's Service and the Internet is solely at your own risk.

5. LIMITATION OF LIABILITY. Winn Telecom exercises no control whatsoever over the content of the information accessed through Winn Telecom's Internet Services. Winn Telecom's Internet Services are provided on an "as is, as available" basis, without warranty of any kind, expressed or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. Winn Telecom and/or contributors shall have no liability whatsoever to you for any claim(s) relating in any way to (a) your inability or failure to perform research or related work or to work properly or completely, or (b) any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, Winn Telecom's Internet Services. Winn Telecom will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Winn Telecom's Internet Services is at your sole risk. Winn Telecom specifically disclaims any responsibility for the accuracy or quality of information obtained through Winn Telecom's Internet Services.

Under no circumstances and under no legal theory, tort, contract or otherwise, shall Winn Telecom or its Vendors be liable to you or any other person for any indirect, special, incidental or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages in excess of Winn Telecom's list price for a license to the Software and Documentation, even if Winn Telecom shall have been informed of the possibility of such damages, or for any claim by any other party. This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

6. INDEMNIFICATION. You agree that upon request by Winn Telecom you will defend, indemnify and hold harmless Winn Telecom, its officers, directors, agents, employees and Vendors, from all claims, liabilities and expenses, including attorneys' fees, that arise from your breach of this Agreement. Winn Telecom reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification for such matter.

7. TERM AND TERMINATION. This agreement shall become effective on the date the service application is entered into Winn Telecom's system (no later than the end of one business day after receipt of application). Winn Telecom, at its sole discretion, may terminate this agreement immediately or suspend your access to the service upon any breach of this Agreement by you. You are responsible for notifying Winn Telecom of your wish to terminate your account if desired. Charges will continue to accrue until the last day of the month in which you notify Winn Telecom of account termination, or until 3 days after nonpayment, at which point Winn Telecom will suspend your account. After 25 days of nonpayment, Winn Telecom will close your account; you will then be required to re-subscribe according to policies in effect at that time in order to continue service.

Licenses granted hereunder will terminate automatically if you fail to comply with the limitations described herein. Upon termination, you must destroy all copies of the Software and Documentation.

REFUNDS. Upon termination of Service, Winn Telecom will refund any unused portion of basic rates paid in advance. For customers who prepaid for their Internet access service six (6) or twelve (12) months in advance, Winn Telecom will refund an amount equal to the number of unused months times the basic monthly rate that would have applied if the customer had not paid in advance. Referral and other credits applied to an account are non-refundable.

8. ALLOWABLE USE. Winn Telecom's Internet Services may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited.

This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Winn Telecom from any claims resulting from your use of Winn Telecom's Internet Services. All UNIX shell accounts provided by Winn Telecom may only be used interactively while dialed in. They may not be used to run processes unattended or while not dialed in including, but not limited to, any IRC bot, cron job or screen.

Commercial advertising is an accepted and welcome use of the Internet. However, there are appropriate and inappropriate places for Internet advertising. Unsolicited commercial advertisements are not allowed in e-mail, and will result in account suspension or cancellation and fines as stated in Additional Charges.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is particularly unethical and will be treated accordingly. Sending a message, especially an advertisement, to more than six recipients is considered spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium.

You agree to abide by Winn Telecom's policies concerning use of Winn Telecom's Internet Services. Unsolicited advertisements via e-mail, or via discussion groups whose charter does not explicitly allow advertisements, is specifically not an allowable use. Winn Telecom reserves the right to suspend access to service for your account(s) upon an indication of disallowed use or credit problems, including delinquent payments or rejection of credit card charges.

9. VOIP (Voice Over Internet Protocol). Service outages – If there is an interruption in your location's power supply, the service, including 911 dialing, will not function until power is restored. In addition, network outages, suspensions or disconnection of service by your broadband provider or ISP will also prevent all service, including 911 dialing, from functioning. Service outage due to disconnection of your account with us for any reason will prevent all service, including 911 dialing from functioning.

10. ACCESS. Dial-up accounts are limited to 320 hours of access per calendar month. Use in excess of 320 hours per month will be subject to additional charges. Accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people. Accounts may not be kept connected with a keep-alive of any sort, such as setting an e-mail program to check mail periodically unattended. Winn Telecom may disconnect dial-up connections after extended periods of inactivity or unauthorized use.

11. RESPONSIBILITY FOR ACCOUNT USE. You are responsible for all use of your account(s) and confidentiality of password(s). Winn Telecom will suspend or change access upon notification that your password has been stolen, lost or otherwise possibly compromised. Winn Telecom is not responsible for your personal files residing online on Winn Telecom owned and controlled computers. You shall be responsible for independent backup of your data stored online. You shall be responsible for all access to and use of Winn Telecom's Internet Services by your personnel or by means of your equipment, whether or not you have knowledge of or authorize such access or use. If the subscriber is less than 18 years of age, these terms must be agreed to by a parent or legal guardian, who is responsible for all charges related to the use of subscriber's account(s).

12. UNAUTHORIZED USE OF ACCOUNT. Winn Telecom will take the appropriate steps, with the assistance of customer, if needed, to eliminate any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal packet size, UDP flooding, half-open TCP connection flooding, etc.) and the like. Harassment or abusive use of e-mail and other Internet services is a rare but serious misuse of Internet resources. Winn Telecom will handle incidents of harassment on a case-by-case basis, consulting with all parties

involved. Any unauthorized use of accounts or computers by a Winn Telecom customer, whether or not the attacked account or computer belongs to Winn Telecom, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

13. LIMITATIONS ON RESOURCE USE. Winn Telecom reserves the right to impose limits on the total amount of disk space and other resources available for your use on Winn Telecom operated computers. Dial-up account users are subject to a limit of 10 MB of disk space for all their disk use, including incoming mail files and personal web pages. Winn Telecom reserves the right to remove files that exceed this limit. Winn Telecom reserves the right to delete without notice personal files that have not been accessed for more than one month.

14. E-MAIL PRIVACY. Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. One can never be guaranteed privacy from every possible mail server; therefore, someone seeking total privacy should use some encryption scheme to render their messages unreadable by eavesdroppers. With regards to Winn Telecom's mail servers, Winn Telecom places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems or being presented with a search warrant for the information.

15. ILLEGAL MATERIAL. Winn Telecom bears certain legal liabilities for the use of its computer network and equipment. As such, Winn Telecom must require that its customers do not use Winn Telecom's network for illegal purposes. When presented with a search warrant, Winn Telecom is obligated to release any information named therein, and will cooperate with the authorities in any criminal investigation of inappropriate Internet use. However, Winn Telecom recognizes that the legal status of the Internet has not yet been resolved satisfactorily, either through legislation or court precedent. Therefore Winn Telecom must make certain decisions regarding the illegality of various specific actions. Among the actions Winn Telecom considers illegal and therefore does not allow on its network are: unauthorized distribution of copyrighted material; exploitation of minors; and unauthorized use of computer resources. Winn Telecom believes the First Amendment rights of free speech, freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is void of legitimacy.

16. WEB SERVICE. Winn Telecom provides free personal web pages to dial-up customers. Winn Telecom includes web service in its enhanced package and hosts commercial web pages for a fee. In all cases, the web pages reside on Winn Telecom's computer equipment, giving Winn Telecom some ethical responsibility for the content of such pages. Winn Telecom will handle potentially inappropriate web pages on a case-by-case basis. Examples of inappropriate information include downloadable virus code and obscenity.

Personal web space (provided free to dial-up subscribers with an URL like <http://users.power-net.net/~joeuser/>) may not be used for purposes that can be deemed as an attempt to sell a product or service. Winn Telecom separately offers commercial web hosting.

Domain name service is an additional service offering to those who desire it. You are responsible for domain name registration with authorities and for any fees they may charge.

Winn Telecom grants you non-exclusive, non-transferable, limited license to store documents on a Winn Telecom Internet World Wide Web server, and to use the server at burst bandwidth speeds up to Winn Telecom's full capacity. Sustained average bandwidth use, as measured by Winn Telecom, over the course of any seven (7) days shall not exceed 64 kilobits per second (Kbps). Winn Telecom shall notify you if this limit is exceeded, after which you have two (2) weeks to lower the bandwidth use, or incur an additional charge of \$100 per month per 64 Kbps of sustained average bandwidth use.

17. EXPORT CONTROLS. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has

embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the Software, you agree to the foregoing and represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

In addition, if the licensed Software is identified as a not-for-export product (for example, on the box, media or on the installation process), then the following applies: except for export to Canada for use in Canada by Canadian citizens, the Software and any underlying technology may not be exported outside the United States or to any foreign entity or "foreign person" as defined by U.S. Government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the Software, you agree to the foregoing and warrant that you are not a "foreign person" or under the control of a foreign person.

18. EFFECT OF AGREEMENT. This Agreement (which shall include the current and future Schedules hereto) represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. The acceptance of any purchase order placed by you is expressly made conditional on your assent to the terms set forth herein and not those contained in your purchase order.

19. FORCE MAJEURE. Winn Telecom's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

20. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

21. GOVERNING LAW. This Agreement shall be governed by and construed under the laws of the state of Michigan except as governed by Federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly included.

WAIVER. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

22. U.S. GOVERNMENT RESTRICTED RIGHTS. Use, duplication or disclosure of Software and Documentation by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement.

23. NOTICES. Except as otherwise provided herein, all notices hereunder shall be given in writing to:

Winn Telecom
402 N. Mission St.
Mt. Pleasant, MI 48858