

# TWN Communications Fiber Internet Service Terms and Conditions of Service and Customer Agreement\*:

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## **AGREEMENT NOTICE**

BY APPLYING FOR SERVICE, OR ACCESSING TRANSWORLD NETWORK, CORP'S ("TWN", "COMPANY") TWN COMMUNICATIONS FIBER INTERNET SERVICE ("TWN COMMUNICATIONS FIBER", "SERVICE"), YOU ("CUSTOMER", "USER", "SUBSCRIBER") BECOME A PARTY TO THIS AGREEMENT AND SHALL BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH BELOW AND AS LISTED ON THE COMPANY'S WEBSITE: <http://www.twncomm.com>. THIS AGREEMENT, AND ALL POLICIES AND GUIDELINES REFERRED TO HEREIN, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND TWN REGARDING USE OF THE SERVICE, AND MAY BE AMENDED AT ANY TIME AND IN ANY FASHION BY TWN. IT IS YOUR RESPONSIBILITY TO READ, UNDERSTAND AND ABIDE BY ALL OF THE PROVISIONS OF THIS AGREEMENT AS IT STANDS AND AS IT MAY BE AMENDED FROM TIME TO TIME. IT IS YOUR RESPONSIBILITY AND YOU AGREE TO PERIODICALLY ACCESS THE MOST CURRENT VERSION OF THESE TERMS & CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CEASE ALL ACCESS, MAKE ARRANGEMENTS TO RETURN ANY COMPANY EQUIPMENT AT YOUR PREMISE, AND RETURN THESE MATERIALS IMMEDIATELY TO TRANSWORLD NETWORK, CORP. APPLICABLE EARLY TERMINATION PENALTIES AND/OR OTHER FEES MAY APPLY. THE PROVISIONS OF THIS AGREEMENT WILL CONTINUE IN EFFECT EVEN AFTER TERMINATION OF YOUR ACCESS.

\*Should any part of this agreement be deemed unenforceable, the unenforceable part is to be interpreted in accordance with applicable law as nearly as possible to the original intention, and remaining provisions shall remain in full force and effect. Failure to enforce any portion of this agreement is not to be taken as a waiver of any provision or right.

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## 1. HOW TO CONTACT TWN

You can reach TWN's Customer Service Department toll-free at 1-877-877-6861 or 1-800-950-3015.

Please direct any written correspondence to TWN as follows:

Mailing Address:       TRANSWORLD NETWORK, CORP  
                              ATTN: CUSTOMER SERVICE  
                              255 PINE AVE N  
                              OLDSMAR, FL 34677

Or via E-mail to:       [customersvc@twncorp.com](mailto:customersvc@twncorp.com)

For additional information about TWN please visit our website:

[www.twncomm.com](http://www.twncomm.com)

## **2. INTRODUCTION**

Fiber Internet access service provides higher speed Internet access using a router provided by TWN, optical transport network and respective power supplies at your premises.

TWN Communications Fiber is provided and operated by TWN. The service provides an Internet gateway and ancillary services for access and use of the Internet. It is comprised, in part, of proprietary technology that TWN has procured for use by its customers from certain third party vendors.

For additional information regarding the service, please refer to the latest "FAQs" available at <http://www.twncomm.com>.

## **3. AVAILABILITY**

Some service plans may not be available in some areas or at the rates, speeds, or bandwidth generally offered or marketed. Some locations or areas may not be eligible for the service or chosen plan even if initial site surveys indicate availability. Services, products, plans, and promotional offerings are subject to the availability of services and facilities and may be limited to a specific geographical area, a subset of a specific market, affinity group, or customer type (business, residential). Any/all plans, products, and promotional offerings may be offered for a limited time.

## **4. OTHER SERVICES**

Where available, TWN also provides other services including high speed fixed wireless internet access, enterprise communications support services, digital phone service and long-distance telecommunications services. Terms and Conditions for use of TWN's other services are available on our company website. Please refer to the "How to Contact TWN" section of this agreement for additional information.

## **5. SERVICE PROVIDED UNTIL CANCELLED**

Service is provided and billed on a regular/continuous basis until cancelled by you or terminated by TWN, as set forth in these terms and conditions. You are responsible for payment of all charges for service(s) furnished by TWN. Non-use of the service does not relieve you of liability.

## **6. CONNECTION TO THE INTERNET AND TIME LIMITS**

Fiber Internet access service is an "always on" technology. There is no user id or password required to initiate access to the Internet and there is no phone line involved. Opening your Internet browser connects you to the Internet. Therefore, anyone using your computer or other connected device(s) may access the Internet. It is your responsibility to secure connected devices and to prevent unauthorized Internet access. You are personally responsible for all use of the service from connected devices, even if someone else uses your connection. Illegal, fraudulent, or abusive use of the service will result in immediate termination of your right to use the service and may be reported to law enforcement authorities. You will remain responsible for any unauthorized use of the service occurring from your system.

The monthly service fee entitles you to unlimited access to the TWN Communications Fiber Internet gateway and use of the service. Under no circumstances will you resell the service.

## 7. MINIMUM SYSTEM REQUIREMENTS

Your computer equipment will have a direct and substantial impact upon the results obtained using the service. Due to Ethernet overhead, actual download speeds are limited over a hardwired connection. Speed tests performed over a wireless connection do not reflect your full connection speed.

TWN highly recommends using the most recent version of Chrome, Firefox, Internet Explorer, EDGE, or Safari as your browser.

<b>Minimum System Requirements</b>				
<b>Speeds up to 400 Mbps</b>	<b>Speeds up to 25 Mbps</b>	<b>Speeds up to 50 Mbps</b>	<b>Speeds up to 100 Mbps</b>	<b>Speeds up to 1-Gig</b>
Cat5e or Cat6 Ethernet cable	10/100 Fast Ethernet interface or adapter	10/100 Fast Ethernet interface or adapter	10/100/1000 Gigabit Ethernet interface or adapter	Computer or device being used will require a Gig Ethernet port
		Intel Core i5 (or faster) processor	Intel Core i5 (or faster) processor	Windows 10 (64 bit)
				16 GB Memory / 1 Gig Network adapter
<b>Minimum Operating System Requirements</b>				
<b>Operating System</b>	<b>Memory</b>	<b>Processor Speed</b>	<b>Free Disk Space</b>	<b>Network Interface</b>
Windows XP	128 MB	300 MHz	100 MB	Available Ethernet port
Windows Vista	512 MB	800 MHz	125 MB	
Windows 7	1 GB	1GHz	125 MB	
Windows 8	1 GB	1GHz	125 MB	
Windows 10 (64 bit) Macintosh OS X 10.3 or above	128 MB	Power Mac or faster	100 MB	

Older operating systems will run on the network however, they are not supported.

## **8. PLAN AND BANDWIDTH AVAILABILITY AND SPEEDS**

Some service plans may not be available in some areas or at the rates, speeds, or bandwidth generally offered or marketed. Some locations or areas may not be eligible for the service or chosen plan even if initial site surveys indicate availability.

Bandwidth is provided per subscribed plan, not per connected device – the bandwidth available to each device will vary depending upon the customer location, number, type and configuration of devices using the service and the type of use (examples: websites being accessed, streaming media), among other factors. Observed service speed will vary based upon various factors including but not limited to: Peak time vs. off-peak time usage, general internet congestion, customer equipment configuration and/or condition, number of customer attached devices, and customer usage profile (file transfer(s), streaming data, gaming, etc.).

Depending upon items noted above and unless otherwise indicated, residential class service plans receive “up to” speeds, while Business Class and sustained speed plans will consistently equal or exceed those speeds indicated by the plan type.

## **9. NETWORK AVAILABILITY**

TWN and its suppliers and vendors reserve the right, at any time, with or without prior customer notice, to restrict or suspend the service in order to perform maintenance and/or repair activities and to maintain session control. TWN will use its best efforts to provide notification.

## 10. CUSTOMER EQUIPMENT, INSTALLATION, MOVING, SERVICING, AND REMOVAL

You authorize TWN authorized personnel/installers to enter your premises to install, maintain, inspect, repair, and remove TWN equipment. You or an authorized party on the account must be onsite during installation. You agree to pay the installation fee during the installation site visit prior to actual installation if required. TWN customer premise equipment is installed and maintained by TWN employees. TWN is not required to be a licensed contractor.

If you are not the owner of the location at which the equipment is to be installed, you represent and warrant that you have obtained the consent of the owner of said premises for TWN personnel and/or its authorized agents to enter the premises for the purposes described above. You shall indemnify and hold TWN harmless from and against any claims of the owner of the premises arising out of the performance of this agreement.

You agree to indemnify and hold TWN harmless from and against any claims of damage that may result from incidents or accidents that may occur during or later determined to have been caused by the installation or maintenance of the equipment. Incidents or accidents include, but are not limited to, unintentional damage/harm to property, persons, or animals.

Besides equipment meeting the minimum standards described in this agreement, in order to access the service, you will need the following equipment: a router, optical transport network, fiber jumper, ethernet jumper, and ethernet cable. All these items are provided and installed for your use by TWN. The equipment installed by TWN is the property of TWN, and we must be allowed access to remove said property upon cancellation or termination of service. You agree to allow TWN personnel safe and timely access to your premise to remove the equipment upon cancellation/termination of service as well as for routine maintenance and service calls that may be required from time to time. Should you fail to provide safe and timely access, or if the equipment is found to be damaged or otherwise faulty upon return, you will pay TWN for the replacement of said equipment at then-current pricing. Should you sell or otherwise transfer your rights of ownership to another party, you agree to notify TWN in a timely fashion to disconnect service and allow TWN to remove the equipment. You understand that failure to do so will cause you to be liable for the replacement cost of the equipment at then-current pricing and other charges that may be levied as a result of such failure.

TWN's standard installation includes the following: weather sealant for cable penetration into structure, signal check (at time of installation), installation of up to 50' of CAT6 Ethernet cable and up to 50' of fiber optic cable, routing of fiber cable from wall termination box to optical transport network then CAT6 cable to Router via a single wall penetration, connection of power interface, testing of equipment for proper performance, configuration of TCP/IP settings, testing of Internet browser to ensure adequate connection/proper installation. Installations requiring additional work or materials will incur additional costs. Exact mounting requirements are dependent upon the location of your structure and its construction style. TWN's installation charge does not cover any networking services, reconfiguration of your existing software, or conflict/compatibility resolution caused by specifics of your computer/devices. **Equipment Removal/Reinstallation Fee:** Should you be performing, or have someone performing any type of service or construction that will necessitate removal and/or reinstallation of TWN equipment, you will contact TWN and schedule our technicians to perform said removal and/or reinstallation. There is a \$100 fee for removal and reinstallation. Neither you nor your designated person(s) are authorized to move TWN equipment. **Equipment Move/Relocation Fee:** If you move and service is available at your new location, a relocation fee of \$100.00 will be charged. This fee includes removing the equipment from your current premise and basic installation at your new premise. Special installation requirements will incur additional charges. This fee also applies if you request relocation of equipment at your current premise.



## **11. EMAIL, MULTIPLE DEVICE ACCESS, IP ADDRESS**

**Email:** With your service, you will receive one unique email username and password. You may add up to 4 more at no additional charge. Your email username is your address on the Internet, and you and TWN may disclose it to others. Your password is the key that allows access to your email. Anyone knowing both your email username and password can gain access to your email. Passwords must be kept secret. You are solely responsible for maintaining the confidentiality of your password, and for all consequences of failure to do so. If you lose or forget your password, TWN can assist you. Unauthorized use of another customer's email username and password are grounds for termination of your right to use the service. You must immediately inform TWN if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your email username and/or password. You may not sell, assign, transfer or give away your email username.

TWN will comply in all respects with the Electronic Communications Privacy Act of 1986, as amended, relating to private electronic messages on the service. TWN will not view the contents of private electronic messages, or show their contents to anyone other than the writer or intended recipient(s), without the approval of either the writer or intended recipient(s), except as permitted or required by law. It is your responsibility to delete messages that are no longer needed. Keeping an excess of messages could result in operational problems on your computer system. You are entitled to mailbox space of 50MB per email account. It is important to archive your email properly as meeting or exceeding the maximum space may cause email to your address to be returned to the sender. TWN reserves the right to delete private electronic messages thirty (30) days after the date it is received. Sending anonymous emails will not be tolerated and will result in immediate termination for cause of access to the service. TWN assumes no responsibility for preserving, maintaining or making backups of your information or files. We reserve the right to delete any/all information and/or files of customers no longer on our service.

**Multiple Computer/Device Access:** Monthly charges apply to each TWN Communications Fiber service connection for each customer per location. Since the system connects via a router, the service may be shared among multiple computers/devices owned/operated by the customer at one location. Setting up and maintaining this type of network is entirely your responsibility. Please note that the addition of multiple devices accessing the same Internet connection will result in a reduction of connection speed per device.

**IP address:** You will be assigned a private IP address, which is necessary to access the service. For an additional monthly fee, public IP's are also available for customers needing to set up a Virtual Private Network (VPN). Your assigned IP address(es) is/are considered to be loaned and not given and will revert to TWN upon cancellation or termination of your service.

## **12. APPLICATION FOR SERVICE, CREDIT APPROVAL / ESTABLISHMENT OF CREDIT, DEPOSITS**

TWN requires all customers to apply for service and establish credit worthiness to the reasonable satisfaction of the company.

You warrant and represent that all information you provide to TWN for purposes of applying for service is complete, accurate and true. If TWN subsequently determines that any statements made while applying for service are false, incomplete or inaccurate, TWN may declare you to be in default under this agreement and may exercise any remedies it has under this agreement at law or in equity. Applications are subject to approval by TWN.

Upon application for service, you shall be deemed to have authorized TWN to obtain such routine credit information and verification as TWN shall require in accordance with its then existing credit policies. Any applicant whose credit has not been duly established and acceptable to TWN may be required to make a deposit to be held as a guarantee of payment of charges. TWN shall have the right to require you to make a deposit prior to or at any time after provisioning of any service. Waiver of initial deposit for any one customer shall not act as a waiver for any other customer. At TWN's option, the deposit may be refunded or credited to the customer at any time prior to the termination of service or if any balance is outstanding on the customer's account at the time of cancellation, TWN reserves the right to apply the customer's deposit against any unpaid balance. In the event TWN requires a deposit and the applicant refuses to make a deposit or advance payment, TWN reserves the right to refuse to provide service to the applicant.

## **13. TERM AND BUNDLED PLANS**

TWN does not require a minimum term of service on residential fiber service plans. A term length may be required for certain business-class plans, which will be stated at initiation of agreement and agreed to in contract. In addition to TWN Communications Fiber Internet services, where available, TWN offers residential customers the opportunity to enroll in bundled plans. Bundled plans may or may not offer discounted rates for one or more of the services bundled. A 30-day notice, disconnection requests, and restrictions/conditions apply.

## 14. RECURRING SERVICE CHARGES AND FEES

The charges currently in effect are based on the current pricing for your chosen service plan. Included within these charges is a monthly access fee. The access fee is a monthly recurring fee for Internet service. This fee may be prorated to reflect actual dates of service.

Other charges and fees may apply. Prices may be changed without notice.

You understand and agree that the fees and charges described in this section are solely for the use of the TWN Communications Fiber Internet Service as described above. Fees for additional/ancillary services/options may also apply as described in other sections of this agreement and/or may be addressed in another agreement specific to those products.

You are responsible for paying all fees and charges (plus any applicable taxes and other charges/fees) associated with use of the service. TWN reserves the right to change the amount of, or basis for determining, any fee or charge.

Various products and services other than those described in this agreement are offered by vendors and providers other than TWN on or over the Internet, for which separate fees or charges are levied by those vendors. You are solely responsible for payment of all fees charged for products and services incurred by your use or purchase thereof.

## 15. TAXES AND OTHER CHARGES/FEES

In addition to payment for services, you must pay all related taxes, fees, surcharges, and other charges billed. Taxes and other charges will be in the amounts that federal, state, and local authorities require or allow TWN to bill. TWN will not provide advance notice of changes to taxes and other charges, except as required by applicable law. TWN may modify its rates and charges or impose additional rates and charges on its services in order to recover amounts it is required to collect or pay to governmental or quasi-governmental authorities in support of statutory or regulatory programs.

The Regulatory Cost Recovery ("RCR") charge is not a rate or charge for a service, it is a charge assessed to customers to allow TWN to recover costs associated with regulatory compliance. It is not a state specific charge, but rather a charge that passes on to users Federal, State, County and Municipal/Local regulatory costs in varying amounts based on class of service. TWN monitors regulatory compliance costs and will adjust its RCR rate and/or assessment methodology as required to cover these costs.

You also agree to pay any miscellaneous administrative fees/charges your account may incur including, but not limited to:

**Abandoned Credit Transfer Fee ("ACTF")** – Customers may be subject to an Abandoned Credit Transfer Fee of up to \$25 per year. Accounts affected by the Abandoned Credit Transfer Fee are accounts with unclaimed credit balances at time of closing or accounts remaining dormant for 6 months or more. If the credit balance is less than \$25, the initial fee will be an amount equal to the credit balance. If the credit balance on the account is greater than \$25, the initial fee will be \$25 with a recurring annual fee of the lesser of either \$25 or the then remaining credit balance on the account.

**Invoice Reprint Fee** – Invoice reprints are subject to the following fees: for the current billing period and the 2 prior periods, there is no charge for reprinting and sending invoices to a paper billing customer. From the 3<sup>rd</sup> period prior to the current invoice period there is a \$5 fee per invoice plus delivery charges. Delivery charges are as follows: if by fax, \$1 per page, if by U.S. Postal Service or expedited delivery, actual cost would be assessed. Customers on TWN's Paperless E-Bill program are subject to these reprint and delivery fees for all invoice print requests, regardless of the age of the invoice.

**Late Payment Fee** – Late payment fees are assessed to customers who fail to pay their account in full by their due date. Late payment fees are assessed monthly at 5% of the outstanding balance on the account or \$3.50, whichever is greater.

**Paper Invoice Fee / Invoice Charge** – The Paper Invoice Charge is a monthly recurring charge that applies to customers choosing to receive paper invoices. Please note that TWN customers are provided with their invoices free of charge via the Paperless E-Bill program.

**Plan Change Fee** – Customers may be subject to a plan change fee of \$50 each time they request changes to their plan/speed when decreasing their plan/speed.

**Returned Item Fee** – Each negotiable instrument (check, credit card, ACH) submitted as payment that is returned to TWN as non-negotiable for any reason shall be assessed a Returned Item Fee of \$30 and the original amount due will be considered unpaid until received by TWN.

## 16. REFUNDS, CREDITS

**Refunds** – Customers with credit balances exceeding \$1 have the option of obtaining a refund check by contacting TWN. Please refer to the "How to Contact TWN" section of this agreement for information on where to direct your request.

**Credits** – Credits posted by TWN to customer accounts for promotional offerings, goodwill, and other similar credits are to be applied against services consumed and are not redeemable for cash/refund.

## 17. BILLING AND BILLING METHODS

TWN will bill you directly for services rendered and generates invoices for service charges on a regular basis. Recurring and nonrecurring charges for services ordered are generally billed monthly in advance. Invoices are due and payable on or before 25 days from the invoice date. TWN reserves the right to correct any billing errors or omissions. You are automatically enrolled in TWN's Paperless E-Bill program where instead of receiving paper invoices via the U.S. Postal Service, you will be sent an email notification when a new invoice has been generated and you will be able to access the invoice via a TWN website. You understand and accept that you will not receive a paper invoice. You also agree to ensure that you have the proper hardware, software, and Internet services necessary to access the Paperless E-Bill service. Failure to access your invoice(s) does not relieve you of any obligation relating to these terms and conditions of service. For an additional monthly recurring charge, you may choose to receive paper invoices.

## **18. BILLING DISPUTES**

You may notify TWN of billing or other disputes in writing. Please refer to the “How to Contact TWN” section of this agreement for information on where to direct your correspondence. You must pay the amount set forth in the invoice and submit a written explanation outlining the nature of the dispute by the due date on the invoice. If notice of a dispute with respect to a charge is not received in writing by the due date of the invoice, such invoice shall be deemed to be correct and binding upon you. Customer complaints and billing disputes will be promptly and thoroughly investigated by TWN and TWN will promptly advise as to the outcome of the investigation. Once you have been advised of the results of TWN’s investigation, you will then receive a notification of no adjustment or a notification of adjustment. If a no adjustment notification is issued, full payment will continue to be made by you. If you receive a notification of adjustment, the adjustment will be processed by TWN to your account and amounts due net of any adjusted amount must be paid in accordance with the due date of the account.

## **19. PAYMENTS AND PAYMENT OPTIONS**

You may remit payment (US Funds only) in the form of check, money order, credit card or via ACH/Auto payment plans where TWN is authorized by you to automatically charge the current balance due to either a credit card or bank account. ACH/Auto payments are processed 15 to 20 days after date of invoice. In order to cancel ACH/Auto payment plans, you must either call or provide written notice to TWN and allow 30 days for TWN to process the request. TWN reserves the right to require payment by money order, cashier’s check, or similarly secure form of payment, at TWN’s discretion.

## **20. LATE PAYMENT, NONPAYMENT DISCONNECTIONS, AND RECONNECTIONS**

Your payment must be received on or by the due date stated on your invoice. Accounts not paid by the due date will be considered delinquent. Late fees are assessed monthly at 5% of the outstanding balance on the account or \$3.50, whichever is greater.

In the event of nonpayment of charges or any other breach of the terms and conditions of this agreement, in addition to any other remedies that TWN may have, TWN has the right to temporarily or permanently disconnect your account(s) after reasonable notification (if required).

Accounts that have been disconnected for nonpayment (regardless of plan) will be charged \$30, must reapply for service, are subject to approval, reestablishment of credit, and may require a deposit prior to reconnection of service. Customers who have not met their minimum term of service requirement are subject to early termination fees if disconnected for nonpayment and are subject to an extension of their term if they reconnect their service after 30 days have elapsed from their disconnection date (the term extension begins on the date of installation/reactivation). If TWN’s equipment was removed from your premises as part of your termination, you will also be subject to an installation fee. Details regarding early termination fees are found in the appropriate section of this agreement. Termination of service for nonpayment does not relieve you from your payment obligation.

Termination of Access to the Service: TWN shall terminate your access to all or any part of the service, without notice, for conduct that TWN believes is a violation of this agreement, any policies or guidelines posted by TWN on the service, or for other conduct that TWN believes harmful to others (hereafter referred to as termination for “cause”). Further, we reserve the right to terminate without cause. Upon termination of the service without cause, TWN may refund any unused portion of prepaid fees after satisfying any outstanding balances owed TWN. Termination for cause shall not entitle the terminated party to any refund or reimbursement whatsoever. TWN is not responsible for notifying anyone other than you of a termination of your access to the service. Termination of access will affect the

ability to use other products and services (including VOIP digital phone services), whether provided by TWN or not, that require Internet access. TWN will not have any responsibility for consequences of such lack of access.

## **21. COLLECTIONS**

Accounts in default for more than 30 days are subject to submission to a collection agency. Any collections actions or litigation will be commenced in Florida, and you consent to jurisdiction in Florida. You are liable for attorney's fees or collection costs incurred in having to collect on your account. TWN reports collections actions to the appropriate credit bureau(s).

## **22. DISCONNECTION OF SERVICE BY CUSTOMER**

Disconnection fees and policies vary.

Residential customers who have met their minimum term requirement may contact TWN's customer service department to disconnect service or may request disconnection in writing. Business customers who have met their minimum term requirement may request disconnection in writing. Residential customers who have met their minimum term requirement will not incur early termination fees but will be subject to a disconnection fee, credited back to the account once TWN receives all its equipment (in good working condition) as quickly as can be arranged. Residential and Business customers agree to provide TWN with 30-day notice of disconnection, whether requested by phone or in writing.

Residential customers who have not met their plan's minimum term requirement may contact TWN's customer service department to disconnect service or may request disconnection in writing. Business customers who have not met their plan's minimum term requirement may request disconnection in writing. Residential and Business customers agree to provide TWN with 30-day notice of disconnection, whether requested by phone or in writing. Residential customers will incur an early termination fee equal to 3 months of service plus a disconnection fee of \$100. Business customers who terminate early will incur an early termination fee equal to the prorated cost of the initial installation to be calculated in accordance with the remaining months in the contract term. Bundled term plans (Phone service plus Internet) are subject to both a \$30 early termination fee per plan for the Phone service termination and an amount equal to three (3) months of Internet service charges per plan plus a disconnection fee of \$100 for disconnection of the equipment.

Customers will also be charged for any TWN owned equipment that is damaged, unrecoverable, or not returned to TWN.

Please refer to the "How to Contact TWN" section of this agreement for information on where to direct your notice.

## **23. CUSTOMER REQUESTED SUSPENSION OF SERVICE (VACATION STATUS)**

Residential customers may request temporary suspension of their Internet access service. For the duration of the suspension, you are not able to use the service to access the Internet but retain access to your email account. While the plan's monthly service charge does not apply during the requested suspension period, some fees may continue.

Customers requesting suspension of service will be assessed a reactivation fee of \$9.99. If service is reactivated for less than one month then a minimum amount equal to one month's plan charges plus any applicable taxes and surcharges will be billed.

Customer requested suspensions of service cannot exceed 6 months per calendar year.

**Important Note:** Suspension of service will affect the ability to use other products and services that require Internet access (including VOIP digital phone services), whether provided by TWN or not.

## **24. LEGAL VENUE**

This agreement is accepted at TWN's home office in Florida and shall be governed and interpreted in accordance with Florida law. You agree that the laws of the State of Florida shall be applied in all matters pertaining to the construction and/or application of the terms of this agreement. The parties hereby consent to the sole and exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida for any action or claim between the parties. Your acceptance of this agreement constitutes your consent and submission to personal jurisdiction to any action or claim between the parties in such courts.

## **25. FULL AGE OF LEGAL MAJORITY; YOU MUST BE AT LEAST 18 YEARS OLD**

Customers must be at least 18 years old. You represent that you are of full age of legal majority and are not under any disability or restriction, and are in all respects fully authorized and empowered to enter into this agreement and be bound by and perform in accordance with its terms.

## **26. THIS DOCUMENT IMPOSES LEGALLY ENFORCEABLE OBLIGATIONS**

This document, when accepted by you, will impose certain legally enforceable obligations upon you. If you have any questions pertaining to the content or effect of this agreement, it is your responsibility to contact your own legal advisor.

## **27. CHANGES TO RATES, TERMS AND CONDITIONS**

TWN may change rates, network addresses, email usernames or domains, promotion periods, and/or terms and conditions from time to time. TWN will generally notify you of increases prior to the effective date of the increases. TWN may decrease rates and charges without providing advance notice. Continued use of the service constitutes your agreement to TWN's rates and terms and conditions that are in effect at the time you use TWN's services.

## **28. PROVIDING NOTICES**

TWN will provide most notices to you by email, bill message, or bill insert. Notices may also be provided via a general posting, by conventional mail, or via other reasonable commercial method.

If you need to send notice to TWN or if you have any questions or comments, please refer to the "How to Contact TWN" section of this agreement.

## **29. NO WARRANTIES**

TWN makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, in connection with use of its services. In no event shall TWN be liable for incidental or consequential damages to the full extent the same may be disclaimed by law. Service interruptions will occur from time to time and you agree to hold TWN harmless for all such interruptions.

### **30. LIABILITY OF THE COMPANY, INDEMNITY**

TWN shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over TWN, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties. In addition, TWN shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of the provided equipment, facilities, or services. TWN is not liable for and shall be fully indemnified and held harmless by you against any claim of special, consequential, punitive or incidental damages including loss of use, profits, revenue or goodwill. TWN shall not be liable for any failure or performance of any equipment due to causes and/or circumstances beyond its control, nor shall TWN be liable for any act or omission for any other company furnishing any portion of the service to you, including, but not limited to, any equipment owned or leased by you, any equipment supplied to you by TWN or any other supplier of equipment to you, or any network service contracted by you or TWN. Please also note that communication systems are subject to degradation of service from phenomena such as so called Line Noise interference and other causes beyond the reasonable control of TWN.

Further, TWN shall not be liable for and shall be fully indemnified and held harmless by you against any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from, or in any way attributable to, acts or omissions of TWN relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under these terms and conditions.

### **31. SECURITY AND VIRUSES**

You assume sole responsibility for the protection of your account and data and you acknowledge that the Internet is NOT a secure system. As with any broadband Internet connection, you have a constant open connection to the Internet and are therefore subject to any and all forms of Internet attack. TWN does not provide any inherent network security and each customer is responsible for protecting their individual systems. Software firewall protection is widely available. There are frequent software or firmware updates of virus protection and/or firewall systems and it is important that you are aware of them and perform updates as needed.

The Internet may contain viruses/malware that may pose a significant threat to parts or all of the data contained within your devices. TWN has no control over viruses/malware. You assume responsibility for administering your own virus/malware protection procedures. You further agree to hold TWN harmless from any damage caused by viruses/malware obtained through your use of the service. You further agree not to promote or introduce any virus/malware onto the Internet or TWN systems. Doing so may result in termination of service.

The technology presently available for use on the Internet is not sufficient to guarantee confidentiality or security with respect to transmissions over the service or the Internet, generally, or transactions (such as purchases by credit card, etc.). Data can potentially be viewed by third parties without your consent. Consequently, you should not place or allow to be placed, information of a private or confidential nature on TWN servers. Accordingly, you assume sole and complete risk and responsibility for the consequences of such actions and for the security of your account, and TWN



assumes no such responsibility.

## **32. USE OF SERVICE, FRAUD, TERMINATION OR DENIAL OF SERVICE BY THE COMPANY**

The intent of this agreement is to enhance your use of the Internet by giving you basic guidelines for its use. Users of TWN's; TWN Communications Fiber must fully abide by the terms of this agreement. In accordance with these terms and conditions, at our sole discretion, we may remove any materials that may be illegal, may subject us to liability, or which may violate this agreement. Should you commit any violation of this agreement, your account may be suspended or terminated, and you may face other recourse(s) as may be available to TWN.

You are responsible for providing the necessary computer equipment, devices, software, etc capable of connecting to the Internet using equipment provided by TWN. Minimum system requirements are set forth in this agreement. Use of the service is subject to interruptions at TWN's discretion. Unauthorized access to the service, to restricted portions of the service, or to the telecommunications or computer facilities used to deliver the service, is a breach of this agreement and may result in termination of service by TWN.

You are responsible for learning to use the Internet services you choose, and for the use of software designed for use with the Internet. TWN is not responsible for configuring or teaching you how to operate any hardware or software on your device(s). TWN reserves the right to refuse technical support to any customer who TWN believes is abusing the service of technical support.

You, not TWN, shall be responsible for compliance with FCC Rules for all customer premise equipment and/or facilities once the equipment has been installed by TWN at your premises.

Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes but is not limited to: (1) Using the service for any purpose which is in violation of any law. (2) Obtaining or attempting to obtain services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for services, or assisting any other person or firm in such regard. (3) Attempting to/or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any TWN facilities or assisting any other person or firm in such regard. (4) Using the service in a manner that interferes unreasonably with the use of service by one or more other customers. (5) Using the service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to contact another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

TWN may also immediately cancel services provided to you, for any of the following reasons: Nonpayment of any sum due to TWN for any service; use of any service in a fraudulent or suspected fraudulent manner; unauthorized attempts to resell the service; failure to comply with any provision of these terms and conditions; or the violation of any law or requirement of any governmental agency. If you fail to comply with any section(s) of this agreement, or any other reason that TWN in its sole discretion shall deem sufficient to justify such cancellation, you release TWN from all liabilities or obligations and agree to pay TWN for all costs or damages that TWN incurs as a result.

### 33. USE OF THE INTERNET

TWN has no control over opinions, advice or statements given or made by anyone other than authorized TWN spokespersons in any manner on or through the service. Opinions, advice, and all other information expressed by users or service providers on the Internet represent their own views and not necessarily those of TWN. TWN does not endorse, support, or vouch for the accuracy of any such information. The Internet lets you share information and communicate with other individuals accessing the Internet all around the world. By accepting this agreement, you agree not to use the service to send, or submit for public posting, or intentionally receive any abusive, obscene, profane, sexually explicit, threatening or illegal material, or material containing blatant expressions of bigotry, racism or hate. If it comes to the attention of TWN that you are using the service in such a manner, your access will be immediately terminated. You agree not to use your access to the Internet through the service to engage in unsolicited advertising to other individuals accessing the Internet to buy or sell any products or services. This does not apply where a forum exists on the Internet for the purpose of trading/selling equipment or services. You are responsible for material sent through or displayed on the Internet under your email/username, even if a claim should arise after termination of your service.

TWN exercises no control over the content or the information passing through the service and you are advised that sometimes information you may receive may be considered offensive or obscene. You will not hold TWN responsible for information or content on the Internet that you may consider obscene or offensive. Use of any information obtained via the service is at your own risk. TWN specifically denies any responsibility for the accuracy or quality of information obtained through the service.

You agree that you will not use or attempt to use the service or the Internet in any way or for any of the following purposes: 1. to seek to gain unauthorized access to the resources of the Internet; 2. to disrupt the intended use of the Internet; 3. to waste resources (people, capacity, and/or computer) through such actions; 4. to destroy the integrity of computer-based information; 5. to compromise the privacy of users; and/or 6. to seek to commit an illegal act through the use of the service.

It is your responsibility to comply with all U.S. and International laws with respect to your use of the Internet, including, but not limited to, copyright laws, obscenity laws, defamation laws, etc. You are reminded that conduct which is illegal in other media (for example, violations of copyright laws, etc.) is also illegal on the Internet, and you are fully and solely responsible for the consequences of engaging in any illegal conduct by use of the service.

TWN is not responsible in any way for any programs or devices used or intended for use in connection with the service, even if such programs are made available through the service. Most of the programs used with the service are third party programs beyond the control of TWN. You agree to indemnify and hold TWN harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which TWN is made subject as a result of any illegal, unethical or other improper use by use of your service, and/or a breach by you of this Agreement.

**Public Posting Areas:** Public posting areas, such as the Usenet, exist on the Internet where users may submit material for viewing by other persons accessing the Internet, and view submissions by others. Submissions may include the name, login and other information that would be displayed with the submitted material. You agree to use public postings areas only in accordance with this agreement and any specific policies and guidelines for the area that are displayed on the Internet. Anonymous postings to public areas will not be tolerated and may result in immediate termination of your right to use the service. You may not submit copyrighted material to public posting areas without the specific authority of the copyright owner; doing so is a breach of this agreement and may subject you to legal liability. By submitting material to a public posting area, you agree to indemnify TWN and hold it harmless from claims arising from the submission. Remember: You are responsible for all submissions under your username. TWN is not responsible and shall have no liability for material displayed in a public posting area. By submitting material to a public posting area, you are irrevocably granting everyone accessing that area permission to reproduce and/or redistribute

all or parts of your submission in any form for noncommercial purposes. In addition, anyone is free to use information contained in a submission for any purpose, at his or her own risk.

### **34. TWN COMMUNICATIONS FIBER INTERNET SERVICE ACCEPTABLE USE POLICY**

This TWN Communications Fiber Internet Service Acceptable Use Policy (“Policy”) is intended to help enhance the use of the Internet by preventing unacceptable use. All users of the service (regardless of whether or not they are customers of TWN) must comply with this Policy. By using the service, you confirm your acceptance of, and agree to be bound by, this Policy.

TWN supports the free flow of information and ideas over the Internet and does not actively monitor use of Internet services under normal circumstances. However, TWN does reserve the right to monitor any customer’s online activity if it suspects that user is violating terms or conditions of this agreement or if TWN suspects the user is engaged in some other unlawful or destructive activity.

TWN does not exercise editorial control over the content of any Web site, electronic mail transmission, newsgroup or any other material created or accessed through the service. TWN does not endorse or stand behind the accuracy, truthfulness, or reliability of any information (including statements of opinion or advice) provided on or by means of the service. TWN does not accept responsibility for the content of the materials or information published by others nor the violation of any laws resulting from such publication. TWN may, at its sole discretion, remove any materials that may be illegal or may subject TWN to liability or which may violate this Policy.

TWN reserves the right to suspend or terminate your service if you (or someone using your service account) violate the terms of this Policy or this agreement. Other actions TWN may take include issuing a written or verbal warning, assessing administrative processing charges to recover costs incurred, bringing legal action against offending subscriber(s), and/or reporting the violation to governmental authorities.

## 35. VIOLATIONS OF ACCEPTABLE USE POLICY

You are responsible for your communications via, and your use of, the service. The following constitute violations of the TWN Communications Fiber Internet Service Acceptable Use Policy and are expressly prohibited:

1. **Illegal Use:** You may not use the service for any illegal purpose or unlawful conduct: to download, publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information, and/or violate any applicable local, state, national or international laws whether intentional or not.
2. **Harassment/Harm:** You may not use the service to threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and/or encouragements to others to cause bodily harm or destruction of property. Any attempt to use the service to cause harm to individuals or anyone's network in any way is a violation of the Policy.
3. **Child Exploitation:** You may not use the service to harm or attempt to harm a minor. This includes, but is not limited to hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.
4. **Unauthorized Access:** You may not use the service to intercept or attempt to intercept email, attempt to access the accounts of others, or attempt to penetrate TWN's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
5. **Forgery:** You may not use the service to send, or cause to be sent, email(s) that make use of or contain invalid or forged headers, invalid or nonexistent headers or domain names or other means of deceptive addressing. Similarly, email that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the email is unauthorized.
6. **Copyright or Trademark Infringement:** You may not use the service to upload, email or otherwise post, receive, download or distribute files/data, etc. that contain software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
7. **Fraudulent Activity:** You may not use the service to make fraudulent offers to sell or buy products, items, or services or to advance any type of scam such as "pyramid schemes", "Ponzi schemes", "chain letters" and/or "phishing".
8. **Security and Resource Infringements:** You may not use the service in a manner that adversely affects the availability of its resources to other users including: unauthorized security probing activities or other attempts to evaluate the security and/or integrity of a network or host system without permission; port scanning; network attacks; virus transmission or virus hoaxes. It is your responsibility to ensure that your network is configured in a secure manner. You may not allow others, with or without authorization, to use your network for illegal or inappropriate actions. You may not allow your network to be configured in such a way that gives/allows another party the capability to use your network in any illegal or inappropriate manner.
9. **Unsolicited / Bulk Email:** You may not use the service to send email to users for any purpose other than personal communication, including but not limited to, transmit unsolicited commercial or bulk email, advertise or

offer to sell goods or services to other users.

### **36. REPORTING OF VIOLATIONS OF ACCEPTABLE USE POLICY**

Anyone who believes that there has been a violation of this Policy may report the alleged violation to TWN for investigation.

Please refer to the “How to Contact TWN” section of this agreement for information on where to direct your correspondence.

Please provide, at minimum, the following information:

- . The IP address used to commit the alleged violation
- . The date and time of the alleged violation in Eastern Time
- . Evidence of the alleged violation

### **37. LAW ENFORCEMENT / LEGAL INVESTIGATIONS**

TWN will cooperate fully with any law enforcement agency conducting an investigation of alleged illegal activity involving current and/or former customers’ use of TWN services and/or network transactions with third parties. TWN will also comply with any court order, warrant, subpoena, or statutory authorization which in TWN’s sole discretion purportedly requires disclosure of any subscriber information to a third party.

### **38. DAMAGES**

TWN reserves the right to claim monetary damages from customers and/or other persons/entities that cause economic harm to TWN through a violation of this agreement or by any other means.