

TERMS AND CONDITIONS

Upon registration and by your continued use of the service thereafter, you agree to the following terms and conditions.

Please read this Service Agreement carefully. Together with the Acceptable Use Policy (AUP) and the Privacy Policy, it governs your use of the Internet access and other information, communications and transaction services (collectively called the “Service”) provided to you by Liberty Communications. These Terms and Conditions, the AUP and the Privacy Policy supersede all prior communications and agreements with regard to their subject matter; the current version of each are posted at Liberty Communications’ Website at <http://www.libertycommunications.com/index.php/home/policies-and-tariffs>.

These services are provided by Liberty Communications, 413 N Calhoun St, West Liberty, IA 52776. Liberty Communications will provide services to individual account holders in exchange for timely payment of fees and compliance with the terms and conditions of this document.

The Liberty Communications accounting cycle begins on the 1st of each month. Charges are prorated after the first month’s service. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle. Accounts that are delinquent by two accounting cycles will be suspended. The account holder acknowledges responsibility for the account until payment in full is made.

Cancellation requests must be received by 4:30 pm Central time on the 17th of the month in order to be processed by the beginning of the next accounting cycle. All Liberty Communications accounts must be paid in full before the transaction will be considered complete.

Users must provide Liberty Communications with accurate and complete billing information including legal name, address, telephone number, and report all changes to this information within thirty (30) days of the change. Users are responsible for any charges to their account.

Users having questions regarding charges to an account should contact Customer Service Dept. at (319)627-2145 or (319)643-5353. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Telephone technical support is available upon activation of your account.

Account holder is solely responsible, at its sole expense, for providing hardware and communications equipment and lines necessary to make use of Liberty Communications Services. Liberty Communications assumes no responsibility or liability for any loss or damage due to account holder supplied hardware, software or communications equipment and lines.

Upon registration, Members receive a username, password, and account designation. You and members of your household or business are the only authorized users of your account and must comply with these Terms and Conditions. The account holder agrees to maintain a secure password to the account. Secure passwords are those that are between 6 and 8 characters long, contain upper and lower case letters, and numbers or other characters, and cannot be found in direct or reverse order in a dictionary, without regard to the language of the dictionary. You must keep your password confidential so that no one else may access the Services through

your account. You must notify Liberty Communications immediately upon discovering any unauthorized use of your account.

Any use of Liberty Communications system resources that disrupts the normal use of the system for other Liberty Communications customers is considered to be abuse of system resources and is grounds for administrative intervention. Liberty Communications will enforce email system storage quotas by blocking new incoming messages once the account space limit is reached. Liberty Communications reserves the right to delete email on Liberty Communications servers after notifying the account holder. Free web sites exceeding the allotted amount of server storage may have their access suspended until the account holder reduces the disk space at or below the allotted amount or purchases additional megabytes of storage space.

Depending on the nature and the severity of the abuse, the user may receive an E-mail warning or have their account suspended by Liberty Communications. If the misuse is unintentional, the suspension may be rescinded following discussion with Liberty Communication.

Either party may terminate this agreement at any given time by giving notice. Such notice is effective when given. Customer is obligated to pay for service through the termination date, as detailed on the final invoice.

These Terms and Conditions, the Acceptable Use Policy, the Privacy Policy, and Liberty Communications' other user policies posted on the Website constitute the entire agreement between you and Liberty Communications with respect to your use of the Services. Liberty Communications may revise, amend, or modify these terms and conditions, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on the Website (<http://www.libertycommunications.com/index.php/home/policies-and-tariffs>).