



1105 Dinah Shore Blvd
Winchester, TN 37398

Monster Broadband, Inc. Customer Service Agreement and/or User Policy.

1. SUBSCRIBER OBLIGATIONS

(A) End users establishing an account with MONSTER BROADBAND, INC., ("Users") must be at least 18 years old.

(B) Users must (i) provide MONSTER BROADBAND, INC. with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to MONSTER BROADBAND, INC. all changes to this information within 30 days of the change. Users are responsible for all charges to their account.

(C) Users are billed each month for the basic service and any additional usage or services. Users are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. MONSTER BROADBAND, INC. is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by MONSTER BROADBAND, INC..

(D) Delinquent accounts may be suspended or canceled at MONSTER BROADBAND, INC.'s sole discretion; however, charges will continue to accrue until the account is canceled. MONSTER BROADBAND, INC. may bill an additional charge to reinstate a suspended account.

Cancelled accounts will lose all email and web space items. _____ Initials Required

2. SUBSCRIBER SERVICE PLAN SELECTION

Standard installation can take up to two hours. Installers will confer with users to confirm the placement of the subscriber module and the cabling destination. MONSTER BROADBAND, INC. will run external wall cable only to connect the subscriber module. Installation of cables under houses, in attics, or inside walls is considered an additional cabling request by users. These can be run for an additional cost based on time and materials used.

3. FAIR ACCESS POLICY

No threshold Data Limits. Monster provides an unlimited data broadband connection. Unlimited data is defined by the volume of data one may download and or upload. Unlimited does not refer to speeds. Speeds are based on the monthly option.

4. A SPECIAL NOTE CONCERNING MINORS

Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. MONSTER BROADBAND, INC. recommends that children ask a parent for permission before sending personal information to MONSTER BROADBAND, INC., or to anyone else online.

5. USER'S ACCOUNT, PASSWORD AND SECURITY

Users receive a user name, password and account designation upon registration. You and members of your household are the only authorized users of your MONSTER BROADBAND, INC. account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify MONSTER BROADBAND, INC. within 24 hours of discovering any unauthorized use of your account.

Up to five (5) email accounts are included in your Service Agreement. Email accounts exceeding 50MB in size may, at MONSTER BROADBAND, INC.'s discretion, be transferred to a compressed temporary file or storage. MONSTER BROADBAND, INC. may delete the temporary file from the server 60 days after notifying you. Any User Web site exceeding 5MB of disk space or 250MB of data transfer will be billed for excess usage. You may establish a commercial or high-volume account with MONSTER BROADBAND, INC..

Usernames, passwords and email addresses are MONSTER BROADBAND, INC.'s property and MONSTER BROADBAND, INC. may alter or replace them at any time. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited.

6. TERMINATION

MONSTER BROADBAND, INC. reserves the right, in its sole discretion, to terminate your account, your password and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to MONSTER BROADBAND, INC. by:

- Telephone calls directed to Customer Service
- Registered or certified mail, return receipt requested addressed to MONSTER BROADBAND, INC.

Email termination of your basic Internet access account will not be accepted. If your account included space on MONSTER BROADBAND, INC.'s servers, anything stored on this space will be deleted upon termination. Section 2, the third paragraph of Section 3, and Sections 5, 6, 7, 12 and 13 of this Agreement shall survive termination of this Agreement.

User has thirty (30) days from the date of this Agreement to terminate without cause. Otherwise, user agrees to pay MONSTER BROADBAND, INC. a \$300.00 termination fee if user terminates this Agreement at any time before the conclusion of this Agreement, which is two (2) years from date of activation.

User agrees to these terms: _____ Initials required.

7. EQUIPMENT FAILURE

MONSTER BROADBAND, INC. will replace defective or failed equipment within five (5) business days.

8. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, the Privacy Policy, and MONSTER BROADBAND, INC.'s other user policies posted on MONSTER BROADBAND, INC.'s website constitute the entire agreement between you and MONSTER BROADBAND, INC. with respect to your use of the Service. MONSTER BROADBAND, INC. may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after MONSTER BROADBAND, INC. posts it at its website.

This Agreement is governed by the law of the state in which MONSTER BROADBAND, INC. operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all MONSTER BROADBAND, INC. arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and MONSTER BROADBAND, INC., and waive your rights to removal or consent to removal

9. THIRD PARTY BENEFICIARY

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF MONSTER BROADBAND, INC.'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO MONSTER BROADBAND, INC. DESCRIBED HEREIN.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL MONSTER BROADBAND, INC., EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MONSTER BROADBAND, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, MONSTER BROADBAND, INC.'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11. INDEMNIFICATION

Upon a request by MONSTER BROADBAND, INC., you agree to defend, indemnify, and hold harmless MONSTER BROADBAND, INC. and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your use or misuse of this site. MONSTER BROADBAND, INC. reserves the right at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with MONSTER BROADBAND, INC. in asserting any available defenses.

12. SOFTWARE LICENSE

MONSTER BROADBAND, INC. grants to each Member a limited, non-exclusive, non-transferable and non-assignable license to install and use the MONSTER BROADBAND, INC. access software (including software from third-party vendors that MONSTER BROADBAND, INC. distributes) (in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. Each Member agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose. MONSTER BROADBAND, INC. may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of MONSTER BROADBAND, INC. and MONSTER BROADBAND, INC.'s licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with MONSTER BROADBAND, INC. and MONSTER BROADBAND, INC.'s licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise modify the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

13. WEBSITE USAGE and OTHER WEB SITES

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because MONSTER BROADBAND, INC. has no control over such sites and resources, you acknowledge and agree that MONSTER BROADBAND, INC. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that MONSTER BROADBAND, INC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by MONSTER BROADBAND, INC.. MONSTER BROADBAND, INC. assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold MONSTER BROADBAND, INC. harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify MONSTER BROADBAND, INC. from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. MONSTER BROADBAND, INC. will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to MONSTER BROADBAND, INC. to use on the Website, will be deemed to be a grant by you to MONSTER BROADBAND, INC. of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, download and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

14. TRANSMISSION AND RECEIPT OF CONTENT

MONSTER BROADBAND, INC exercises no control over the content of information passing through its network or equipment. Disputes may arise between you and others or between you and MONSTER BROADBAND, INC related to such content or commerce. Such disputes could involve, among other things, the use or misuse of domain names; the infringement of copyrights, trademarks or other rights in intellectual property; defamation; fraud; the use or misuse of information; and problems with online auction or commerce transactions. You agree that all claims, disputes or wrongdoing which result from, or which are related in any way to, the content of information that you transmit, re-transmit or receive through MONSTER BROADBAND, INC's network or equipment are your sole and exclusive responsibility.

15. MONITORING THE SERVICE

MONSTER BROADBAND, INC. has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if MONSTER BROADBAND, INC., in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Users. Please see our Privacy Policy. MONSTER BROADBAND, INC. may immediately remove your material or information from MONSTER BROADBAND, INC.'s servers, in whole or in part, which MONSTER BROADBAND, INC., in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

16. DISCLAIMER OF WARRANTIES

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY MONSTER BROADBAND, INC., MONSTER BROADBAND, INC. DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. MONSTER BROADBAND, INC. HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MONSTER BROADBAND, INC. DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. MONSTER BROADBAND, INC. MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MONSTER BROADBAND, INC. OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MONSTER BROADBAND, INC. OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

17. TERM OF AGREEMENT

By using MONSTER BROADBAND, INC Services, you agree to accept the fees you may incur as a result of using MONSTER BROADBAND, INC. You will be notified of any applicable fees prior to incurring liability for such fees. By providing your billing information, you agree that you are liable for payment of such fees. MONSTER BROADBAND, INC reserves the right to change its fees or billing methods at any time and MONSTER BROADBAND, INC will provide thirty days notice of any such changes in the same manner as described above for changes in the Rules and/or scope of MONSTER BROADBAND, INC Services. If you do not like these changes, you may stop using the MONSTER BROADBAND, INC Services at any time; however, you will not be entitled to receive a refund for the charges you have already incurred and you are responsible for timely payment of such amounts (including any applicable late fees). In the event you have prepaid for an extended period of time and we either terminate your MONSTER

BROADBAND, INC Service or we make a material change to the MONSTER BROADBAND, INC Service that adversely impacts you and elect to terminate the MONSTER BROADBAND, INC Service, as your sole and exclusive remedy you will be entitled to a refund for amounts prepaid to cover future periods from the date of termination. The amount prepaid will be based on the average monthly cost over the service period. If you pay for our services on a monthly basis, you will not be entitled to a refund if you elect to terminate your account, although MONSTER BROADBAND, INC will provide you with a pro rata refund for the remainder of the month if MONSTER BROADBAND, INC terminates your account. If you select a recurring MONSTER BROADBAND, INC Service, you hereby authorize MONSTER BROADBAND, INC to charge the credit card number you provided to MONSTER BROADBAND, INC for such fees on a recurring or automatic basis, including additional services, such as additional bandwidth charges. You acknowledge and agree that MONSTER BROADBAND, INC will not obtain any additional authorization from you for this recurring payment. Every time you use MONSTER BROADBAND, INC Services, you re-affirm that MONSTER BROADBAND, INC is authorized to charge your credit card/debit card or use ACH to auto draft funds from your checking account. If you have any billing-related questions or want to stop a recurring payment from being charged to your credit card account, call our toll-free number (1-800-315-6444). Some fees that you may incur using the MONSTER BROADBAND, INC Services may accumulate on your MONSTER BROADBAND, INC account before they are charged to your credit card. Once the charges appear on your credit card, you are responsible for payment of such charges. MONSTER BROADBAND, INC will assess a late fee of 1.5% per month (or the highest amount permissible by law, whichever is less) if your payment is more than 30 days past due. You will be liable for any fees MONSTER BROADBAND, INC incurs in its efforts to collect any unpaid balances from you. Any billing problems or discrepancies must be brought to MONSTER BROADBAND, INC attention by you within 90 days from the date you are billed. If you do not bring them to MONSTER BROADBAND, INC's attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies with MONSTER BROADBAND, INC. If MONSTER BROADBAND, INC receives a check from you, and this check is returned to MONSTER BROADBAND, INC by the bank, then you are liable to be charged a returned check fee of \$29.00. MONSTER BROADBAND, INC may suspend or terminate your use of the MONSTER BROADBAND, INC Services if you fail to provide a valid credit card number or checking account information for ACH upon request or if MONSTER BROADBAND, INC is unable for any reason to bill your credit card or debit your checking account for the fees you have incurred. You are responsible for all charges incurred, including applicable taxes and purchases made by you or anyone you allow to use your account, including your children and other members of your family. This means that, unless your bank account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized to use your account, you will be responsible for all usage and purchases under your account. You may obtain pricing information for supplemental services or features, as well as answers to common billing questions by going to the MONSTER BROADBAND, INC Site.