

This Dial-Up Internet Services Agreement ("Agreement") is made and entered into by and between Table Top Internet and the customer ("Customer") as of the date signed by Table Top Internet on the attached service order form ("Service Order") which is incorporated herein by reference. In consideration of the mutual obligations and promises set forth therein, the parties hereto agree to the following:

1. Provision of Services.

Pursuant to the terms and conditions of this Agreement, Customer agrees to purchase certain Dial-Up Internet services from Table Top Internet.

2. Compliance with Laws, Rules & Regulations.

A. Table Top Internet may be used only for lawful purposes. Customer shall not transmit, re-transmit, store or otherwise use the Table Top Internet Services in violation of any federal, state, local, or international laws or regulations (collectively, "Laws"), including but not limited to, any Laws relating to copyright trademark or other intellectual property or proprietary rights, or any Laws relating to US export, and that it will not post, transmit, or re-transmit any unlawful, threatening, or abusive material of any kind, or any material that may impair the customer relationships, reputation, or goodwill of Table Top Internet.

B. Table Top Internet does not, in the normal course of its service, monitor, edit, or censor the content of any information transmitted through its facilities. Table Top Internet reserves the right, however, to monitor customer communications, to the extent permitted by law, as required to protect the legitimate interests of Table Top Internet and its customers. Table Top Internet disclaims any responsibility for interception, disclosure, or use of its customer's communications by persons or entities other than Table Top Internet and persons under Table Top's Internet effective control.

3. Use of Table Top Internet Services.

A. Customer agrees that the security of Customer's account, including the data stored, transmitted and/or received, is Customer's sole responsibility. If Customer believes that its account security has been compromised in any way, Customer will notify Table Top Internet immediately.

B. Table Top Internet Services may be used only for Customer's personal use. Loaning or giving Customer's password to others, permitting another party to use Customer's account, or signing into Customer's account more than once concurrently is prohibited.

C. Customer agrees to only access Table Top Internet Services when customer is actually using such Table Top Internet Services, and to disconnect when idle for significant periods of time (more than 30 minutes). Customer authorizes Table Top Internet to enforce this restriction by appropriate software and network measures, automated or manual.

D. In using the Table Top Internet Services, Customer agrees that it will comply with Table Top Internet Service's then-current "Network Abuse Policy" (incorporated herein by reference) that prohibits such activities as (i) gaining or attempting to gain unauthorized access to another account, host or network; and (ii) distributing, posting, or collecting unsolicited, duplicative messages to entities who do not expressly request such messages, also known as spamming.

4. Payment

Customer may pre-pay charges for each term set forth on the Service Order, or Customer may pay charges on a monthly basis including any non-recurring charges, as applicable. For Customers paying monthly, Return application to: Fax (520) 387-5602

Questions? Call (520) 387-7676/(800) 560-8101  
or e-mail: [lrossi@tabletoptelephone.com](mailto:lrossi@tabletoptelephone.com)

charges shall be invoiced monthly in advance and payment is due upon receipt of such invoice, with charges for the first month's charges to be paid upon execution of this Agreement.

5. Term and Termination.

A. This Agreement shall remain in effect for the term set forth in the Service Order unless terminated in accordance with 5B below. Upon expiration of the term as specified in each Service Order, this Agreement and the particular Service Order shall continue in effect on a month-to-month basis at the then current monthly rate unless Customer's term is modified or terminated in writing by Customer at least thirty (30) days prior to the end of term.

B. Customer understands that violation of this Agreement may result in the immediate termination of this Agreement and the forfeiture of any pre-paid amounts. Serious violations may subject Customer to criminal or civil prosecution.

6. Customer Information.

A. Customer agrees to notify Table Top Internet if Customer moves or otherwise changes its mailing address and telephone number on the Service Order. Customer agrees that if mail sent by Table Top Internet to Customer is returned as undeliverable or Table Top Internet attempts to contact Customer by telephone and discovers that Customer's phone number is incorrect or disconnected, Table Top Internet Services may be suspended until Customer corrects the erroneous information with Table Top's Internet customer service department.

B. Table Top Internet will not release Customer's personal subscriber information to any third party except as may be required to comply with Laws.

C. Table Top Internet will not sell its mailing list or disclose confidential information to any third party without Customer's prior written consent. The foregoing shall not apply to any information publicly available or information Table Top Internet is required to disclose pursuant to any Laws.

7. Warranties and Remedies.

A. Customer understands that the Internet is not owned, operated, managed by, or in any way affiliated with Table Top Internet. Use of the Internet by Customer or any other authorized users is solely at the respective user's own risk and is subject to all applicable Laws. Table Top Internet does not warrant that the Table Top Internet Services will be uninterrupted or error-free, or that any information, software, or other material that may be accessible via the Internet, is free of viruses, disabling codes, worms, or any other harmful components.

B. TABLE TOP INTERNET SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND. TABLE TOP INTERNET DISCLAIMS ALL WARRANTIES, ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE TABLE TOP INTERNET SERVICES, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET OR ANY TRANSACTIONS CONDUCTED ON THE INTERNET.

C. WITH THE EXPRESS EXCEPTION OF THE REMEDIES SET FORTH IN SECTION 7D OF THIS AGREEMENT, IN NO EVENT SHALL TABLE TOP INTERNET ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR ASSIGNS, BE LIABLE FOR ANY REMEDIES OR DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, INDIRECT, DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM CUSTOMER'S OR ITS AUTHORIZED USERS' RELIANCE ON OR USE OF CONTENT INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THERE TABLE TOP INTERNET SERVICE, OR THAT RESULT FROM OR ARE RELATED TO, MISTAKES, OMISSIONS, INTERRUPTION, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF ANY KIND, EVEN IF TABLE TOP INTERNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. In the case of a material breach by Table Top Internet of this Agreement, customer's sole and exclusive remedy shall be the termination of the Agreement with respect to any Service Order and receipt of any unused amounts prepaid.

Return application to: Fax (520) 387-5602

Questions? Call (520) 387-7676/(800) 560-8101  
or email: [lrossi@tabletoptelephone.com](mailto:lrossi@tabletoptelephone.com)

8. Miscellaneous.

A. Customer agrees to indemnify, hold harmless, and defend Table Top Internet from any legal action that results from Customer's use of the Internet.

B. Upon any termination of Table Top Internet Services, all IP addresses assigned by Table Top Internet to Customer shall no longer be available for Customer's use and Table Top Internet shall retain the right to use such network assignment addresses.

C. Customer agrees that in the event of Customer's violation of Table Top Internet's Network Abuse

Policy, Table Top Internet may take any action it deems necessary to protect its customers, operations, goodwill, or reputation. Such actions include, but are not limited to, termination of Customer's service with Table Top Internet.

D. A failure by Table Top Internet to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a waiver of such terms in the future.

This Agreement and Service Order supersedes any written or oral communication Customer may have had with Table Top Internet, and is the complete and total agreement between the parties. Customer's use of the Table Top Internet Services shall be conclusively deemed acceptance of these terms and conditions by Customer. Table Top Internet will not accept any change which Customer may make to this Agreement unless said proposed change(s) are agreed to, in writing, by an officer of Table Top Internet.

## NETWORK ABUSE POLICY

This document sets forth Table Top Internet Network Abuse Policy ("Policy") and supersedes any other written or oral policy. Table Top Internet may modify this Policy from time to time as reasonably required. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Any activity or conduct that violates law, regulations, or the accepted norms of the Internet community or may harm Table Top Internet facilities, reputation, goodwill, or customer relations, whether or not expressly mentioned in this Policy, is strictly prohibited. Table Top Internet reserves the right at all times to revise its Network Abuse Policy and to take appropriate steps to address violations of that Policy as outlined in Section V herein.

### I. SYSTEM AND NETWORK SECURITY

A. It is Table Top Internet's goal to: (1) protect network resources, (2) preserve the privacy and security of Table Top Internet's networks, (3) preserve the privacy and security of Table Top Internet's customers' networks, and (4) maximize the utility of Table Top and the Internet.

1. Customers may not: (i) tamper with other customer accounts, (ii) commit unauthorized intrusion into any part of Table Top Internet network or systems; or (iii) use any of Table Top Internet machines, files, accounts, or systems to intrude without authorization into any other network.
2. Customer may not use Table Top Internet services not included in Customer's account nor circumvent security (or assist others to circumvent security) in order to access services for which the person using those services has not entered into a binding agreement with Table Top Internet. This includes, but is not limited to, the scanning of Table Top Internet or other networks with intent to breach and/or evaluate security.
3. Customer may not use Table Top Internet network or system in a manner that encumbers disk space, processors or other system resources beyond those allowed by Customer's specific type of account. Customers may not make deliberate attempts to interfere with a service, overload a service, or attempt to disable a host.

Return application to: Fax (520) 387-5602

Questions? Call (520) 387-7676/(800) 560-8101  
or email: [lrrossi@tabletoptelephone.com](mailto:lrrossi@tabletoptelephone.com)

4. The use or attempted use of Internet services or systems without authorization is strictly prohibited includes, but is not limited to, password cracking, defrauding others into releasing their passwords, denial-of service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.). Additionally, Customers may not use programs, scripts, commands, or otherwise send messages with the intent to interfere with a Customer's terminal session.

B. Any detriment caused to the network as a result of your failure to properly secure your system may result in the immediate suspension of Service. For said Service to be restored, the Customer must:

1. self-certify that all appropriate corrective steps have been taken properly that ensures customer equipment, software, and ancillary devices neither threaten the safety and security of the telecommunications network, nor the security and privacy of those sharing said public telecommunications network, and
2. pay a reinstatement fee based on the following schedule:
  - a. first occurrence \$75.00,
  - b. second occurrence \$200.00
  - c. third occurrence is disconnected entirely from the network.

Initials \_\_\_\_\_

## II. UNLAWFUL, HARMFUL, OR OFFENSIVE COMMUNICATIONS

It is a violation of this policy for Customer knowingly to use the facilities or services of Table Top Internet, including any of Table Top Internet access, web site hosting and web site design services, to create, transmit, post, or otherwise make available through the Internet any material that is unlawful, abusive or harmful to Table Top Internet facilities, customers, goodwill, or reputation. Communications prohibited by this Policy include, but are not limited to materials that infringe, copyright, trademark or other intellectual property; obscenity, indecency, or child pornography; and defamatory communications. Although it is not Table Top Internet's policy to monitor, censor, or edit information made available through the use of its facilities, Table Top Internet reserves the right to take appropriate action, as described in Section VI herein, when it becomes aware of transmissions, postings, or other communications that violate this Policy.

## III. E-MAIL

1. Customer may not send unsolicited, commercial e-mail to any other customer account that has not specifically requested such information or that causes complaints from the recipients of such unsolicited e-mail. Table Top Internet services may not be used to send unsolicited advertising messages to other network Customers. Customer may not flood/spam newsgroups with commercial or non-commercial postings.
2. Customers may not continue to send commercial e-mail to a recipient if recipient has requested that Customer discontinue such communication. Any use of Table Top Internet property for the composition, distribution, or collection of bulk e-mail, abusive e-mail or any form of unsolicited, commercial e-mail is strictly prohibited.
3. Table Top Internet prohibits the transmission of e-mail to non-consenting recipients that is harassing, libelous, defamatory, threatening, abusive, or hateful.
4. The forwarding or propagation of chain letters of any type (including charity requests or petitions for signatures) is prohibited.
5. "Mail-bombing" (i.e. flooding a Customer site with large or numerous e-mail messages) is strictly prohibited
6. Customers may not forge header information.
7. Table Top Internet prohibits the use of Customer's account or network connection to collect replies of messages sent from any other provider that violate the rules of this Policy or those of the originating provider.

8. This Policy also applies to other means of Internet-based transmissions, including without limitation to Internet fax or Internet phone.

Return application to: Fax (520) 387-5602

Questions? Call (520) 387-7676/(800) 560-8101  
or email: [lrossi@tabletoptelephone.com](mailto:lrossi@tabletoptelephone.com)

#### IV. USENET

1. Table Top Internet may provide Customers with uncensored newsfeed. Table Top Internet does not control newsgroup content nor is Table Top Internet responsible for postings by Table Top Internet Customers.
2. It is the responsibility of those persons who post messages to determine a newsgroup's etiquette. Customers that submit content to newsgroups should refrain from posting advertisements or other messages that are not expressly permitted by a newsgroup's charter of Frequently Asked Questions. Message posters are expected to submit messages relevant to the newsgroup's topic and agree not to submit the same message to large numbers of forums or newsgroups.
3. Customers are prohibited from forging header information and from posting chain letters of any type.
4. Customers may only post binary files to newsgroups designed for that purpose.
5. Customers may not cancel or supersede a posting of a message other than their own unless they serve as newsgroup moderators in the performance of their on-line responsibilities.
6. Table Top Internet prohibits the use of Customer's account, or network connection, to collect replies of messages sent from any other provider that violate the rules of this Policy or those of the originating provider.

#### V. INTERNET RELAY CHAT (IRC)

While Table Top Internet does maintain an IRC server, Customers also may use their Internet connection to access the server of another provider. In either case, Customers are obligated to abide by the rules set forth by the applicable provider and to follow proper IRC etiquette.

#### VI. DIAL-UP

Customer agrees to use dial-up accounts solely on an active "dial-up" basis, i.e., only as needed and in no way on a standby or inactive basis in order to maintain a connection. Without limitation of the foregoing, Customer and its Users shall abide by the following provisions regarding usage.

- (a) A dial-up account may be used for World Wide Web browsing, reading or posting to Usenet newsgroups, sending, receiving and reading electronic mail and transferring files via the file transfer protocol.
- (b) A dial-up account shall not be used to host a dedicated server site on the Internet.
- (c) A dial-up account shall not be accessed simultaneously by multiple Customers using the same User Name.
- (d) A dial-up account has only one mailbox for incoming electronic mail unless additional mailboxes have been purchased.

- (e) Automated processes may not be used such as checking e-mail or pinging the host to maintain a constant connection.

Return application to: Fax (520) 387-5602

Questions? Call (520) 387-7676/(800) 560-8101  
or email: [lrossi@tabletoptelephone.com](mailto:lrossi@tabletoptelephone.com)

## VII. ENFORCEMENT

Table Top Internet procedure is to deal with each net abuse case on an individual basis. Based on an investigation and a determination of the nature and severity of the abuse, Table Top Internet may take immediate action, without prior notice, against any party or parties found in violation of this policy. Such action may include, but is not limited to, blocking of access to particular websites, newsgroups or other material found to violate the Network Abuse Policy, or termination of Customer's service with Table Top Internet.

Customer agrees that it will take appropriate action against persons who obtain Internet or other Internet based services from Customer and who violate Table Top's Internet Network Abuse Policy. Customer further agrees that it will cooperate fully with Table Top Internet in any actions taken by Table Top Internet to enforce this Network Abuse Policy.