

Please be aware that in the future TBC NET may change the terms of the User Agreement governing your use of TBC NET services. TBC NET will notify you by e-mail or online postings when the terms of the User Agreement are changed. Notice of changes from TBC NET may specify individual changes or include the entire text of the User Agreement as amended. Notice of such changes will be posted on our web site. It is your responsibility to confirm that you have read and understand the latest contract. If you do not agree to be bound by the changes, you should discontinue your use of TBC NET and notify TBC NET of your intent to terminate your account. Even if you do not indicate your agreement to be bound by changes to the User Agreement, if you use TBC NET after TBC NET has notified it's customers of a change in the User Agreement, then you indicate by your conduct that you agree to be bound by all of the changes.

In using TBC Net, Inc. to access the Internet, you agree that you have read and to be bound by all the conditions of this agreement including the base agreement and the **NOTICE REGARDING USE OF TBC NET, INC. AND THE INTERNET BY MINORS**. If you do not agree to these terms, you should immediately notify TBC Net, Inc. in writing and discontinue use of TBC Net, Inc.'s services.

TBC Net, Inc. User Agreement - Dial-up Plan

1. Subject to the terms and conditions of this TBC Consulting, Repair, & Resale (hereinafter "TBC Net, Inc.") User Agreement - Dial-up Plan (hereinafter the "Agreement"), TBC Net, Inc. agrees to connect User with The "Internet" computer network. User acknowledges and agrees that TBC Net, Inc. undertakes only to supply User with a Physical/Mechanical method of accessing The Internet from the User's computer. TBC Net, Inc. makes no warranties of any kind whether expressed or implied for this service and further specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Terms of the Dial-up Plans

Any attempts to construct methods to retrieve significantly large amounts of news and/or mail outside of Dial-up Dedicated line or Leased Line connectivity is prohibited.

Payment for TBC Net, Inc. network services are due upon activation of connection. Payments for continued services are due upon the end of the previous term. Failure to pay for services within five days of the new billing period will result in suspension of your account. Payment may be made in cash, check, or Credit Card. Checks returned for other than bank error will place your account in default, and will immediately suspended. Returned checks are subject to a minimum \$25 fee. If User has chosen credit card as the method of payment, then all fees and charges incurred in connection with User's account with TBC NET will be billed first to the credit card designated. If User wants to designate a different credit card, or there is a change in User's credit card validity or expiration date user must promptly contact TBC NET with new information. TBC NET is not liable for any actions by third parties who might obtain User credit card information transferred over the Internet. User, and not TBC NET, is responsible for paying any amounts billed to User's credit card by a third party.

TBC Net, Inc. cooperates with all banks and law enforcement officials with respect to credit card fraud. Use of fraudulent credit cards will be immediately turned over to the proper authorities for prompt legal action.

Suspension of service does not relieve you from the obligation to pay the monthly service charge. Suspended accounts will be archived within 45 days from the beginning of the billing period. Archived accounts will be terminated and purged within 60 days. Suspended accounts will still accumulate e-mail until archived.

New shell and SLIP/PPP accounts may cancel within 30 days of account activation. Cancellation should be made in writing. Accounts canceled within 30 days will receive a refund of all money paid. Leased Line and Dedicated Dial-up line fees are non-refundable.

Terms of the Domain Registration Plan:

Payment for TBC Net, Inc. network services are due upon activation of connection. Payments for continued services are due upon the end of the previous term. Failure to pay for services within twenty days of the new billing period will result in suspension of your account. Payment may be made in cash, check, or Credit Card. Checks returned for other than bank error will place your account in default, and will immediately suspended. Returned checks are subject to a minimum \$25 fee.

Account activation begins the day the TBC Net, Inc. receives confirmation of the domain registration.

TBC Net, Inc. cooperates with all banks and law enforcement officials with respect to credit card fraud. Use of fraudulent credit cards will be immediately turned over to the proper authorities for prompt legal action.

Suspension of service does not relieve you from the obligation to pay the monthly service charge. Suspended accounts may be archived within 45 days from the beginning of the billing period. Archived accounts will be terminated and purged within 60 days. Suspended accounts will still accumulate e-mail until archived.

Terms of the Commercial Web Page Plan:

Payment for TBC Net, Inc. network services are due upon activation of connection. Payments for continued services are due upon the end of the previous term. Failure to pay for services within five days of the new billing period will result in suspension of your account. Payment may be made in cash, check, or credit card. Checks returned for other than bank error will place your account in default, and will immediately suspended. Returned checks are subject to a minimum \$25 fee.

Account activation begins the day the TBC Net, Inc. receives confirmation of the domain registration.

Virtual hosted domain sites are designed for low-volume sites of less than 50 megs of transfer per day. Additional transfer is handled on a case by case basis.

TBC Net, Inc. cooperates with all banks and law enforcement officials with respect to credit card fraud. Use of fraudulent credit cards will be Immediately turned over to the proper authorities for prompt legal action.

Suspension of service does not relieve you from the obligation to pay the monthly service charge. Suspended accounts may be archived within

15 days from the beginning of the billing period. Archived accounts will be terminated and purged within 30 days. Suspended accounts will still accumulate e-mail until archived.

TBC Net, Inc. User Agreement – ADSL and Wireless Plans

1. Subject to the terms and conditions of this TBC Consulting,, Repair, & Resale (hereinafter "TBC Net, Inc.") User Agreement – ADSL and Wireless Plan (hereinafter the "Agreement"), TBC Net, Inc. agrees to connect User with The "Internet" computer network. User acknowledges and agrees that TBC Net, Inc. undertakes only to supply User with a Physical/Mechanical method of accessing The Internet from the User's ADSL connection provided by Verizon or Antenna connection provided by TBC Net, Inc. TBC Net, Inc. makes no warranties of any kind whether expressed or implied for this service and further specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Terms of the ADSL and Wireless Plans :

Payment for TBC Net, Inc. network services are due upon activation of connection. Payments for continued services are due upon the end of the previous term. Failure to pay for services within five days of the new billing period will result in suspension of your account. Payment may be made in cash, check, or credit card. Checks returned for other than bank error will place your account in default, and will immediately suspended. Returned checks are subject to a minimum \$25 fee.

Account activation begins the day the TBC Net, Inc. receives confirmation of ADSL order completion.

ADSL and Wireless accounts include a fixed non-transferable transfer allotment. Usage above the transfer allotment is subject to a per diem fee as listed in the specific plan.

TBC Net, Inc. cooperates with all banks and law enforcement officials with respect to credit card fraud. Use of fraudulent credit cards will be immediately turned over to the proper authorities for prompt legal action.

Suspension of service does not relieve you from the obligation to pay the monthly service charge. Suspended accounts may be archived within 15 days from the beginning of the billing period. Archived accounts will be terminated and purged within 60 days. Suspended accounts will still accumulate e-mail until archived.

TBC Net, Inc. User Agreement – Leased Line and Unlimited Usage Plans

1. Subject to the terms and conditions of this TBC Consulting,, Repair, & Resale (hereinafter "TBC Net, Inc.") User Agreement – Leased Line and Unlimited Usage Plan (hereinafter the "Agreement"), TBC Net, Inc. agrees to connect User with The "Internet" computer network. User acknowledges and agrees that TBC Net, Inc. undertakes only to supply User with a Physical/Mechanical method of accessing The Internet from the User's connection provided by Verizon or TBC Net, Inc. TBC Net, Inc. makes no warranties of any kind whether expressed or implied for this service and further specifically disclaims any warranty of merchantability or fitness for a particular purpose.

Terms of the Leased Line and Unlimited Usage Plans:

Payment for TBC Net, Inc. network services are due upon activation of connection. Payments for continued services are due upon the end of the previous term. Failure to pay for services within five days of the new billing period will result in suspension of your account. Payment may be made in cash, check, or credit card. Checks returned for other than bank error will place your account in default, and will immediately suspended. Returned checks are subject to a minimum \$25 fee.

Account activation begins the day the TBC Net, Inc. receives confirmation of Leased Line order completion.

Leased Lines are bandwidth inclusive and do not have a usage element.

TBC Net, Inc. cooperates with all banks and law enforcement officials with respect to credit card fraud. Use of fraudulent credit cards will be Immediately turned over to the proper authorities for prompt legal action.

Suspension of service does not relieve you from the obligation to pay the monthly service charge. Suspended accounts may be archived within 15 days from the beginning of the billing period. Archived accounts will be terminated and purged within 30 days. Suspended accounts will still accumulate e-mail until archived.

Additional General Terms and Conditions:

2. Connectivity is provided for User and is additionally authorized for use by User's employees or household only. Resale of this connection is strictly prohibited. Use of the connection by an unauthorized person of entity is prohibited and shall be ground for immediate termination of this Agreement unless such use is specifically allowed in a Multiple Address Assignment Plan agreement. All persons and entities using the connection provided by TBC Net, Inc. to User bear the same responsibilities as User under this Agreement, but User shall be fully responsible for any authorized or unauthorized person or entity's use of the connection supplied by TBC Net, Inc. to User.

3. TBC Net, Inc. may terminate this Agreement and discontinue any or all levels of service under this Agreement at its discretion. In the event of such termination or discontinuation, User's account will be refunded on a pro-rated basis, with the exception of accounts in violation of clause 2, clause 5, or clause 7. Users in violation of clause 2, clause 5, or clause 7 will forfeit the remainder of the available credit for their account(s), whichever is less. TBC Net, Inc. reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement. TBC NET will notify User by E-Mail or online postings when the terms of the User Agreement are changed. Notice of changes from TBC NET may specify individual changes or include the entire text of the User Agreement as amended. If user does not agree to be bound by the changes, User should discontinue use of TBC NET and notify TBC NET of User intent to terminate User account. Even if User does not indicate agreement to be bound by changes to the User Agreement, if User uses TBC NET after TBC NET has notified customers of a change in the User Agreement, then User indicates by his or her conduct that User agrees to be bound by all of the changes made to the User Agreement prior to User's last use. Notice of termination or cancellation of this Agreement by TBC NET or by User can be given by telephone, "FAX," or "e-mail." Notice of termination or cancellation will be effective when sent or received and any notice given by User will terminate the Agreement at the end of the payment period unless a different time is established under the terms of another clause of this Agreement. Refunds will be given for canceled accounts only where the account was clearly defective and non-working, and in all other cases, unless specifically provided for elsewhere in this Agreement, all payments to TBC Net, Inc. are nonrefundable.

4. TBC Net, Inc. cannot and does not guarantee the confidentiality or security of any User information, whether stored in TBC Net, Inc.'s machines, in User's machines, or elsewhere. All use of TBC Net, Inc. is at User's own risk. TBC Net, Inc. exercises no control whatsoever over the availability of information or over the content of the information passing through its system and specifically denies any responsibility for the accuracy or quality of information obtained or transmitted through its services. Further, TBC Net, Inc. will not be responsible for any loss or inaccessibility, or the consequences of any loss or inaccessibility, of data resulting from delays, non-deliveries, miss-deliveries, service interruptions or disconnections howsoever caused, whether caused by TBC Net, Inc., User, or any other person or entity.

5. When accessing networks, groups, or sites through TBC Net, Inc., User must comply with the rules, protocols, customs and standards applicable to each network, group, or site. In particular, USENET news is a community with special standards and social customs. User is strongly urged to read articles and to conduct research to get a "feel" of what is accepted in the USENET news group and in other networks, groups and sites. Repeated postings of articles, information, or other items to improper networks, groups, or sites, the posting of articles, information, or other items to large numbers of non-related networks, groups, or sites, and the posting of articles, information, or other items intending to draw, or resulting in, large numbers of e-mail "flame" messages is prohibited. Violation of this clause will result in an email message from the staff of TBC Net, Inc.. Continued violation of this clause may result in termination of this Agreement.

6. This Agreement is subject to the terms of contracts and licenses held by TBC Net, Inc. and is subject also to all Federal, State, and Municipal laws and regulations now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission. If TBC Net, Inc. determines that such contracts, licenses, or authority require that this Agreement be modified or terminated, it shall promptly notify the User and the parties' rights and obligations shall thereupon be changed to the extent necessary to comply with the contact, license, or authority. It is the intention of the parties hereto that the internal laws of the State of Illinois, USA (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction, of its terms and the interpretation and enforcement of the rights and duties of the parties hereto.

7. TBC Net, Inc. may only be used for lawful purposes. Transmission or use of any material in violation of any Federal, State, or Municipal law or regulation now in force, or which may be enacted in the future, including the rules and regulations of the Federal Communications Commission is prohibited. Violations may include, but are not limited to: misuse of copyrighted and patented material; the creation, transmission, or receipt of material legally judged to be threatening or obscene; or misuse of material constituting a protected trade secret. User is solely responsible to avoid illegal use of the TBC Net, Inc. connection and the Internet and for the handling of information and material obtained therefrom or transmitted thereon.

8. This Agreement is made upon the express condition that TBC Net, Inc. shall be free from all liabilities and claims for damages, losses, and/or suits for or by reason of any injury or damage of any kind whatsoever, to any person property, or entity, including to User, occasioned by the use or misuse of TBC Net, Inc., or the information or material obtain. therefrom or transmitted thereon, or by breach of this Agreement by User, or by any person or entity accessing TBC Net, Inc. through User's connection, and User hereby covenants and agrees to indemnify and save harmless TBC Net, Inc., its owner's, agents, and employees from all liabilities, charges, expenses, fees, attorney fees and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses however occurring or damages growing out of the same. The language "use or misuse" as used in this clause specifically includes, without limitation, activity that violates any law, order, ordinance, statute, rule or regulation, whether judicial, municipal, state, or federal in nature.

9. Liability for any direct damages that may be incurred as result of the failure of TBC Net, Inc. to its obligations under this Agreement shall extend only to User and shall be limited to an amount equal to the amounts paid by User to TBC Net, Inc. in connection with this Agreement. in no event shall TBC Net, Inc. be liable to User for amounts in excess of such limit and in no event shall TBC Net, Inc. be liable to User for any indirect, incidental or consequential damages, including loss of profits, arising from the failure of TBC Net, Inc. to perform its obligations under this Agreement.

10. The prevailing party in any court proceedings arising out of or relating to the enforcement or alleged breach of any of the provisions of this Agreement shall be entitled to reimbursement from the losing party for all out of pocket expenses, including reasonable attorney's fees, sustained or incurred in connection with such proceedings.

11. The invalidity or unenforceability of any particular provision or clause of this Agreement shall not affect the other provisions or clauses hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. This Agreement shall inure to the benefit of TBC Net, Inc.'s successors and assigns, and their respective successors and assigns. This Agreement may be assigned by TBC Net, Inc. without User's approval, and upon said assignment and acceptance by an assignee, TBC Net, Inc. shall have no further obligations hereunder. This Agreement is not assignable by user and shall not inure to the benefit of User's heirs or representatives.

13. This Agreement sets forth all of the agreements, undertakings and covenants between and among the parties. This Agreement supersedes all prior agreements, negotiations and understandings, written and oral, and is a full integration of the entire agreement of the parties.

14. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons, entity, or entities may require.

NOTICE REGARDING USE OF TBC NET, INC. AND THE INTERNET BY MINORS: The Internet is a world wide network. As such, it has sites in countries around the world and even locations in the United States that may not have the same laws and standards that are in effect in the User's state and location. The information available through the TBC Net, Inc. system may include items of an erotic nature or other items not appropriate for viewing or possession by minors. As previously indicated by the terms of this Agreement, TBC Net, Inc. cannot and does not exercise any control over the information passing through its system. It is therefore the duty of the User and/or parent or guardian to supervise the use of TBC Net, Inc. and the Internet by minors.

In using TBC Net, Inc. to access the Internet, you agree that you have read and to be bound by all the conditions of this agreement including the base agreement and the NOTICE REGARDING USE OF TBC NET, INC. AND THE INTERNET BY MINORS. If you do not agree to these terms, you should immediately notify TBC Net, Inc. in writing and discontinue use of TBC Net, Inc.'s services.

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