

FTC INTERNET SERVICES

TERMS AND CONDITIONS

ACCEPTABLE USE POLICY:

1. INTRODUCTION

FTC's Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of FTC's Internet services (the "Services") - those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Subscribers") - must comply with this Policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary web sites. In accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. FTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this Policy may result in the suspension or termination of either your access to the Services and/or your FTC account or other actions as detailed in Section 3. This Policy should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF FTC'S ACCEPTABLE USE POLICY

The following constitute violations of this Policy:

- a. Illegal use.** Using FTC's Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder. Customer agrees to use the service in a manner consistent with any and all applicable laws.
- b. Harm to Minors.** Using FTC's Services to harm, or attempt to harm, minors in any way.
- c. Threats.** Using FTC's Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment.** Using FTC's Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent Activity.** Using FTC's Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of scam.
- f. Forgery or Impersonation.** Adding, removing, or modifying identifying network header information in any effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

g. Unsolicited Commercial E-mail/Unsolicited Bulk E-mail. Using FTC's Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited. Use of FTC's Services for any unsolicited advertising is prohibited. FTC reserves the right to notify all customers via e-mail relative to service enhancements and service interruptions for maintenance purposes.

h. Unauthorized Access. Using FTC's Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of FTC's information or property.

i. Copyright or Trademark Infringement. You may not infringe, publish, submit, copy, upload, download, post, transmit, reproduce, or distribute software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless You own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service. **Service Provider assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain or may otherwise be used by you for such purposes.** FTC is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of Personal Data. Using FTC's Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the Services. Reselling FTC's Services without FTC's authorization.

l. Network Disruptions and Unfriendly Activity. Using FTC's Services for any activity which has adversely affected or may adversely affect the ability of other people or systems to use FTC Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. Multiple Logins. Unauthorized multiple logins.

n. Exceeding Web Site Size and Traffic Limitations. All FTC's Subscribers receive free web space for use with their FTC Internet access account. The site may become unavailable at FTC's discretion if the used space is excessive or being abused. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools.

o. Mailbox Size and E-mail Left on Server. Customer's FTC e-mail account and all related contents will be archived after twelve (12) months of inactivity and deleted after eighteen (18) months of inactivity. FTC May delete any message from Customer's server-side Trash or Deleted Items folder after ninety (90) days.

p. Password. Use of a compromised password.

q. Harmful Activity. Any activity deemed harmful by FTC.

3. REPORTING VIOLATIONS OF FTC'S ACCEPTABLE USE POLICY

FTC requests that anyone who believes there is a violation of any portion of this Policy direct the information to Abuse Department, at: abuse@FTC-I.net. If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation including the time zone or offset from UTC
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

FTC may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Subscriber's account
- terminate the Subscriber's account
- bill the Subscriber for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

FTC reserves the right to revise, amend, or modify this Policy, our Internet Service Agreement, and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

INTERNET SERVICE AGREEMENT:

Read This Internet Service Agreement Carefully Before Using Our Internet Services.

1. INTRODUCTION

FTC provides its Internet services, as they may exist from time to time, to users who pay a monthly service fee to subscribe to the services ("Subscribers," "You," "Your," "Customer") as well as to those who access some of our services but do not have accounts ("Visitors"). By establishing an account or using the services, you agree to be bound by this Agreement and to use the services in compliance with this Agreement, our Acceptable Use Policy, and other policies. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the services and if you are a current Subscriber, you must terminate your use of the services under Section 12.

2. AUTHORIZED USER AND RESPONSIBILITIES

You acknowledge that you are eighteen (18) years of age or older and that You have the legal authority to enter into this Agreement. You agree promptly to notify Service Provider whenever Your personal or billing information changes.

You are responsible for all use of Your Service and account, whether by You or someone using Your account with or without your permission, including all secondary or sub-accounts associated with Your primary account, and You agree to pay for all activity associated with Your account. You agree to comply with all applicable laws, regulations, and rules regarding Your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).

3. PRICING, BILLING, CHANGES TO SERVICE PLANS, PAYMENT

You agree to pay the monthly fees applicable to your Service, and to pay: a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) lease charges, j) ETFs, and k) other recurring and nonrecurring charges. The taxes, fees and other charges detailed in a)-d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law but are set by us and may change. You also agree to pay any additional charges or fees applied to Your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees, lease charges, and equipment charges will be included in your first bill. Monthly Service recurring charges will be billed one month in advance; any usage charges will be billed in arrears.

Customer shall be liable for the un-depreciated list price for any unreturned Equipment. Service Provider will repair or replace any damaged Equipment (e.g., Internet modem) at no cost to You; however, Service Provider reserves the right to charge You for the un-depreciated list price of the Equipment, not repair the Equipment, or terminate the Service for damaged Equipment that is caused, in Service Provider's sole determination, by the intentional or repeated careless or negligent acts or omissions of You or a third party.

Any Equipment received may be new, repaired, or refurbished. Shipping charges will be incurred by You for the mailing of damaged Equipment, Equipment needing repair, or when returning Equipment, unless Service Provider provides You with a pre-paid shipping label. If installation of Equipment is completed by Service Provider, an installation charge will also apply to You, unless otherwise agreed to by Service Provider or waived as part of a promotion or plan. Based on Your election and subject to our approval, Service Provider or its agent will bill you directly, or bill Your charge card or local Service Provider telephone bill (where available). IF YOU ELECT TO BE BILLED ON YOUR SERVICE PROVIDER PHONE BILL, BY USING THE SERVICE YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL.

Billing for broadband service will automatically begin on the date provisioning of Your broadband service is complete ("Service Ready Date").

Upon cancellation of Service, Customer must return the modem within thirty (30) days.

We may, at our election, waive any fees or charges. If You wish to cancel Your Service, You may do so by calling Service Provider at 1-888-218-5050.

Bundle Discounts. Some plans may offer a discount on the Service if You sign up for other services ("Bundle Discount"). You agree to maintain your Service and any bundled services for the applicable term of the Term Plan or Bundle Discount, as applicable.

Pricing for Bundle Discounts. If You signed up for a Bundle Discount, the price under the applicable plans is valid until one of the following events occurs, at which time the price of your Service may revert to the then-existing price for such Service: (1) the term of Your plan expires; (2) You change your current Service address to another Service address; (3) You drop one of the services that you were required to purchase to receive the special rate; or (4) Service Provider exercises a right under this Agreement to terminate Your account's (or any associated sub account's) use of the Service.

Suspension or Discontinuation of Service for Nonpayment. We may suspend or discontinue Service without notice if You fail to make payment when due for either telephone or Internet Service charges, or if Your payment method (i.e., personal check, credit or debit card) is refused for any reason. If Your Service is suspended or discontinued for non-payment, we may charge you a reconnection fee to resume Service.

Late Fees. If any portion of Your bill is not paid by the due date, we may charge You a late fee on unpaid balances and may also terminate or suspend your Service without notice. If Your charges are billed by Your Service Provider local exchange carrier, the late fee will be equal to the late payment charge that the local exchange carrier applies. Otherwise, the late fee will be the lesser of 1.5 % per month, or the highest rate permitted by law. If we use a collection agency or legal action to recover monies due, You agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

Deposits. We may require that You provide us with a refundable deposit ("Customer Deposit") prior to the provision of Service. We may also require an additional deposit after activation of the Service if You fail to pay any amounts when due. Within ninety (90) days of termination of service, we shall return a sum equal to the Customer Deposit, without interest unless otherwise required by law, minus any amounts due on your account including, without limitation, any amounts owed to us for unreturned or damaged equipment, if applicable. If You fail to pay for the Service when due, we may use the deposit to satisfy amounts due without giving you notice.

FTC reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

4. SUBSCRIBER'S ACCOUNT, PASSWORD, AND SECURITY

Upon registration, Subscribers receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your FTC account and must comply with this Agreement. You must keep your password confidential so that no one else may access the services through your account. You must notify FTC immediately upon discovering that your password has been lost, stolen, or otherwise compromised. The use of a compromised password is strictly prohibited. Usernames, passwords, and email addresses are FTC's property and FTC may alter or replace them at any time. The benefits or rights conferred are non-transferable. Use of FTC's service is expressly limited to Customer and Customer's immediate family or direct employees. Account sharing is strictly prohibited and shall be cause for immediate termination of service.

5. MONITORING THE SERVICES

FTC has no obligation to monitor the services, but may do so and disclose information regarding use of the services for any reason if FTC, in its sole discretion, believes it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the services properly; or protect itself and its Subscribers. FTC may immediately remove your material or information from FTC's servers, in whole or in part, which FTC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

6. NETWORK MANAGEMENT AND TESTING

The company uses reasonable network management and test practices that are consistent with industry standards. In addition, FTC is required by the FCC to test a random set of customers for speed and latency periodically during the year. By using this service, the customer agrees to allow FTC to perform these tests. FTC tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

FTC makes every effort to support advertised speeds and will dispatch repair technicians to customer sites to perform speed tests as needed to troubleshoot and resolve speed and application performance caused by FTC's network. FTC measures availability, latency, and aggregate utilization on the network and strives to meet internal service level targets. FTC is also required by the FCC to test a random set of customers for speed and latency periodically during the year. This transparency statement discloses that FTC will perform these tests. If additional equipment is required for a selected customer for this testing, FTC will contact the customer to schedule installation of that equipment.

7. IP ADDRESSES

The Service is provided with a dynamic Internet Protocol ("IP") address, a static IP address, multiple static IP address service (as applicable), or a privately managed IP address utilizing CGN (Carrier Grade NAT) technology at Service Provider's sole discretion. Static IP addresses are not available with all speeds. The dynamic IP address is a single Internet address intended for use with a single account and any associated sub accounts. The static IP address or multiple static IP address is intended for use with a single computer or a network of computer/servers. You may not use the Service in a manner that is inconsistent with these intended uses.

8. SOFTWARE LICENSES AND THIRD-PARTY SERVICES

If You subscribe to or otherwise use any third-party services offered by Service Provider, Your use of such services is subject to the EULA of that third-party provider. Violation of those terms may, in our sole discretion, result in the termination of Your Service.

9. MANAGEMENT OF YOUR DATA AND COMPUTER

Your Responsibilities Regarding Management of Your Computer and Data. You are solely responsible for obtaining, maintaining, and updating all equipment and software necessary to use the Service, and for management of Your information, including but not limited to back-up and restoration of Your data.

YOU AGREE THAT SERVICE PROVIDER IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON SERVICE PROVIDER'S OR ANY THIRD PARTY'S SERVERS.

Content and Data Management by Service Provider: We do not guarantee the protection of Your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration, or improper access.

Your Responsibilities Regarding Security. Unless otherwise prohibited by law, You agree that You are solely responsible for maintaining the security of Your computer(s) and data, including without limitation, encryption of data and protection of Your User ID, password, and personal and other data. You agree to keep confidential all passwords, IP addresses, and computer names and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your password, account, or IP address. You agree to immediately notify Service Provider if You suspect any breach of security such as loss, theft, public use or unauthorized disclosure or use of Your account or sub account, or password. There is a risk that other users may attempt to access Your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and You agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

WE STRONGLY RECOMMEND THE USE (AND APPROPRIATELY UPDATED) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. IT IS ALSO YOUR RESPONSIBILITY TO SECURE YOUR NETWORK.

10. LIMITATIONS ON USE OF THE SERVICE.

You acknowledge and agree that Service Provider (a) is not responsible for invalid destinations, transmission errors, or the corruption of Your data; and (b) does not guarantee Your ability to access all websites, servers, or other facilities or that the Service is secure or will meet Your needs.

You acknowledge that the Service will allow access to information which may be sexually explicit, obscene, or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is Your responsibility and that we are not responsible for access by You or any other users to objectionable or offensive content. WE STRONGLY RECOMMEND THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

You understand and agree that if You enter an incomplete or inaccurate web address, instead of providing only an error message, Service Provider will automatically search for similar or related terms and present You with suggested sites You may want to reach. Service Provider and our partners do not retain this information, nor do we retain Your information for any other purpose.

You agree that Service Provider assumes no responsibility for the accuracy, integrity, quality, completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that Service Provider does not endorse any advice or opinion contained therein, whether or not Service

Provider provides such service(s). Service Provider does not monitor or control such services, although we reserve the right to do so.

You represent that when you transmit, upload, post or submit any content, images or data using the Service You have the legal right to do so and that Your use of such data or content does not violate the copyright or trademark laws or any other third-party rights.

Websites linked to or from the Service are not reviewed, controlled, or examined by Service Provider and you acknowledge and agree that we are not responsible for any losses you incur or claims you may have against the owner of third-party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by Service Provider.

11. TERM OF AGREEMENT

Use of the services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the services and, if you are a Subscriber, to terminate your account.

12. TERMINATION OR SUSPENSION OF SERVICE

Month-to-Month Accounts for Broadband Service. If You are a month-to-month customer, either You or Service Provider may terminate service at any time by giving notice. Activation or set-up fees paid at the initiation of Your Service, if any, are not refundable.

Broadband Service Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR BROADBAND SERVICE IS TERMINATED BY YOU OR BY SERVICE PROVIDER BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY US THE EARLY TERMINATION FEE AS SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at Your location, Your existing Term Plan cannot be carried over to a new Service location unless otherwise authorized by the service provider.

Termination and/or Suspension by Service Provider. Service Provider reserves the right to change, limit, terminate, modify, or temporarily or permanently cease providing the Service or any part of them with or without prior notice in accordance with the Agreement or if You violate any terms of the Agreement. If Service Provider terminates Your Service, You must immediately stop using the Service and you will be responsible for all applicable fees and/or Equipment charges. If Your Service is reconnected, a reconnection fee may apply.

Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, WE HAVE THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK, AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

Return of Equipment upon Termination. If Your Service is terminated for any reason and you received Equipment at no charge from Service Provider, You must return the Equipment to Service Provider, or You will be charged for the Equipment.

13. JURISDICTION

This Agreement is governed by South Carolina law without regard to conflict of law provisions. The federal and state courts located in South Carolina alone have jurisdiction over all disputes arising out of or related to this Agreement and the services. You consent to the personal jurisdiction of such courts sitting in South Carolina with respect to such matters or otherwise between you and FTC and waive your rights to removal or consent to removal.

14. WARRANTIES AND LIMITATIONS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY SERVICE PROVIDER (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), SERVICE PROVIDER (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE “SERVICE PROVIDER PARTIES”), THEIR THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON- INFRINGEMENT, NON- INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY SERVICE PROVIDER OR THEIR REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

SERVICE PROVIDER DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF WE HAVE ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELECOMMUNICATIONS LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR SERVICE PROVIDER SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY EQUIPMENT PROVIDED BY SERVICE PROVIDER).

SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY SERVICE PROVIDER WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. SERVICE PROVIDER SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICE REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE AND/OR

SOFTWARE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SERVICE PROVIDER OR THROUGH OR FROM THE SERVICE AND/OR SOFTWARE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

IN NO EVENT SHALL SERVICE PROVIDER OR SERVICE PROVIDER'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

THE LIABILITY OF SERVICE PROVIDER, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 14 ALSO APPLY TO SERVICE PROVIDER'S THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT.

THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

15. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Service Provider from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from Your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws, regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

16. NOTICES

Notices required under this Agreement by You must be provided to us at the address below. Notice by Service Provider to You (including notice of changes to this Agreement under Section 3 of this Agreement shall be deemed given when: (a) transmitted to your primary email address provided by Service Provider; or (b) mailed via the US mail or hand-delivered to your address on file with us; or (c) when posted to the ftc.net website.

FTC
Attn: Customer Service
Post Office Box 588
Kingstree, SC 29556

If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify You as the sender and the authenticity of the communication.

17. CUSTOMER SERVICE SUPPORT

Service Provider provides free basic customer care for Service purchased from Service Provider and covered under this Agreement. Although Service Provider reserves certain rights related to equipment necessary to receive the Service and will repair or replace damaged equipment as Service Provider deems necessary as may be set forth herein.

18. GENERAL PROVISIONS

FTC may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on FTC's Web site (<http://www.ftc.net>) and/or on Subscriber's start pages and/or by email and/or in our various publications and mailings to Subscribers.

FTC shall not be held liable for any delay in or failure to perform the services caused by circumstances beyond its control such as acts of God or other causes that it could not have reasonably foreseen or any other cause that similarly impedes the provision of service. Customer understands service could be interrupted for several reasons, including but not limited to malfunctions or maintenance.

All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and You agree to make all subsequent payments as directed.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of South Carolina, without reference to its choice of law rules. Each party hereby irrevocably consents to non-exclusive personal jurisdiction and venue in the state and federal courts located in South Carolina,

with respect to any claim arising out of or related to this Agreement. Except as otherwise required by law any cause of action or claim you may have with respect to the Service must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action is barred.

Service Provider's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

This Agreement, including all Policies referred to herein and posted on Service Provider's website, constitutes the entire agreement between You and Service Provider with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by You to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at Service Provider.

19. ARBITRATION

YOU AND SERVICE PROVIDER AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR SMALL CLAIMS COURT. YOU AND SERVICE PROVIDER AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

IN ARBITRATION, THERE IS NO JUDGE OR JURY BUT AN ARBITRATOR CAN AWARD YOU OR SERVICE PROVIDER THE SAME DAMAGES AND RELIEF AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, THEN AN ARBITRATOR CAN AWARD THEM AS WELL.

YOU AND SERVICE PROVIDER ALSO AGREE THAT THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM THE SERVICES PROVIDED TO YOU FROM SERVICE PROVIDER WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU MAY ALSO BRING ANY DISPUTES YOU HAVE TO THE BETTER BUSINESS BUREAU ("BBB"), ATTENTION OF FEDERAL, STATE OR LOCAL AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST SERVICE PROVIDER FOR YOU.

IF YOU OR SERVICE PROVIDER INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST PROVIDE WRITTEN NOTICE OF THE DISPUTE AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE SHOULD BE SENT ACCORDING TO SECTION 16 ABOVE.