

TCI Terms and Conditions

SYSTEM AND NETWORK SECURITY

TCI makes all reasonable, realistic, and cost-effective methods to attempt delivery of advertised speeds. TCI does not guarantee performance, nor does TCI take responsibility for loss of service or loss of data under any conditions. Our services must be used for lawful purposes. Violations or abuses of system or network security are prohibited, and may subject you to criminal and/or civil liability. You may not interfere or attempt to interfere with any TCI security or system resources, or attempt to circumvent any authentication procedures or security of any host, network, network component, or account in order to access data, accounts, or systems that you are not expressly permitted access. You may not use or attempt to use another person's or entity's account, service, network, or system without authorization. You may not interfere or attempt to interfere with any other user, host, system, or network on the Internet unless expressly permitted to do so.

Our subscribers must agree not to use the Internet for any unauthorized copying, duplicating, display or modification of any intellectual property or material that is protected by copyright or trademark. Subscribers must agree not to transmit any material in violation of any Federal or local regulations or in conflict to any statutes or laws.

Subscribers agree they will not mass-broadcast electronic mail (e-mail), Usenet post, or any other broadcast (including, but not limited to, instant messages and ICMP packets) with the intention of distributing unsolicited electronic mail ("spam") or advertisements or disrupting the operation of another computer or network.

CONTENT

TCI has no obligation to monitor our services, and provide an unfiltered connection to the Internet. TCI doesn't routinely review data, documents, materials, or information before they are transmitted. TCI has no liability--whether arising under the laws of copyright, patent, trade secret, defamation, privacy, obscenity, or otherwise--related to the content of any such communications.

TCI is under no obligation to permanently store or backup any user's data on our servers. Periodically, we will remove emails from our server which are older than 6 months to ensure there is room for newer email. This provides ample time for our customers to download or backup all of their email from our server for safe

keeping. We advise that all of our customers who rely solely on our web-hosting facilities or web-mail applications to retain backups of the email they have received on their own computers.

You are solely responsible for all content including, but not limited to, photographs, illustrations, icons, articles, text, audio clips, video clips, email, or otherwise transmitted via our service. TCI doesn't control content accessed, viewed, posted, emailed or otherwise transmitted or received via our service, and doesn't guarantee the accuracy, integrity or quality of such Content. You understand that by using the Internet, you may be exposed to content that is offensive, indecent or a violation of proprietary rights. You are solely responsible for using reasonable efforts to screen unwanted material. Under no circumstances will TCI be liable for any content accessed, viewed, posted, emailed or otherwise transmitted or received via our service, regardless of where it originated.

At our sole discretion, TCI may take any action we deem necessary to minimize liability for us, our affiliates, or our partners, including (but not limited to) removing any Content and/or immediate Service termination of a user whose conduct fails to conform with the letter or spirit of these terms and conditions. If TCI determines a need to monitor the Services, in our sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or to protect us and our users. TCI reserves the right to block any user's access to any Content, Web site or Web page in our sole discretion.

PRIVACY POLICY

TCI does not disseminate customer personal information of any kind to outside third parties, unless under subpoena or required by law.

TCI will respect your privacy and will abide by all applicable data protection legislation when dealing with your registration information.

TCI may use your registration information - or other personal information submitted by you at another time - in accordance with any purposes for which your consent is or has been given as part of the process during which you submit that information. Your details may be passed on and stored by companies that TCI has contracted with to provide our services but only for the purpose of providing those services to you.

We will not disclose your registration or other personal information to any third party without your consent: other than as set out above; or as required by law or any competent authority.

PAYMENT AND BILLING PROCEDURES

Accounts are set up on a month-to-month basis.

Payment of Internet access is invoiced one month advance of service rendered, with any credits or debits from the previous month added to the bill. Accounts not paid in full by the invoice due date may be subject to late payment fees; additionally those accounts may be submitted to collection and/or disconnected. Payments are due on the 20th day of the month, unless prior arrangements have been made. Accounts not paid by the 21st of the month will receive a past due reminder notice. Payments not received by the 20th of the month will not be posted until the following month's statement.

Internet service will be placed on hold if payment for an account is not received within 10 days of the past due reminder notice. If the account remains unpaid for an additional 10 days, it will be canceled, and after an additional 10 days will be submitted for collection efforts.

Automatic draft payments are processed on the 1st or the 15th of every month based on customer's preference. Credit card charges are processed on the 15th of every month. Changes in any account must be received prior to the 15th. As credit cards are re-issued, remember to keep us informed of new account information, such as expiration dates.

Returned checks are subject to a returned check fee; TCI may not accept checks as further payment, at our discretion. To be reconnected, all charges owing, plus any applicable fees must be paid.

TERMINATION AND ACCOUNT MODIFICATION

Either you or TCI may terminate your account at any time; if all contractual obligations have NOT been met, then penalties dictated within the contract agreement between TCI and the customer/business will apply.

Requests for account termination must be confirmed either in email or with a signed agreement.

Requests for modification of access will only be accepted if they are written.