

ROOME TELECOMMUNICATIONS INC. INTERNET SERVICE POLICY

Roome Telecommunications Inc. Internet Service is subject to the following terms and conditions. Please read carefully.

This service Agreement is between Roome Telecommunications Inc. (the "Provider") and the Customer (the "User") regarding DSL or Cable Modem service furnished by the Provider (the "Service") and ordered by the customer.

- 1. The Service is for the User's personal use and/or for the use by the User's immediate family members residing at the User's residence. The User's right to use the Service is not transferable or assignable. The User will pay for all costs associated with the use of the service. The Provider reserves the right to terminate this Agreement at any time with or without cause or to refuse Service to the User at any time for any reason.**
- 2. The Provider exercises no control whatsoever over the content of the information passing through the Internet via Provider's Internet connection. Such information is subject to change without notice. The User agrees to use the Service solely at the User's own risk and liability. The Provider makes no warranty or representation of any kind, whether expressed or implied, with respect to the Service. The Provider also disclaims any warranty of merchantability or fitness for a particular purpose for the Service. The Provider will not be responsible for any damages or losses suffered by the User. This includes loss of data resulting from delay, non-deliveries, misdeliveries, or service interruptions caused by the Provider's own negligence, by the User's errors or omissions or for any other reason.**
- 3. The Provider's liability to the User of the Service provided pursuant to this agreement shall be limited solely to a credit for outage time. Such credit shall be limited to an amount equal to that portion of the monthly account charges due under this agreement for the User to the Provider for the duration of the outage and shall be based upon a proportionate reductions of such charges. Any claim or demand for credit as a result of such outage shall be waived unless presented in writing within ninety days of the date of the end of the outage. In no event shall the Provider be liable to the user for any direct, special, incidental, consequential, or punitive damages of any kind.**
- 4. The Internet connection provided to the User herein may only be used for lawful purposes. The User specifically agrees not to use the Service in any manner that is illegal or libelous. Transmission of any materials in violation of any municipal, state or federal law or regulation is prohibited. This includes, but is not limited to, copyrighted materials, materials legally judged to be threatening or obscene, or material protected by trade secrets. Resale of the Service is prohibited unless authorized in writing by Provider.**
- 5. Any access to other computer networks through Provider's Internet connection must comply with the rules appropriate for that other network.**
- 6. The User agrees to pay the Provider all fees and charges for the Service including any applicable start up fees, monthly fees and software purchases. The User will be billed monthly at the then prevailing rate for monthly use of the Service. The User will receive a monthly billing statement unless the User elects the direct deposit billing option from the Provider.**

- 7. Payment is due on the date listed on the monthly billing statement. A late payment charge of 1.5% will be added to delinquent accounts. Accounts may be disconnected if payment is not received within 15 days after the payment due date. Such disconnection will not relieve the User from the obligation to pay the charges set forth on the billing statement. If a payment check is returned due to insufficient funds, the User will be in immediate default and is subject to a returned check charge of \$10.00. The Provider reserves the right to change the rates and otherwise modify this Service Agreement by notifying the User 30 days in advance of the effective date of such change.**
- 8. The User shall indemnify and hold harmless, the Provider, its affiliates, officers and agents with respect to any and all claims, including claims by third parties, public and/or private or otherwise, for losses, damages, injuries, liabilities, however arising whether by lawsuit, judgement, or cause of action against the Provider, its affiliates, officers and agents (including the payment of reasonable attorney's fees) by reason of the actions, conduct or omissions of the User or its agents or anyone operating under the control of the User relating to this agreement including but not limited to, access to and the use of the Internet services provided herein to the User.**
- 9. No modification, amendment or waiver of any of the provisions for this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by an authorized officer of each party hereto.**
- 10. This Agreement together with the Service Order constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled.**
- 11. The User shall not assign, transfer or sell its rights under this Agreement or delegate its duties hereunder without the prior written consent of the Provider, and any attempted assignment or delegation shall be void and without effect. This Agreement is binding upon and shall inure to the benefit of the legal successors and assigns of the parties.**
- 12. This Agreement shall be construed in accordance with the laws of the State of Oregon. Controversies or claims relating to the interpretation, enforcement or breach of this Agreement shall be exclusively resolved by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.**