

# ALENCO COMMUNICATIONS, INC. INTERNET TERMS AND CONDITIONS

Use of the Alenco constitutes acceptance of the terms and conditions in this agreement. Customer agrees by usage of the following conditions:

## 1. Internet Content and Use

Use of any information obtained via the Alenco Communications service is at your own risk. Alenco Communications specifically denies responsibility for the accuracy or the quality of the information obtained through its service. Alenco Communications Inc., by providing Alenco service exercises no control whatsoever over the content of the information passing through it and you are forewarned that some information you receive may be offensive or, on occasion, obscene. If you are offended by certain language or expression of certain ideas, then by signing onto this service you acknowledge that you have read this warning and will not hold Alenco Communications, its holding company, affiliates, employees, officers, directors or suppliers responsible for any language, thoughts, discussions or graphics which may be part of information viewed by you on the Internet system. You are warned that it is illegal and against Alenco Communications policy for children to view, load, or in any other way access adult material (graphics, audio or text) and that any violation of this rule will be prosecuted to the full extent of the law and will result in the termination of your account without prior notification. As Alenco Communications does not desire to degrade the exchange of legitimate information contained on the Internet, any information originated by you must comply with these Terms and Conditions. The Alenco web site and material are provided on an as-is basis without any warranties of any kind. Alenco Communications and its suppliers, to the fullest extent permitted by law, disclaim all warranties, including the warranty of merchantability, non-infringement of third parties rights, and the warranty of fitness for particular purpose. Alenco Communications and its suppliers make no warranties about the accuracy, reliability, completeness, or timeliness of the material, services, software text, graphics, and links. In no event shall Alenco Communications, its suppliers, or any third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the web site and the material. Personal Web Pages are provided for recreational use by our customers. Content is

restricted to personal use only. No product or service offering will be allowed. Businesses and business organizations must purchase a business page for these purposes. Content will be censored regarding pornography or any other materials deemed objectionable by Alenco. Business Web Pages are available for legal business use. Content is not restricted except for pornography and any other materials deemed objectionable by Alenco. Alenco reserves the right to remove from our servers any material deemed objectionable. Any activity, action or e-mail from any Alenco customer that triggers large amounts of complaints, hate-mail, service attacks or blocks on our Domains is prohibited and your account may be terminated without notice.

## 2. Lawful Use of Service

Alenco may only be used for lawful purposes. Transmissions of any material in violation of a US or state law, rule or regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, by local community standards, or material protected by trade secret. You agree to indemnify and hold harmless Alenco Communications, its affiliates, employees, officers, directors and suppliers from any claims resulting from your use of the service, which damages you or another party. Any unlawful use of our service may result in immediate termination of your service without prior notification. Alenco Communications reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity, transmission of illegal pornographic material or any other activity deemed illegal by law. Further you agree to hold Alenco Communications, its holding company, affiliates, employees, officers, directors or suppliers harmless from, and to indemnify Alenco Communications, its holding company, affiliates, employees, officers, directors or suppliers for, any damages resulting from our cooperation with law enforcement agencies.

## 3. Invoicing and Billing

Alenco Communications will bill for Alenco service periodically. Payments are due when the bill is rendered and are payable at any payment center designated by Alenco Communications. If payment in full is not received by the next bill date, the account will be considered in default and service may be terminated. If your account is disconnected for any cause, you will be charged \$25.00 to be reconnected. Service plans will automatically renew for another term according to your plan type. Only the Prepaid

Service plan has an early termination fee. Alenco Communications invokes a return check charge policy. Returned checks are subject to a \$25.00 fee.

#### 4. Termination of Service

Service may be canceled by either party, in writing, at any time. There is no penalty for termination of service unless you are on the Prepaid Service Plan or you have a special service contract. If you elect to terminate your service in this manner, charges will cease upon receipt by Alenco Communications of your written request. All use of Alenco must be within the restrictions associated with your account and as set forth herein. Alenco Communications reserves the right to terminate service to accounts that exceed their restrictions.

#### 5. Rates, Terms and Services

Alenco Communications reserves the right to change the rates by notifying you at least 10 days in advance of the effective date of the change. If you do not request your service to be terminated before the next billing date, it will be conclusively presumed that you consent to the rates as notified. Alenco Communications reserves the right to change these Terms and Conditions without Notice. Alenco Communications reserves the right to change, without prior notice, our service, including, but not limited to access procedures, hours of operation, menu structures, web pages, commands, documentation, software, vendors, types of hardware, support, and other services and procedures.

#### 6. Service Warranty

Alenco Communications makes no warranties of any kind, whether expressed or implied, for the service it is providing. Alenco Communications also disclaims any warranty of merchantability or fitness for a particular purpose. Alenco Communications intends that the service be used for educational and recreational purposes only. Alenco Communications will not be responsible for any damage you suffer. This includes loss of data or revenue resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by Alenco Communication's own fault or negligence, an interconnecting company's fault or negligence or your errors or omissions. Software provided by Alenco Communications for accessing the Internet is provided as-is. Alenco Communications makes no warranties of any kind, whether expressed or implied, for the software it is providing. Alenco Communications also disclaims any warranty of merchantability or fitness for a particular purpose. Due to the complex nature of computer operating systems and software and the fact that Alenco Communications

has no knowledge or control over the operational state of a customer's computer, Alenco Communications is not liable and customer agrees to hold us harmless from any damages or erratic operation or non- operational status of the customer computer after installing our software. The only Guarantee provided by Alenco Communications is a 30 Day Satisfaction Guarantee. Please see the document describing this program for details. In NO event is Alenco Communications liable for more than thirty (30) days of service fees for any kind of service problems or claim. It is the responsibility of any person or entity using our service for critical applications to develop alternate or backup plans to ensure the continued operation of their applications in the event of an Internet Service outage. Alenco Communications makes no warranties of any kind, whether expressed or implied, on the reliability and stability of our service.

#### 7. Posting of Information

All postings to USENET must comply with the etiquette guidelines such as those posted in news.announce.newusers, and with the posted charter of the newsgroup(s) to which you are posting. Non-compliance with these rules will result in the termination of your account without prior notification. Customer agrees to refrain from inappropriate postings or multiple postings of the same message to many inappropriate USENET newsgroups ("spamming"). Customer agrees to refrain from sending mass or unsolicited e-mail messages. Customer agrees to post advertisements only in areas that specifically encourage or allow advertising. Customer agrees to respect the conventions of the newsgroups, mailing lists and networks to which the customer is posting, including those more restrictive than, but not limited to the above. Complaints received regarding non-compliance will be treated as grounds for termination or suspension of customer's Internet access account. Any customer violating the above stated standards in a manner that requires administrative work by Alenco is subject to a fee billed at a rate of \$150.00 per hour.

#### 8. General Use of Service

The Alenco Unmetered DialUp Usage plans are NOT Dedicated Access accounts. They are not intended to be used 24 hours a day. These accounts do not allow any mechanism to be used which makes it appear as if a user is present when one is not. Accounts will be automatically disconnected after 15 minutes of inactivity. Any process which would cause it to appear that there is activity when a user is not present are disallowed. Sessions on the standard dial-up accounts which exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. In the event Alenco determines that an account is exceeding

the relevant bandwidth or disk utilization or frequently exceeding reasonable session times for dial-up accounts, the owner may be requested to upgrade to an appropriate service plan or to modify the activity creating the excess use, or the account may be terminated. Each account is designed for one login by one person at one time. The use of a single account by multiple people or multiple logins by a single person at the same time is prohibited. Multiple login accounts and multiple use accounts are available for those who require them at an additional charge. The resale or re-distribution of the Alenco service or any other associated services by any and all means is strictly prohibited unless approved in advance in writing by Alenco Communications. Running of Servers of any kind on Alenco service is prohibited unless your service plan specifically allows this type of activity. If you are found to be running a server, you will be asked to remove it. If you do not remove it or you remove it and then reinstate it, your account will be terminated without recourse or refund. IP Addresses are the property of Alenco Communications and may be changed at any time by Alenco Communications.

#### 9. Dial-Up Connections and Phone Charges

It is the customer's responsibility to ensure that their computer is not dialing a long distance number to reach the Internet. NO telephone or long distance charges will be reimbursed by Alenco Communications to a customer who uses Alenco services by dialing a telephone number that is not local to them. It is the customer's responsibility to choose the best dial-up phone number for their usage.

#### 10. IP Addresses

All IP addresses remain under the control of Alenco. They are not portable and do not belong to any customer and may be changed at any time by Alenco Communications.

#### 11. Internet Security

You are responsible for the protection of your account, data and equipment. You are advised that the Internet is not a secure system. Data can be and often is, viewed by third parties. Information of a private or confidential nature should not be placed on the system or if it is you should take steps to protect it using encryption technologies. Alenco Communications specifically denies any responsibility for the security of your account, the data stored in Alenco Communications facilities, any equipment using your account or data stored on your equipment. Alenco is not a storage facility and customers wishing to safeguard their data should make back-ups and store them in a secure place. Alenco Communications notifies you that maintenance back-ups may remain in Alenco Communication's facilities or our supplier's facilities and could be

subject to seizure by law. It is recognized that the Internet may contain viruses or other harmful programs which may, if not eliminated, destroy parts or all of the data contained in your computer. Alenco has no control over these programs. It is also recognized that a person or persons on the Internet may attempt to access your computer or data on your computer without your permission while you are online. Alenco has no control over these people. Alenco does not provide any filtering, firewalled checking of activity, or other security measures to protect customers from this activity. You agree to provide your own mechanism for checking your computer system for viruses and other harmful programs and for checking your computer system for unauthorized access. You agree to hold Alenco Communications, its employees, officers, subsidiaries and suppliers harmless for any damage caused by viruses and other harmful programs or damage caused by unauthorized access obtained through Alenco. Further, you agree not to introduce, knowingly or unknowingly, any virus or harmful program onto the Internet system or Alenco's hosts and not to access or attempt to access any other computer or equipment on the Internet system or Alenco's service without the owner's permission further you agree to hold Alenco Communications, its holding company, affiliates, employees, officers, directors or suppliers harmless from, and to indemnify Alenco Communications, its holding company, affiliates, employees, officers, directors or suppliers for, any damages resulting from any viruses or harmful programs introduced by you into the Internet or Alenco Communications systems and from any unauthorized access by you into the Internet or Alenco Communications systems. Alenco Communications reserves the right to monitor and/or terminate the activities of any user when said activities are adversely affecting Alenco services or customers.

## 12. Spam Filtering

Alenco provides an optional Junk Email (SPAM) filtering service. It is designed to help customers control the amount of un-wanted email reaching their mailboxes. We disclaim all warranties either expressed or implied as the warranty of merchantability or fitness for a particular purpose. We make no claims as to the completeness or accuracy of the filtering process.

## 13. Virus Filtering

Alenco provides virus filtering on email coming into our mail server. It is designed to help customers protect themselves from email borne virus. We disclaim all warranties either expressed or implied as to warranty of merchantability or fitness for a particular purpose. We make no claims as to the completeness or accuracy of the filtering

process. It remains the customer's sole responsibility to provide their own virus protection on their systems.

#### 14. Privacy

Alenco is committed to protecting the privacy of your information that we collect. We collect information required to bill your account, information required to provide you service, and information required to monitor the performance of our systems. We do not disclose any of your personally identifiable information such as but not limited to email name, email messages, billing address or usage information to any third parties except as required to provide you service and by legal or law enforcement directives. We will use your information to inform you of new products, service changes and other information related to service offered by Alenco Communications.

15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall supersede any other terms and conditions of any order submitted or prior price quoted.