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## KENTEC COMMUNICATIONS, INC. TERMS AND CONDITIONS OF AGREEMENT

Kentec Communications, Inc. (KCI) accounts may only be used for lawful purposes. Transmission of any material in violation of any U.S. or State regulation is prohibited. You agree to indemnify and hold harmless KCI from any claims resulting from your use of the Internet service, which damages you or another party.

Use of any information obtained via KCI is at your own risk. KCI specifically denies any responsibility for the accuracy or quality of information obtained through its network. KCI exercises no control whatsoever over the content of the information residing on or passing through it and claims no responsibility for the use thereof.

KCI makes no warranties of any kind, whether expressed or implied, for the service it is providing. KCI also disclaims any warranty of merchantability or fitness for a particular purpose. KCI will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, misdeliveries, virus transmission, or service interruptions caused by its own negligence or your errors or omissions.

KCI or other relevant authorities may determine inappropriate usage of this account and the privilege or usage may be revoked at KCI's discretion. Should this occur, you will be informed in writing.

Simultaneous logins are prohibited and inactivity timers apply.

You must notify KCI of any changes in your account information, including billing address or telephone number in writing.

KCI processes billing on the 25<sup>th</sup> of each month. All bills are due on or before the 10<sup>th</sup> of the month. Any account over 30 days past due is subject to disruption of service. If an account is suspended, the entire balance must be paid before service is restored and a \$10 reconnection fee will be imposed.

KCI reserves the right to change the rates and otherwise modify this agreement upon 15 days notice to you. Use of your KCI account after the effective date constitutes acceptance of the new terms and conditions.

These terms and conditions reflect the entire agreement of the parties and supercedes all prior oral and written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Colorado and the United States of America.

By signing, you state that you are authoritative contractually and financially for the entity subscribing. A signed copy of this agreement must be on file with KCI before account activation.

I understand and will abide by the above terms and conditions for this agreement.

**Note to Unlimited Internet Customers:** Unlimited Internet imposes no hourly restrictions upon the customer as long as the customer uses wise discretion in determining a reasonable amount of time on-line. Users who attempt to have a "constant connection" to the Internet with their Unlimited Internet access (dial-up) will be considered idle users. Kentec Communications, Inc. reserves the right to log idle users off the system at our discretion.

**Note to Wireless Customers:** Wireless customers are requested not to provide "server access." If you wish to provide server access, please contact KCI.