

**Internet Terms of Service Agreement**  
**PLEASE KEEP THIS INFORMATION FOR YOUR RECORDS**

STANDARD TERMS AND CONDITIONS FOR INTERNET SERVICE PROVIDER. The Provider internet services pursuant to this Agreement is BC Services.

PROVIDER'S RIGHT TO AMEND AGREEMENT. Provider may modify this Agreement and the charges for Services hereunder from time to time by placing a notice of such modification in the Provider's home page, and Customer's continued use of the Service following the placement of such modification shall be deemed to be Customer's acceptance of any such modification. It is Customer's responsibility to check the Provider home page area regularly to determine whether this Agreement has been modified. If the Customer does not agree to any modification of this Agreement, the Customer must immediately stop using the Service.

PAYMENT AND CHARGES. The Customer agrees to pay the stated fees in accordance with this Agreement. The Customer acknowledges that Provider reserves the right to change the fees for Services and add or delete Service offerings at any time; provided that any change of the fees will be prospective only. The Customer's use of the Service constitutes the Customer's acceptance of the fees then charged for each Service. The Service will be invoiced monthly and will be due 15 days from the date of invoice. A late fee of \$15.00 will be applied to unpaid accounts 22 days from the date of invoice. Accounts unpaid 28 days after the date of invoice may have their Service interrupted. The Customer agrees to pay a returned check charge of \$25.00 for any checks returned unpaid. Provider reserves the right to charge a reinstatement fee following service interruption. Such interruption does not relieve the Customer from the obligation to pay all charges and fees for the Service, including late payment fees. If the Customer defaults, the Customer also agrees to pay Provider its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. The Customer may provide Provider notice of cancellation at any time. Cancellation will be effective as of the end of the month in which notice is received, and you will remain liable for Service charges for that month. Requests for upgrades to the Service which are accepted will take effect at the beginning of the next month following receipt of the upgrade request. Requested downgrades to the Service will be subject to standard installation charges, if any. Customers will receive a maximum of 30 minutes of technical support and thereafter will be charged \$1.00 per minute.

SPECIAL TERMS APPLICABLE FOR CUSTOMERS WHO HAVE MADE TERM COMMITMENTS. If the Customer has subscribed to a fixed term for any Services, the Provider agrees that, notwithstanding anything herein to the contrary, the Provider will not change the fees for the subscribed services as to the Customer during the fixed term. If the Customer cancels Service during the fixed term, the Customer shall be subject to cancellation charges equal to the amounts set forth under the applicable agreement between the Provider and the Customer, or if no cancellation charges are therein stated, then the remaining unpaid charges for the Services for the remainder of the fixed term. If Customer defaults, Customer also agrees to pay Provider its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under this Agreement. Following expiration of any term commitment, Provider may modify the charges for Services hereunder from time to time by providing the Customer with thirty (30) days advance written notice of the proposed change. The Customer may cancel the service within 60 days of receiving notice of the change by providing written notice of such cancellation. If Provider does not receive notice of cancellation within the 30 day period, the Customer will have irrevocably waived its right to cancel the agreement for that particular change in Provider's Service terms or charges for its Services.

**AUTHORIZED USERS.** The right to use the Service is expressly limited to authorized users and is non-transferable. Authorized users include Customer and, if an individual, the Customer's spouse and dependents. If Customer is a business, authorized users include each of the Customer's affiliates, its personnel and other authorized persons and entities. Customer agrees to provide a copy of the Agreement to each such additional authorized users and to monitor and require the users' strict compliance.

**SERVICE WARRANTIES.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE INTERNET. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED BY THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE CAN BE NO ASSURANCE THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER UNDERSTANDS FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO CUSTOMER. CUSTOMER ACCESSES SUCH MATERIALS AT CUSTOMER'S OWN RISK. PROVIDER HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

Neither party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, inability to secure materials, labor or transportation upon reasonable commercial terms, acts or omission of common carriers or warehousemen, or any other causes beyond their reasonable control.

Subject to the foregoing qualifications and the other terms of this Agreement, Provider agrees that its employees, agents and subcontractors will perform all Services provided under this Agreement (including, without limitation, those pertaining to access to and use of the Internet) in a good and workmanlike manner, in accordance with this Agreement and in material compliance with prevailing industry standards applicable to the Services.

Upon oral or written notice from Customer that any of the Services performed by Provider fail to conform to any of the above-specified warranties, Provider will, at no additional cost to Customer, take reasonable actions under the circumstances to remedy the failure so that the Service conforms to those warranties. If Provider is unable to remedy the failure within thirty (30) days following notice thereof, either party may terminate this Agreement. In addition to the right to terminate the Agreement, the Customer's sole other remedy for breach of Provider's warranty shall be the right, upon request, to the refund or credit of up to one (1) month's usage charges for the Services for any period in which the Service is unusable by Customer due to a failure of Provider's warranty.

UNDER NO CIRCUMSTANCES SHALL PROVIDER OR ITS PARENT COMPANIES, SUBSIDIARIES OR OTHER AFFILIATED COMPANIES (COLLECTIVELY 'AFFILIATES') BE LIABLE UNDER CONTRACT, TORT, OR OTHERWISE, FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT AND ITS PERFORMANCE OR NON-PERFORMANCE OR THAT RESULT IN ANY WAY FROM CUSTOMER'S USE OF OR IN THE ABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATIONS, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

## ACCEPTABLE USE POLICY

Customer agrees to comply with the rules of the Service and the appropriate rules for other networks or services connected directly or indirectly to the Service, including Acceptable Use Policies, as provided by Provider to Customer, established for the Internet as a whole. The Service may only be used for lawful purposes for Customer individual use. Customer further agrees not to:

1. Resell the Services or otherwise permit the use of the Services by any unauthorized users;
2. Restrict or inhibit any other user from using and enjoying the Internet;
3. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
4. Post or transmit any information or software, which contains a virus, cancelbot, trojan horse, worm or other harmful component;
5. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purpose (other than expressly permitted by the Provider of such information, software or other material);
6. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or other owner of such rights.

Provider has no obligation to monitor the service. However, Customer agrees that Provider has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Provider will not intentionally monitor or disclose any private electronic-mail message, except as stated above. Provider reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

PARENTAL CONTROL PROTECTIONS. THE CUSTOMER IS HEREBY ADVISED THAT PARENTAL CONTROL PROTECTIONS (SUCH AS COMPUTER HARDWARE, SOFTWARE, OR FILTERING SERVICES) ARE COMMERCIALY AVAILABLE WHICH MAY ASSIST THE CUSTOMER IN LIMITING ACCESS TO MATERIAL THAT IS HARMFUL TO MINORS. THE PROVIDER DOES NOT ENDORSE ANY ONE SUCH APPLICATION, HARDWARE OR SERVICE. HOWEVER, INFORMATION IDENTIFYING CURRENT PROVIDERS OF SUCH PROTECTIONS IS AVAILABLE AT MOST COMPUTER SOFTWARE RETAILERS AND CAN BE LOCATED THROUGH A NUMBER OF WEB-SITES INCLUDING THE FOLLOWING:

<http://www.netparents.org/parentstips/browsers.html>

<http://www.tispa.org/kinnaman/filtering.htm>

MISCELLANEOUS. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Either party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. This Agreement shall be governed by and

construed in accordance with the laws of the State of Texas without regard to its conflicts of law provisions. The parties agree that the proper venue and jurisdiction for any cause of action relating to the Agreement will be in Rusk County, Texas. This Agreement constitutes the entire agreement between Customer and Provider with respect to the Service.