

Internet Terms and Conditions



Indemnity

You agree to indemnify and hold OneSource harmless from all claims, losses, liens, expenses, suits and attorneys' fees ("Liabilities") for injuries to or death of any person and for damages to or loss of any property which may in any way arise out of or result from or in connection with your use of the Service, except to the extent that such Liabilities arise from the intentional misconduct of OneSource. You agree to indemnify OneSource, its parent, affiliates and subsidiaries, in the event that your use of the Service and/or Software; (i) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent or deceptive, (iii) is intended to threaten, harass or intimidate, or (iv) interferes with other customers' use or enjoyment of the Services provided by OneSource.

Compatibility

You are solely responsible for provisioning, configuration and maintenance of all equipment on your premises, including, without limitation, computers and other communications equipment. OneSource shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment.

Customer Support

OneSource will not be responsible for providing assistance in the configuration of your LAN and will not support the installation or ongoing management of a customer premise router with your Internet Access service. You will be responsible for payment of service charges for visits by OneSource or its subcontractors to your premises when a service request results from causes not attributable to OneSource or its subcontractors.

Acceptable Use Policy

You agree to comply with all Federal and State regulations, the rules, regulations and policies adopted by OneSource, as modified from time to time; and the rules, regulations and policies applicable to any network that you access through the Service. Nothing contained in this Acceptable Use Policy (AUP) may be construed to convey to you any interest, title, or license in the user ID, electronic mail address, Universal Resource Locator, IP Address or domain name used by you in connection with the Service. Prohibited uses include, but are not limited to, using the Service, Customer Equipment or the OneSource Equipment to: (i) use the service in a manner that violates any law, regulation or tariff (including, without limitation, copyright or intellectual property laws); (ii) use the service in a manner that is defamatory, fraudulent, obscene or deceptive; (iii) use the service in a manner that is intended to threaten, harass or intimidate; (iv) use the service in a manner that tends to damage the name or reputation of OneSource, its parent, affiliates or

subsidiaries; (v) use the service in a manner that interferes with other customers' use and enjoyment of the Services provided by OneSource; (vi) attempt to break security or to access an account which does not belong to you; (vii) resell the Service or otherwise make the Service available to any other party who may otherwise purchase Internet service from OneSource (through wi-fi or other methods of networking, for example), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for your residential or commercial use only and you agree not to use the Service for operation as an Internet Service Provider; (viii) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests and petitions for signatures. Note: OneSource Communications reserves the right to immediately terminate the Service, or to suspend or terminate any user ID, electronic mail address, Universal Resource Locator or domain name used by you and terminate the Agreement if (i) you engage in any of the prohibited activities listed in this AUP; (ii) you use the OneSource Equipment or Service in a way which is contrary to OneSource policies or any OneSource supplier's policies; (iii) you fail to immediately notify OneSource of any unauthorized use of your account. In addition, you must strictly adhere to any policy set forth by another service provider accessed through the Service.

Security

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or other party with access to your Service account. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. OneSource recommends against enabling file or printer sharing. Any files or devices you choose to make available for shared access on a home or office LAN, for example, should be protected with a strong password or as otherwise appropriate.

Force Majeure

OneSource shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, Acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this Section by the acts or omissions of OneSource's subcontractors, vendors

or suppliers unless such acts or omissions are themselves the product of a force majeure condition described in this Section.

Cancellations, Terminations and Assignments

You may terminate the Service upon notification to OneSource by contacting our Customer Service Department at 817-745-3000 or 1-877-210-3007. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes OneSource to believe that this Agreement and/or the Services provided hereunder, may be in conflict with such rules, regulations and orders, OneSource may suspend or terminate the Service, or terminate this Agreement, without liability. In the event a OneSource subcontractor for the Service stops providing the Service to OneSource for any reason, OneSource shall have forty-five calendar days to arrange for a reasonably comparable service. If OneSource cannot arrange for reasonably comparable Service either you or OneSource may thereafter terminate this Agreement without liability. If you fail to pay any charge when due, including, but not limited to, installation charges or taxes, or if you fail to perform or observe any other material term or condition of this Agreement, or if you provide false or inaccurate information which is required for the provision of the Service or is necessary to allow OneSource to bill you for the Service, and such condition continues unremedied for thirty days, you shall be in default and OneSource may suspend or terminate the Service. You may not assign your account or the Service to anyone without the express written consent of OneSource. Upon reasonable notice, OneSource may assign its rights and obligation under this Agreement.

Participant Disclosure

OneSource will disclose your personally identifiable information if required to do so by law or legal process. OneSource also reserves the right to disclose such information, at its sole discretion, following or to prevent an actual or apparent violation of law or regulation, or in other exceptional circumstances.

General

Except as otherwise specified herein, this Agreement, and the provision of the Service, may be terminated at any time by either party upon written notice to the other. This Agreement shall be construed in accordance with the Laws of the State of Texas. You will provide OneSource and its subcontractors reasonable access to your premises in order to install, maintain and repair the Service. Provision of Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities.

Enforceability and Survivability

If any portion of these Terms and Conditions is determined to be illegal or unenforceable, then the remainder of such Terms and Conditions shall be given full force and effect. The provisions of these Terms and Conditions shall survive termination, amendment or expiration of this Agreement.