

## **Troy City Internet Exchange, Inc.**

### **dba Meganet Communications**

This agreement is between Troy City Internet Exchange, Inc. (Meganet) of 315 Pleasant Street, Fall River, Massachusetts, and those using its services (Client). Use of Meganet services by Client indicates Client's understanding of, and agreement to the terms defined herein. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**Services.** Client is responsible for installing and configuring any software that will be used in conjunction with Meganet dial-in services. Client is responsible for providing all computer equipment, modems, telephone lines and telephone services necessary to access Meganet services. It is the client's responsibility to choose a local access number, in the event a local access number is not available or not used the client is responsible for any and all long-distance charges. Meganet reserves the right to perform maintenance procedures, without prior notice, on any day between the hours of 1am and 7am. Such procedures may cause any or all Meganet services to be inaccessible.

**Use of Services.** Provision of network services without prior written consent, including, but not limited to, web services and ftp via a Meganet dialup account is strictly prohibited and may result in account termination. "Spamming", or unsolicited or inappropriate emailing to persons, entities, or Usenet newsgroups is expressly prohibited, and may result in suspension or termination of Client's account. The use of unsolicited email, regardless of origin, to promote a Meganet-hosted (or Client-hosted) website or service is likewise expressly prohibited, and may result in termination of Client's account. Any account used to send unsolicited email will be assessed a fee equal to the greater of a) \$10 per complaint received, or b) \$0.30 per recipient of the unsolicited message. Client is responsible for maintaining backups of any data stored on Meganet-owned equipment. Meganet shall not be held liable for any losses resulting from loss of customer data.

**Billing.** Payment for Meganet services may be made by check, money order, or credit card. Recurring charges billed, via email, on or about the 15th calendar day of the month for the following month's services. Payments are due and receivable by the 1st calendar day of the month of service. Any account that remains unpaid for 15 days is subject to suspension until all outstanding balances have been paid in full. Accounts remaining unpaid for 60 days are subject to cancellation without notice. Accounts with returned payments and/or unpaid fees are subject to immediate cancellation. Re-activation of canceled accounts requires payment in full of all outstanding invoices, payment of an administrative set-up fee equal to that of the new-user set-up fee, and the provision of a valid credit card to be charged for all future billing. Termination of account does not remove Client's responsibility to pay all fees incurred up to the date of account termination. Client will assume financial responsibility for all fees related to the collection of Client's debt to Meganet, including, but not limited to, legal fees and payments to collection agencies. Returned checks are subject to a service charge of \$25.00, and will result in the requirement that all future payments be made by money order or credit card. Client agrees to notify Meganet of any changes in billing address, phone number, and credit card information. Credits and monthly billings will be prorated based upon two 15-day billing cycles for each month when accounts are cancelled. All accounts terminated before the end of their contract are liable for, 100% of all Telco circuits cost, 75% of all Meganet monthly costs. Telco charges are only due if Telco charges are paid directly to Meganet, all customer ordered circuits are the responsibility of the Customer.

**Termination, Rate Changes, Notification.** Meganet reserves the right to terminate any and all services, accounts, and connections without prior notification for any reason. Meganet reserves the right to delete all data, files, or other information stored in Client's account if account is terminated for any reason, either by Meganet or by Client. If Client wishes to discontinue service, Meganet will, upon written request from Client, issue a prorated refund for

the number of unused days of service for which payment has been received. Refund of any prepaid fees will be prorated based on fees in effect at the time of cancellation. Cancellation of prepaid yearly accounts will negate any discounts offered in conjunction with such accounts, and refunds will be issued accordingly, with used services billed at the standard monthly fee in effect at the time of cancellation. Accounts terminated for violation of this agreement will not be eligible for a refund.

All commercial dedicated Internet access services require 30-day written notification for cancellation. Clients under a signed term contract must provide written notification 30 days prior to the anniversary date of the current agreement term. Clients on month-to-month service agreements will remain under agreement for 30 calendar days after written notification is provided and confirmed by Meganet Communications. All equipment provided by and owned by Meganet Communications must be returned in full working order within 10 calendar days after the final date of service. Clients will be charged full replacement price for any equipment not returned within the given timeframe or returned in non-working order.

Meganet reserves the right to make changes and/or amendments to any or all parts of this agreement without prior notice to Client. Meganet will post all pricing and policy changes to the Meganet home page at <http://www.meganet.net/>. Use of Meganet services after the posting date of said changes constitutes Client's acceptance of the new terms and conditions. If Client does not agree to the new terms and conditions, Client may terminate services in accordance with this agreement.

**Support / Warranty.** Meganet services are provided "as is" and Meganet makes no warranties, expressed or implied, with respect to the merchantability, fitness, or reliability of the services provided by Meganet, its subcontractors, or affiliates. Meganet shall not be held liable for damages or losses suffered by Client, direct or indirect, incidental, consequential, exemplary or special, including, but not limited to loss of data, non-delivery, mis-delivery, service interruptions, and accidental or intentional deletion, regardless of cause or fault.

**Minors / Consent.** Use of Meganet services constitutes Client's acknowledgment and agreement that Meganet is responsible only for provision of the connection allowing access to the Internet, and that Meganet is not responsible for Internet content other than that contained in Meganet's own web site. Some Internet content may not be suitable for all viewers. Client agrees to view Internet content at their own discretion, and that Meganet is not responsible for and does not guarantee the accuracy, truthfulness, or completeness of any information provided through the Internet or Meganet services.

Minors are expected to use Meganet services only with the permission of a parent or legal guardian. Meganet shall not be held responsible for the actions of a minor using a legitimate account, or for the use of information obtained through Meganet services by a minor.

**Resale of Meganet Services.** Resale or redistribution of Meganet services is expressly prohibited. Meganet may permit Client to provide Internet services to third parties only under an exclusive written agreement between Meganet and Client.

**General Provisions / State and Federal Laws.** Transmission of information which violates any laws, state, federal, or otherwise, is expressly prohibited. Information prohibited from transmission may include, but is not limited to, copyrighted information, trade secrets, and images or information legally judged to be obscene or threatening. Meganet, at its sole discretion and without repercussion, may edit, limit, or delete any information provided by or through Meganet services which in Meganet's good faith and judgment may violate this agreement.

Meganet may choose not to enforce any stipulation of this agreement. Meganet's failure to enforce any stipulation in this agreement shall not limit or waive Meganet's right to subsequently enforce any and all stipulations between Meganet and Client.

If any provision of this agreement is deemed, by a court of appropriate jurisdiction, to be unenforceable, the remaining provisions shall remain in full force.