

Terms of Service

Vision Communications High-Speed Internet and Wireless Internet Service Subscriber Agreement

All terms of service may not apply to our Wireless Internet Service.

Effective September 19, 2006, Vision Communications Internet Service has enforced these Terms of Service. We encourage you to read the entire agreement and to check our website periodically for any changes or updates. All Services provided by Vision Communications are "best effort" services.

Vision Communications High-Speed Internet Service (the "Service") will be providing you ("you," "your," or "Customer") on the terms and conditions set forth in this Subscriber Agreement (the Agreement).

1. Equipment; Access.

- A. **Required Equipment:** You understand and agree that the Service requires certain equipment provided by you such as a personal computer, an Ethernet device, and an appropriate operating system, as well as certain equipment provided by Vision Communications such as software, if required, and external wiring and related electronic equipment installed by Vision Communications. If you are leasing a cable modem from us, the cable modem is Vision Communications Equipment. If you have purchased a cable modem from us the cable modem is Customer Equipment. Whether the cable modem is owned by you or by us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in the cable modem at any time that we, in our sole discretion, determine is necessary or desirable. We may perform these upgrades or changes remotely or on the Premises as we determine in our sole discretion.
- B. **Access to Customer's Premises:** You authorize Vision Communications and its employees, agents, contractors, and representatives to enter your premises at which the Service will be accessed (the "Premises") in order to install, maintain, inspect, repair and remove the Vision Communications Equipment and any equipment used in connection with the Service. All such access will occur at a time agreed to with you. You warrant that you are the owner of, or a tenant in, the Premises, and that you have the authority to enter into this Agreement. If you are not the owner of the Premises, then upon request you will supply us with the owner's name and address, evidence that you are authorized to grant access to the Premises on the Owner's behalf and (if requested by Vision Communications) written consent from the owner of the Premises. You agree to indemnify, defend and hold harmless Vision Communications and its affiliates and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section 1(b).
- C. **Vision Equipment:** The Vision Communications equipment will at all times remain the property of Vision Communications or its designee. You acknowledge that the Vision Communications equipment is merely a means through which the Service is provided by us and may be removed or changed by us at our discretion as we deem appropriate, including through "downloads" to your computer(s) or otherwise. You agree not to use the Vision Communications Equipment for any purpose other than to use the Service pursuant to this Agreement. During the term of this Agreement, Vision Communications will repair and maintain all Vision Communications Equipment and you agree that the Vision Communications Equipment will not be serviced by anyone other than Vision Communications employees or our agents. You shall not sell, transfer, lease, encumber or assign all or part of the Vision Communications Equipment to any third party. You will not relocate the Vision Communications Equipment. At your request we may, at an additional charge, relocate the Vision Communications Equipment within the Premises at a time agreed to with you. If you change residences or disconnect your Service, you must contact Vision Communications for additional information concerning disconnecting the Service or the possibility, costs and procedures for transferring the Vision Communications and Service to your new residence. You shall pay to Vision Communications the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Vision Communications Equipment or part thereof, together with any incidental costs incurred by us relating to the replacement of the Vision Communications Equipment or part thereof.
- D. **Customer Equipment:** You represent that you own the Customer or otherwise have the right to use such equipment in connection with the Service. Vision Communications shall have no obligation to provide, maintain or service the Customer Equipment. Please refer to our website for the current information on minimum technical and other requirements for Customer Equipment, including but not limited to required computer hardware. Neither Vision Communications nor any of our agents or affiliates warrant that a non-recommended configuration will enable you to successfully install, access, operate or use the service. You acknowledge that any such installation, access, operation or use could cause damage to customer equipment, including but not limited to customer's computer, peripherals, software or data. Neither Vision Communications nor its agents or affiliates shall have any liability whatsoever for any such failure or damage. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

2. Intellectual Property Rights.

- A. **End User Licenses:** You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed used in connection with the Service including, without limitation, the Vision Communications Software License Agreement, the current version of which may be found on our website at www.viscom.net, as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. All end user licenses will terminate upon the termination of the Agreement, and, at such time, you shall destroy all versions and copies of all software received by you in connection with the Service.
- B. **Ownership of Addresses:** You acknowledge that use of the Service does not give you any ownership or other rights in any Internet / on-line addresses provided to you, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes.
- C. **Authorization:** Vision Communications does not claim any ownership of any material that you publish or transmit or distribute using the Service. By using the Service to publish, transmit or distribute material or content, you (i) warrant that the material or content complies with the provision of this Agreement, (ii) consent to and authorize Vision Communications, its agents and affiliates to reproduce, publish, distribute and display the content worldwide and (iii) warrant that you have the right to provide this authorization. You acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and you agree to indemnify, defend and hold harmless Vision Communications, its agents and affiliates for any harm resulting from these actions.
- D. **Copyright in the Service:** Title and intellectual property rights to the Service are owned by Vision Communications, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. The copying, redistribution, reselling or publication of any part of the Service without prior written consent from Vision Communications or other owner of such material is prohibited.
- E. **Material Downloaded from the Service:** In addition to any content that may be provided by us, you may access material through the Service that is not owned by Vision Communications. Any such material may be downloaded from the Service only for your personal non-commercial use, and you are not allowed to redistribute that material over any network (other than a residential home network located in the Premises) or sell or offer for sale that material. Unless other terms and conditions expressly apply to specific content, you may make: (a) one machine readable copy, (b) one backup copy, and (C.) One print copy of any material downloaded from the Service; any other copying, or any redistribution or publication of any downloaded material, including, without limitation, posting to any other online service, must be with the express permission of the relevant copyright holder. In any permitted copying, redistribution



or publication of copyrighted material, any changes to or deletion of any copyright notice are prohibited. Other terms and conditions may apply to your use of any content or material made available through the Service that is not owned by Vision Communications. You should read those terms and conditions to learn how they apply to you and your use of any non-Vision Communications content.

F. **Copyright Infringement:** Vision Communications recognizes the importance of protecting copyrighted material and reserves the right to terminate any account that is used to violate copyright laws.

G. **Notice of Copyright Infringement:** If you are a copyright owner or its legal representative and believe Vision Communications' network has been used to illegally download, transmit or otherwise violation copyrighted work owned or represented by you, please send written notice to:

Janet Britton
112 West 10th Street
Larose, LA 70373
(985) 693-4567(ph)
(985) 693-5800 (fax)
copyright@corp.viscom.net

The notice should include:

1. A signature of the copyright owner or a person authorized to act on behalf of the copyright owner;
2. Identification of the work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, including information reasonably sufficient to permit Vision Communications to locate the material;
4. Information reasonably sufficient to permit Vision Communications to contact the complaining party, including an email address if one is available;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, the complaining party is the owner, or is authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

3. Additional Fees, Charges; Payment Options.

- A. **Fees and Charges:** You agree to pay all charges and fees associated with the use of the Service, which charges may include but not limited to, service fees, charges for the use of Vision Communications equipment, installation charges, charges for service calls and other charges. In addition, you agree to pay all applicable federal, state and local fees and taxes. A copy of the fees and charges applicable on the date of installation of the Service were delivered or are available to you at the time of installation / sign-up. You acknowledge receipt of this price list. The current applicable schedule of fees and charges is posted on the Service's website at www.viscom.net. Vision Communications shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment, and other fees shall be payable monthly in advance. Installation and other charges will be billed according to our then current billing policies. Your Vision Communications invoice may also contain charges for other services provided by our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us.
- B. **Credit Card:** If authorized by you, Vision Communications shall charge all amounts payable by you to Vision Communications pursuant to this Agreement to your credit card in accordance with the credit card information provided by you. By providing a credit card number to us, you authorize us to continue charging the credit card for all monthly fees (including without limitation to monthly service fees and equipment charges, as well as applicable taxes and fees) payable to Vision Communications, and any other charges incurred by you and payable to Vision Communications pursuant to the Agreement, until this Agreement is terminated. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate. You agree to inform us immediately of any change in credit card information including without limitation a change in expiration date. Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If Vision Communications does not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.
- C. **Late Payments; Failure to Pay:** You agree to pay Vision Communications, as set forth in this Agreement, for any fees or charges due to Vision Communications, including any administrative late fee(s) and related fees, charges and assessments due to late payments or non-payments. If Vision Communications does not receive any required payment from you by the date on which the payment is due, or you pay less than the full amount due to Vision Communications where we provide more than one product or service to you, you may be charged such fees, charges and assessments and the Service may be disconnected. If the Service is disconnected, in addition to the rights and remedies of Vision Communications under this Agreement or otherwise, you may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected. Any administrative late fee(s) and related fees, charges and assessments due to late payment and nonpayment are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments or non-payments by our customers, which costs will not be readily ascertainable, and will be difficult to predict or calculate, at the time that such administrative late fee(s) and related charges are set because it would be difficult to know in advance: (i) whether you will pay for the Service on a timely basis, (ii) if you do pay late, when you will actually pay, if ever, and (iii) what costs we will incur because of your late payment or non-payment. Vision Communications will inform you of the amount of these fees and other separate and additional charges by posting notice of such charges on the Service's website at www.viscom.net, or by sending notice via e-mail or U.S. Postal mail to your address of record, e-mail address on account records, prior to Vision Communications assessing any new or changed fees. You may avoid these late fees and other separate or additional charges relating to late payment and non-payment by complying with the payment provisions of this Agreement and by complying with Vision Communication's current billing policies. If you fail to pay for the Service when due because of a failure to comply with the payment provisions of the Agreement or for any other reason, you agree to voluntarily pay all administrative late fee(s) and related fees, charges and assessments due to late payment and non-payment. Vision Communications does not anticipate that you will fail to pay for the Service on a timely basis. We do not extend credit to customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Vision Communications late fee practices may be revised to comply with applicable state or local laws, rules or regulations. If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.
- D. **Additional Charges:** The Service will allow you to access the Internet, content provided by providers of services, on-line services and other information. You acknowledge that you may incur charges on account of such access or usage through the Service separate and apart from the amounts charged by us. In addition, you may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card information provided in connection with such transactions.
- E. **Credit Inquiries:** You authorize Vision Communications to make inquiries and to receive information about your credit experience from others, enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes.
- F. **Billing Errors:** Subject to applicable law, you must notify us of any billing errors or other requests for refund within sixty (60) days of the date on which the error occurred.
- G. **Account Access:** In order to protect the privacy of your account information, we may require that you use a security code, designated in accordance with our



policies, to confirm your identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service.

4. Customer Information and Privacy.

- A. **Customer Privacy:** Your privacy interests, including your ability to limit disclosure of certain information to third parties, is described in the Vision Communications Privacy Policy which we delivered to you at the time of the original installation of the Service and will available to you via our website at www.viscom.net as long as you receive the Service. You acknowledge your receipt of the Vision Communications Privacy Policy and your express consent to the terms of that privacy policy.
- B. **Information Provided to Third Parties:** The Service will allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. Vision Communications is not responsible for any such information provided by you to third parties, and this information is not subject to the privacy provisions of the Agreement listed above and on our Vision Communications High-Speed Internet Privacy Policy. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

5. Acceptable Use Policy; Prohibited Uses of the Service.

- A. **Acceptable Use Policy:** You expressly agree not to use the Vision Communications Equipment or the Service, directly or indirectly, to undertake or accomplish any unlawful purpose or in violation of any posted Vision Communications policy applicable by the Service. The policy may be revised or modified from time to time and you acknowledge and agree that the terms of the policy may be put into effect or revised without notice by posting a new version of the policy as set forth above. Accordingly, you and other users of the Service should consult the posted policies regularly to conform to the most recent version.
- B. **Prohibited Uses of the Service:** Use of the Vision Communications Equipment or the Service for transmission or storage of any information, data or material in violation of any federal, state or local law or regulation is prohibited. Without limiting the generality of the foregoing, the Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet Service Provider, a server site for ftp, telnet, login, e-mail hosting, "web hosting" or other similar applications, for any business enterprise, or as an end-point on a non-Vision Communications local area network or wi-fi area network.

6. Representations and Warranties of Customer.

You represent and warrant that:

- A. **Age:** You are at least 18 years of age.
- B. **Customer Information:** The Customer information that you have provided and will provide to Vision Communications during the term of this Agreement, including without limitation, is your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment date (including but not limited to credit card numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement.
- C. **Multiple Users:** The Service and the Vision Communications equipment shall be used only by you and by members of your immediate household living with you at the same address. You acknowledge that you are executing this Agreement on behalf of all persons who use the Vision Communications Equipment and/or Service by means of the Customer Equipment. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Service and/or the Vision Communications Equipment by you or by any other user of the Customer Equipment. You agree to indemnify, defend and hold harmless Vision Communications, its affiliates and agents against all claims and expenses, including reasonable attorney fees, arising out of the use of the Service and/or the Vision Communications Equipment or the breach of this Agreement by you or any other user of the Customer Equipment.
- D. **Export Laws:** You will comply with all export and re-export control laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and you will not transfer, by electronic transmission or otherwise, any content derived from the Service to either a foreign national or a foreign destination without first obtaining any required government authorization. You further agree not to upload to the Service any data or software that cannot be exported without prior written governmental authorization. The terms "export" and "re-export" mean transferring or releasing technology to another country or to a national of another by a means – physical, electronic or otherwise. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals.
- E. **No Tampering:** You will not service, alter, modify or tamper with the Vision Communications Equipment or with the Service, or permit any other person, unless authorized by Vision Communications, to do so. This prohibition includes, but not limited to, altering a cable modem to change the downloading or uploading capacity of the cable modem.
- F. **IP Addresses:** Vision Communications will provide you with dynamic Internet protocol ("IP") address(es) as a component of the Service and these IP address(es) can and do change over time. You will not alter, modify, or tamper with these dynamic IP address(es) or those of any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software on or in conjunction with any computer(s) or network device connected to the Service that provides for static IP address(es). If applicable, Vision Communications will release and/or recover the dynamic IP address(es) upon disconnection, discontinuance, or termination of the Service or this Agreement.
- G. **Theft of Service:** You will not connect the Service or any Vision Communications Equipment to more computers, either on or outside of the Premises, than are reflected in your account with us. You acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.

7. Termination and Expiration.

- A. **Term:** The term of this Agreement shall commence upon the installation of your Service and shall continue on a month to month basis thereafter until terminated, except where a contract is agreed to on a customer form or until superseded by a revised Subscriber Agreement.
- B. **Termination by Customer:** You may terminate this Agreement for any reason at any time by providing Vision Communications with verbal or written notice of termination, in accordance with the terms of this Agreement. In the event of your termination, any applicable fees and charges will accrue through the date of termination but all prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due Vision Communications for equipment or other applicable fees and charges).
- C. **Termination by Vision Communications:** We may terminate this Agreement (1) at any time without prior notice if you fail to comply in full with any terms of this Agreement, or (2) for any other reason upon thirty (30) days notice to you. In the event Vision Communications terminates the Service for any reason other than your violation of this Agreement, any fees and charges will accrue through the date of termination but any prepaid monthly service fees for Service not received will be refunded (less any outstanding amounts due Vision Communications for equipment or other applicable fees and charges).



D. Customer Obligations Upon Termination. You agree that upon termination of the Agreement:

1. You will immediately cease use of the Service and the Vision Communications Equipment, and uninstall and destroy all copies of any software provided to you pursuant to this Agreement or otherwise used by you to access the Service.
2. You will pay in full for your use of the Service and the Vision Communications Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the Vision Communications Equipment has been returned. You agree to pay on a pro-rated basis for any use by you of the Vision Communications Equipment or Service for a part of the month.
3. You shall return the Vision Communications Equipment (including without limitation the modem if you are leasing a modem from Vision Communications) to Vision Communications, by any method reasonably requested by us, within ten(10) days after termination of the Agreement. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during regular business hours to remove the Vision Communications Equipment and other material provided by Vision Communications. This removal will be conducted at an agreed to time, and you will ensure the return of all Vision Communications Equipment to us. If any Vision Communications Equipment is not returned, you agree that Vision Communications may bill you for the charges referred to in Section 1(c) above, including without limitation charging your credit card, if applicable.

E. Retention of Rights: Nothing contained in this Agreement shall be construed to limit Vision Communication's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Vision Communications and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Vision Communications or its suppliers' servers and/or systems. In addition, you may forfeit your account user name and all e-mail, IP, and web space addresses. We shall have no liability whatsoever as to the result of the loss of any such data, names or addresses.

F. Survival: All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

8. Limitation of Liability; No Warranties; Warnings.

A. Limited Warranty: THE VISION COMMUNICATIONS EQUIPMENT AND THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. NEITHER VISION COMMUNICATIONS OR ITS AFFILIATES OR AGENTS WARRANT THAT ANY CONNECTION TO, TRANSMISSION OVER, OR RESULTS OF THE VISION EQUIPMENT OR THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL PROVIDE UNINTERRUPTED USE OR WILL OPERATE AS REQUIRED, UNINTERRUPTED, AT ANY MINIMUM SPEED, OR ERROR FREE. YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM VISION COMMUNICATIONS WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDITS PROVIDED BY VISION COMMUNICATIONS ARE AT OUR SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY VISION COMMUNICATIONS. NEITHER VISION COMMUNICATIONS OR ITS AFFILIATES OR AGENTS WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR PERFORMANCE, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.

B. Limitation of Liability: EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, AND OTHERWISE), SHALL VISION COMMUNICATIONS OR ITS AFFILIATES OR AGENTS HAVE ANY LIABILITY TO CUSTOMER OR TO ANY PERSON OR ENTITY FOR (i) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVE OR USE OF THE SERVICE OR THE VISION COMMUNICATIONS EQUIPMENT OR THE SERVICE, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE FAILURE OR MALFUNCTION, DEFECTION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE VISION COMMUNICATIONS EQUIPMENT OR THE SERVICE; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE VISION COMMUNICATIONS EQUIPMENT OR THE SERVICE BY CUSTOMER OR, ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

C. No Liability for Viruses: Vision Communications makes no representation or warranty that any software or content installed on your computer(s) or downloaded from the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus is found to be present on your system. We are not required to provide you with any assistance in removal of the virus. If we decide, in our sole discretion, to install or run virus check software on your computer(s), we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your system. NEITHER VISION COMMUNICATIONS OR ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

D. Customer's Hardware and Software: The installation, use, inspection, maintenance repair and removal of the Vision Communications Equipment and certain Customer Equipment used in connection with the Service may result in service outage or potential damage to your computer(s) and other Customer Equipment. Except for gross negligence or willful misconduct by us, neither Vision Communications nor any of its affiliates and agents shall have any liability whatsoever for any damage, loss or destruction to the Customer Equipment (including without limitation your computer(s) and peripherals). In the event of such gross negligence or willful misconduct by Vision Communications, at our sole discretion we shall pay for the repair or replacement of the damaged parts up to a maximum of \$1,000 and this shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. Vision Communications does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACK-UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER VISION COMMUNICATIONS NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. In addition, the opening of your computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You understand that your computer may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER VISION COMMUNICATIONS NOR ANY OF ITS AFFILIATES OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER AS TO THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

E. Not Liable for Third Parties: You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and that the parties may provide components of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, infrastructure or content of others whether or not they constitute components of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service) are not the



responsibility of Vision Communications, and we shall have no liability with respect to such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service. No undertaking, representation or warranty made by an agent or employee of Vision Communications or our underlying third party providers in connection with the installation, maintenance, or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on Vision Communications. The limitations of liability set forth in Section 8(b) apply to the act of omissions, and negligence of Vision Communications and its underlying third party providers (and the respective officers, employees, agents, contractors, or representatives) which, but for the provision, would give rise to a cause of action in contract, tort or any other legal doctrine.

- F. **Customer Responsibility for Content:** You acknowledge that there is some content material on the Internet or otherwise available through the Service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk, and neither Vision Communications nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of otherwise relating to access to such content or material by you or others. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. We make no representation or warranty regarding the effectiveness of such programs.
- G. **Monitoring of Postings and Transmissions:** Vision Communications shall have no obligation to monitor postings or transmissions made in connection with the Service. However, you acknowledge and agree that Vision Communications and its agents shall have the right to monitor such postings and transmission, including without limitation e-mail, newsgroups, chat rooms, audio and video, and web space content, from time to time and to use and disclose the results in accordance with Sections 4 and 5 of this Agreement, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this agreement.
- H. **Eavesdropping:** Our facilities are used by numerous persons or entities including, but not limited to, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access has been provided as part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and neither Vision Communications and its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.
- I. **FTP / HTTP Service Setup:** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither Vision Communications nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others the Customer Equipment or other equipment of yours.
- J. **File and Print Sharing:** The service functions in some ways as a Local Area Network (LAN) with each Customer constituting a node on the network. As such, users outside of the Premises may be able to access the Customer Equipment and other equipment connected in some way to the Customer Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, and to the software, files and data stored on such equipment. For example, operation systems such as Windows and Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer Equipment, even if you are not using the Service. Unless you are subject to a Service plan that expressly provides otherwise, we recommend that you connect only a single computer to the Service and that you disable file and print sharing and other capabilities that allow outside users to gain access to the Customer Equipment. You acknowledge that if you choose to run the applications, you should take appropriate security measures, and that any failure by you to follow this recommendation is at your sole risk. Neither Vision Communications nor its affiliates or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others or the Customer Equipment or any other equipment connected in some way to the Customer Equipment, or to the software, files and data stored on such equipment.
- K. **High Risk Activities:** The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities.
- L. **Facilities Allocation:** Vision Communications reserves the right to determine, at its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Service including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Service.
- M. **Cookies:** You acknowledge that accessing certain web sites through the Service may result in a "cookie" being placed on your computer system. Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. It is your responsibility to disable or restrict the placement of cookies through whatever procedures are available on your browser if you don't want them placed on your computer system.
- N. **Sole Remedy:** Your sole and exclusive remedies under this Agreement are as expressed and set forth in this agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of Vision Communications and its affiliates and agents is limited to the maximum extent permitted by law.

9. Miscellaneous.

- A. **Contacting us:** For any inquiries or notices required in connection with this Agreement, you may contact us via e-mail at customersupport@viscom.net (or such other e-mail address that Vision Communications may designate) or in writing to :
 - Vision Communications
 - Attn: Customer Service
 - P. O. Drawer 188
 - Larose, LA 70373
- B. **Notice:** Vision Communications may deliver any required or desired notice to you by posting it on the Service's web site at www.viscom.net or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on Vision Communications' account records. You agree that any one of the foregoing will constitute sufficient notice. Because we may from time to time notify you about important information regarding the Service and the Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings on the Service's web site at www.viscom.net or on another web site about which you have been notified and bear the risk of failing to do so.
- C. **Changes to the Service and the Agreement:** Vision Communications may, in its sole discretion, change, add to or remove portions of the Service (including without limitation content, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations) at any time without notice. In addition we may modify the Agreement at any time in our sole discretion upon thirty (30) days prior notice to you. We will notify you of any such modifications as set forth in Section 10(b) above. You agree that any one of the foregoing will constitute sufficient notice of these changes. Your



continued use of the Service following notice of these changes shall be deemed to be your acceptance of any of the changes. If you do not agree to any changes, you must immediately stop using the Service and notify Vision Communications that you are terminating this Agreement. You will then be entitled to a refund of any unused portion of any monthly service fee for the Service that has been paid by you in advance (less any outstanding amounts due Vision Communications for equipment or other applicable fees and charges).

- D. **No Relationship:** Nothing in this agreement will create any joint venture, joint employee, franchisee-franchisor, employer-employee or principal-agent relationship between Vision Communications, any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
- E. **Assignment:** Vision Communications may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of Vision Communications, (ii) to any party (or its affiliate) acquiring or substantially all of the assets or stock, by merger or otherwise, of Vision Communications or any affiliate of Vision Communications, or (iii) to any person or entity purchasing or otherwise acquiring the Vision Communications system serving the Premises. This Agreement may not be assigned or transferred by Customer without Vision Communication's prior consent.
- F. **General:** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. 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. Vision Communication'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 rights. Neither the course of conduct between the parties nor trade practices shall act to modify any provision of this Agreement.