

Dial-Up Internet

In exchange for Adams NetWorks, Inc. ("Adams") providing Internet Access services to You, and for other valuable consideration, You hereby agree to the following terms and conditions:

1. Service. Adams will provide you access to the Internet. Internet Access may include access to the Internet, web page hosting, electronic mail-routing (electronic mail accounts are subject to Adams' e-mail service policy also posted at www.adams.net), Usenet news, secondary DNS, domain-name registration, and provision of IP addresses where applicable. Adams reserves the right as part of Adams' dial-up access packages to disconnect automatically Access Holder's Dial-up Internet Access connections of excessive length or that are detrimental to service provided to other customers of Adams. Whether connections are of excessive length or detrimental to service provided to other customers of Adams shall be determined exclusively by Adams. Adams or an Adams affiliate may provide you additional services pursuant to a promotional offer or otherwise.

2. Additional Services. Upon request by Access Holder, for additional charge Adams may provide Access Holder with additional optional services, including but not limited to filtering, and online training.

3. Payment. Service will be contingent on Access Holder's prepayment, pursuant to the terms described by Adams. You will be billed by Adams at the beginning of every of month on a net 15 day basis. You will be billed at Adams standard published rate associated with the usage plan and speed you choose. Adams may direct you to a different plan, if in Adams' sole determination your use is inconsistent with your chosen plan. Adams may make adjustments to the price of services upon thirty days' written notice. Your continued use of the service following the rate change will constitute your acceptance of the rate change. In addition, Access Holder shall be responsible for payment of all other costs associated with Internet Access provided pursuant to the terms and conditions herein including, but not limited to, all telephone access charges incurred in connection with the transport of communications from Access Holder's equipment to Adams' equipment.

4. Duration. This Agreement shall commence on the date your service is activated and continue until either you or Adams notifies the other of a decision to terminate this Agreement for any reason. You are responsible for charges incurred within the term of this Agreement.

5. Termination. No termination of the Internet Access provided pursuant to the terms and conditions herein shall relieve either party from the liabilities or obligations incurred prior to termination. Specifically, without limiting the foregoing, should the Internet Access provided pursuant to the terms and conditions herein be terminated for any reason, Access Holder shall remain obligated to Adams for any amounts due for Internet Access/Term Agreement/Promotion provided pursuant to the terms and conditions herein prior to such termination.

6. Equipment. Adams shall not provide, and Access Holder shall be solely responsible for, Access Holder's equipment and the transport of communications from Access Holder's equipment to Adams' equipment. Adams does not guarantee the compatibility of Access Holder's equipment.

7. Support. Adams will provide technical support to identify network problems during business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, holidays excluded, and may provide extended hours, which will be noted on our web site: www.adams.net.

8. No Resale. You shall not promote, offer, resell, or give any services, activities, or access on the Internet to any party. You may not assign or transfer this Agreement in its entirety or in part to any third party.

9. No Warranties. ADAMS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT THE SERVICES BEING PROVIDED, AND ADAMS DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Adams' products and services are provided on an "as is" basis. In addition, Adams makes no representation that the services it provides will be uninterrupted or error free, and Adams will not be liable for the consequences of any interruptions or errors.

10. Limitation of Liability. Adams will not be liable for any indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising out of or relating to this agreement, however caused, under any legal theory (whether in contract, tort, negligence, strict liability or otherwise), even if Adams has been advised of (or if Adams is aware of or should have been aware of) the possibility of such damages. Further, Adams' aggregate liability arising out of or relating to this agreement under any legal theory will not exceed the total fees payable to Adams within the most recent twelve-month period under this Agreement.

11. Activities by Third Parties. Adams shall not be responsible for the actions of third parties on the Internet or any network connected to the Internet that may impact or damage your connection, equipment, software or business. While Adams is not responsible for advising you of all risks associated with Internet connectivity, You acknowledge that Adams has advised You of the heightened risks created by "always-on" connections. By way of example and not limitation, you shall be responsible for maintaining appropriate firewall protection and other protection of your computers and/or network.

12. Prohibited Activities. You shall not do any or permit any other party, whether with or without your knowledge or permission, to do any of the following:

- a) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give

rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

- b) Post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component;
- c) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material protected by copyright or other proprietary rights without obtaining permission of the copyright owner or right holder;
- d) Transmit material which may be harmful to minors;
- e) Transmit material that threatens or encourages harm or damage to persons or property;
- f) Transmit material that harasses another person;
- g) Use the Internet Access to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam, including but not limited to "pyramid schemes", Ponzi schemes" or "chain letters";
- h) Modify, forge or remove identifying network information headers from e-mail messages in an attempt to deceive, mislead or impersonate another person;
- i) Transmit, or facilitate unsolicited commercial e-mail or bulk mail;
- j) Collect personal information about other persons without the prior consent of that person;
- k) Resell Internet Access without the prior written consent of Adams;
- l) Take part in any activity which adversely affects the ability of other persons to use Adams' services or the Internet.
- m) Abuse or fraudulently use the access in any way not specifically set forth above.
- n) Use any Adams e-mail account in violation of Adams' e-mail policy posted at www.adams.net

13. No Obligation to Monitor. Adams shall not be obligated to monitor or exercise any control over the content of the information being passed through its system. However, the use of the system in violation of Section 12 above (Prohibited Activities) shall constitute an irreparable breach of this Agreement and shall be grounds for Adams' immediate termination of this Agreement.

14. Indemnification. You agree to indemnify, defend and hold harmless Adams, its shareholders, officers, directors, employees, agents, affiliates, successors and assigns, from and against any and all claims, demands, losses, liabilities, damages or expenses (including attorneys' fees and costs) of any nature whatsoever incurred or suffered by Adams (collectively the "losses"), in so far as such losses (or actions in respect thereof) arise out of, are related to, or are based on any claim related to Your use of Your connection or Your breach of this Agreement.

15. Choice of Law; Venue. The validity, construction, and performance of this Agreement shall be governed by the substantive law of the State of Illinois without regard to the conflicts of law provisions thereof. Any action relating to this Agreement must be brought in the federal or state courts located in the County of Adams, Illinois, and You irrevocably consent to the jurisdiction of and venue in such courts.

16. Default. If You default on payment, You will be subject to a late payment charge of up to 5% per month on the outstanding balance. If You continue in default for more than 60 days, You agree to pay Adams its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. The rates included in the agreement do not include any applicable taxes, including but not limited to federal, state and local excise, property, sales, usage, or retailer's taxes. You are responsible for the full amount of any applicable taxes. You grant Adams consent to disclose account information to or from credit reporting agencies, credit bureaus, or private credit reporting associations.

17. Integration. No agreement or variation of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by the parties hereto or posted by Adams on their web site: www.adams.net. All section titles and captions contained herein are for convenience and reference only and shall not be deemed as part of the content of this Agreement.

18. Binding upon Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, or successors.

19. User's Representations. You represent that you are 18 years of age or older, and are responsible for all charges incurred.

20. User's Acceptance. Your use of Adams NetWorks services indicates your acceptance of all the above stated Terms and Conditions.

By offering to pay by credit card Access Holder, or Access Holder's parent or legal guardian, understands that his/her credit card will be automatically charged on a monthly, quarterly, yearly, or other basis, depending on the service level and period chosen.