INTERNET SERVICE USAGE AGREEMENT

Use of the Internet service offered by TEC constitutes acceptance of the terms and conditions identified below. Any unlawful use of our service may result in immediate termination of your service without prior notification.

1. Internet Content and Use

Use of any information obtained via this Internet service is at your own risk. Company specifically denies responsibility for the accuracy or the quality of the information obtained through its service.

Company, by providing Internet service exercises no control whatsoever over the content of the information passing through it and you are forewarned that some information you receive may be offensive or, on occasion, obscene. If you are offended by certain language or expression of certain ideas, then by subscribing to this service you acknowledge that you have read this warning and will not hold Company, its holding company, affiliates, employees, officers, directors or suppliers responsible for any language, thoughts, discussions or graphics which may be part of information viewed by you on the Internet system. You are warned that it is illegal and against Company's policy for any person under the age of 18 years to view, load, or in any other way access adult material (graphics, audio or text).

2. Lawful Use of Service

This Internet service may only be used for lawful purposes. Transmissions of any material in violation of a US or state law, rule or regulation is prohibited. This includes, but is not limited to: Copyrighted material, material legally judged to be obscene by local community standards, material protected by trade secret, and false, harassing or threatening statements. Any activity, action or email from any subscriber that triggers large amounts of complaints, hatemail, service attacks or blocks on our Domains is prohibited. You agree to indemnify and hold harmless Company, its affiliates, employees, officers, directors and suppliers from any claims resulting from your use of the service, which damages you or another party.

Company reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity. You agree to hold Company, its affiliates, employees, officers, directors or suppliers harmless from, and to indemnify Company, its affiliates, employees, officers, directors or suppliers for, any damages resulting from our cooperation with law enforcement agencies.

3. Invoicing and Billing

Company will bill for Internet service on a monthly basis. Payments are due when the bill is rendered and are payable at any payment center designated by Company. Returned checks are subject to a $30.00 fee. If payment in full is not received by the next bill date, the account will be considered in default and service may be terminated. If your account is disconnected for any cause, you will be charged the normal connection charge at the time you choose to be reconnected.

4. Termination of Service

Service may be canceled by either party, in writing, at any time. Written notification can be provided by Email or written letter.

5. Rates, Terms and Services

Company reserves the right to change the rates. If you do not request your service to be terminated before the next billing date, it will be conclusively presumed that you consent to the rates as notified.

Company reserves the right to change, without prior notice, our service, including, but not limited to access procedures, hours of operation, menu structures, web pages, commands, documentation, software, vendors, types of hardware, support, and other services and procedures.

6. Service Warranty

Company cannot and does not guarantee your ability to access all or part of the Internet at all times, and is in no way liable for your inability to access any or all of the Internet at any given time or for any transactions that cannot be completed as a result of your inability to access any or all of the Internet.

Software provided by Company for accessing the Internet is provided asis. Company makes no warranties of any kind, whether expressed or implied, for the software it is providing. Due to the complex nature of computer operating systems and software and the fact that Company has no knowledge or control over the operational state of a subscriber's computer, Company is not liable and subscriber agrees to hold us harmless from any damages or erratic operation or non operational status of the subscriber computer after installing our software.

7. SPAM Guidelines

Company provides an optional Junk Email (SPAM) filtering service. It is designed to help subscribers control the amount of unwanted email reaching their mailboxes. Company disclaims all warranties either expressed or implied as to warranty of merchantability or fitness for a particular purpose. Company also makes no claims as to the completeness or accuracy of the filtering process.

Company prohibits users from "SPAM"ing, which includes the following, or any other actions that Company, in its sole discretion believes to be harmful to itself, its other subscribers or the Internet generally:

- To post a single article or advertisement on an excessive number of Usenet or other newsgroups, forums, or e-mail mailing lists;
- To post to any Usenet, newsgroup, forum, or e-mail mailing list, articles which are off-topic according to the charter or description of the group or list;
- To send large amounts of unsolicited or unwanted e-mail;
- To engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Company account or re-mailer, or using a Company account as a maildrop for responses; and/or
- To falsify user information, including the falsification of e-mail addresses, provided to Company or to other users of the service in connection with use of Company's service.

Engaging in one or more of these practices may result in:

- Dropping of mail messages that do not contain the proper and necessary information;
- Termination of the offender's account and/or access to Internet services without prior notice;
- Informing the appropriate legal authorities of the offender's actions upon receipt of appropriate subpoena or other request; and/or
- Billing the offender for Company's resources consumed, including bandwidth, CPU cycles, administration labor, or downtime.

8. General Use of Service

The dial-up plans are NOT Dedicated Access accounts. They are not intended to be used 24 hours a day. Accounts will be automatically disconnected after 15 minutes of inactivity. Any process which would cause it to appear that there is activity when a user is not present is disallowed. Sessions on the standard dialup accounts which exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. In the event Company determines that an account is exceeding the relevant bandwidth or disk utilization or frequently exceeding reasonable session times for dialup accounts, the owner may be requested to upgrade to an appropriate service plan or to modify the activity creating the excess use, or the account may be terminated.

The resale or redistribution of this service or any other associated services by any and all means is strictly prohibited unless approved in advance in writing by Company.

Running of Servers of any kind on this service is prohibited unless your service plan specifically allows this type of activity. If you are found to be running a server or redistributing a service, you will be asked to remove it and/or cease distribution. If you fail to comply with the request or you remove/cease distribution or running of server and then reinstate it, your account will be terminated without recourse or refund.

9. IP Addresses

All IP addresses remain under the control of Company. They are not portable and do not belong to any subscriber and may be changed at any time by Company.

10. Internet Security

You are responsible for the protection of your account, data and equipment. You are advised that the Internet is not a secure system. Data can be and often is, viewed by third parties. Company specifically denies any responsibility for the security of your account, the data stored in Company's facilities, any equipment using your account or data stored on your equipment. Company notifies you that maintenance backups may remain in Company's facilities or our supplier's facilities and could be subject to seizure by law.

You agree not to use the service to knowingly post or transmit any message or data that may harm or interfere with the operation of another computer, or to access or attempt to access another computer, database, or equipment without the owner's permission.

You also agree to hold Company, its affiliates, employees, officers, directors or suppliers harmless from, and to indemnify Company, its affiliates, employees, officers, directors or suppliers for, any damages resulting from any viruses or harmful programs introduced by you into the Internet or Company's systems and from any unauthorized access by you into the Internet or Company's systems.

11. Privacy

Company is committed to protecting the privacy of your information that it collects. Company collects information required to bill your account, information required to provide you service, and information required to monitor the performance of our systems. Company does not disclose any of your personally identifiable information such as but not limited to email name, email messages, billing address or usage information to any third parties except as required to provide you service and by legal or law enforcement directives. Company may use your information to inform you of new products, service changes and other information related to service offered by Company.

12. Copyright

Company's services will enable subscribers to access Content that is protect by copyrights, trademarks, intellectual property rights, and other proprietary rights ("Rights") of independent third parties who make such Content available on the Internet. As a subscriber, you agree not to upload, post or transmit Content that is subject to another party's Rights without the other party's express permission. Such uploading, posting or transmitting will result in termination of your account and possible civil or criminal liability.

If you believe your work has been unlawfully copied and is accessible via Company's services, you may provide notice to Company's designated copyright agent. The notice must include: (1) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; (2) a description of the copyrighted work that has allegedly been infringed, including the location (i.e., web site address) of such copyrighted work; (3) a description of the allegedly infringing material and the location (i.e., web site address) of such material; (4) your address, telephone number and e-mail address; (5) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the copyright owner.

Company's Designated Agent to Receive Notification of Claimed Infringement is:

Mr. John Cole
Telephone Electronics Corporation
236 East Capitol Street
Jackson, MS 39201
Tel: 731-677-9000
Email: copyright@tec.com

Any subscriber that receives notice from Company that it has allegedly engaged in copyright infringement may submit a written counter notice to Company. This counter notice must contain:

(1) the subscriber's physical or electronic signature;

(2) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

(3) a statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled due to a mistake or misidentification of the material to be removed or disabled; and

(4) the subscriber's name, address and telephone number along with a statement that the subscriber consents to jurisdiction in the Federal District Court of the judicial district in which the subscriber's physical address is located and that the subscriber will accept service of process from either the person who provided the notice of claimed infringement to Company or an agent of that person.

13. Complete Agreement

The foregoing terms and conditions represent the complete agreement between Company and you with respect to your use of Company's Internet service. Company may modify these terms and conditions or impose new terms and conditions at any time. Upon modifying or adding terms and conditions, Company will either post any revised terms and conditions on its web site or send them to all subscribers at their registered email address. Any use of this service following notification of such changes shall be deemed your acceptance of such changes. If you do not accept the changes, your sole remedy is to terminate your service in accordance with the procedures described in paragraph four above. These Terms and Conditions supersede all previous representations, understandings or agreements.