

Terms of Service

I agree with the terms and conditions of this contract. This Agreement between CENTRAL LINK BROADBAND, located at 155 N League Ranch Rd, Waco, TX 76705-4917, (hereinafter referred to as "Company") and customer defined (hereinafter referred to as "Subscriber") which shall be effective upon the completion of connection and shall remain in effect until service is disconnected.

Provision of Services: Company will provide services on its computing and network systems and also provide the installation of necessary equipment (which includes but is not limited to radio, cable, antennas & standard mounting equipment) to Subscriber in exchange for payment of fees and compliance with the terms and conditions of this agreement. Company's services are defined as the use by the Subscriber of computing, telecommunications, and information services provided by Company and any access to computing, telecommunications, software, and information services provided by others via the Global Internet or private interactions.

Connection/Installation Fees: Rates shall be defined on Company's website (www.centrallink.com) or on a written rate agreement with the individual subscriber.

Payment Policies & Terms: A onetime installation fee of one hundred and ninety-nine dollars (\$199.00) is due at the time of installation. Subscribers will have the option to pay installation fee all at one time or a payment of forty-nine dollars and seventy-five cents (49.75) plus tax for four consecutive months starting from the time of their installation and service if Subscriber uses a Credit Card and payment is setup for AUTOPAY payments. The Subscriber shall pay twenty (\$20.00) for the rental of CENTRAL LINK BROADBANDS equipment. This rental charge of twenty (\$20.00) will remain in effect monthly for the entirety of the service. In advent your services are suspended due to delinquency of payment, the rental charge for the equipment will be billed to the subscriber monthly until all rental equipment is picked up by Central Link Broadband or the equipment is brought back to Central Links Broadband offices. A charge of thirty-nine dollars and ninety-five cents (\$39.95) plus taxes is also due on the day of installation. Payments are made in advance of usage. Payment by Subscriber shall be due to Company within ten (10) days from the date of the invoice. A five dollar (\$5.00) late payment fee shall be assessed on any account not paid within forty-five (45) days of invoice. Delinquent accounts shall be placed on "accounting hold" after sixty (60) days and all services to the Subscriber shall be suspended until the account is paid in full. In the event that a balance is unpaid for seventy-five days (75) there shall be due a Fifty Dollar (\$50.00) reconnection charge to reactivate Subscriber's services. A credit card User has a choice of paying with AUTOPAY, which allows CENTRAL LINK BROADBAND to bill his or her card on each successive billing date without obtaining User's permission after the initial charge. A credit card User shall notify CENTRAL LINK BROADBAND of any changes in credit card number or expiration date. If the card is not honored for any reason, CENTRAL LINK BROADBAND will attempt to notify the cardholder by using the telephone information given at sign-up or by E-mail. CENTRAL LINK BROADBAND will issue an invoice for the period owed and the Subscriber will be subject to the same terms as outlined above. **All subscribers must sign a two year contract with Central Link Broadband. A fee of one hundred and fifty dollars (\$150.00) will be charged to the Subscriber for early termination of contract.**

Account Termination: Subscriber may terminate this Agreement by submitting a written request for termination (email or U.S. Mail) to Company at the address listed in this agreement or at www.centrallink.com for email. Requests received by Company prior to close of business on the twenty-fifth day of the month shall have a termination date of the first day of the month following the receipt of the termination request. Termination requests received by Company after the close of business on the twenty-fifth day of the month through the end of that month shall have a termination date of the first day of the second month following the date of receipt.

Additional Fees: In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included in the standard install.

Equipment & Scope of Work: All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of Company. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered, or assigned equipment or part thereof, together with any costs incurred by Company in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes Company to retrieve from Subscriber's premises equipment for appropriate disposition that is owned by Company, and shall provide access to said premises within 14 days of termination of this Agreement. If access is unreasonably denied, the Company shall charge and expect payment for the full retail cost of said equipment from the Subscriber.

Non Standard Connections: In the event of an aborted connection due to insufficient line of sight to an access point, Subscriber will receive a report of the connection options available. The report will include optional mounting

configurations and their respective costs. Subscriber may at that time choose one of the available options or decline services. If the Subscriber declines services, Subscriber will be refunded all deposits made, less any equipment the Subscriber decides to retain or purchase. This does not include any services requested by Subscriber and fully rendered by Company where service charges apply.

Expedited Connections: Expedited connections within 2 (2) business days or less will incur a Three Hundred Dollar (\$300) expedite charge.

Permitting & Landlord Approval: It is the Subscriber's responsibility to obtain any required permits or to gain landlord approval for the placement of the antenna and installation regarding the Subscriber building. This is applicable to property that is under rental or lease contract by Subscriber. Company is not responsible for property contract violations, damage, or other results of this installation if subscriber or its affiliates proposes ownership or false landlord. Subscriber must gain their Landlord's consents to the installation, maintenance, and removal of the equipment described herein and required by Subscriber to receive Company's services.

Standard Maintenance: Company's connection point ends at the wireless radio or LAN jack on our CPE. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent Network Administrator or vendor. Standard maintenance is limited solely to Company's network and backbone connectivity. If your connection ceases to function properly after it has been tested and shown to be working, but Company's network is still functioning properly, a technician will be sent to trouble shoot during normal business hours (9AM-5PM, Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the "Not Covered by Maintenance Plan or Standard Maintenance Plan" section, standard hourly rate of \$85/hour apply plus charge for materials.

Not Covered by Maintenance Plan or Standard Maintenance Plan: Neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external to the wireless system, such as, but not limited to failure of, or faulty, electrical power or air conditioning, operator error, or malfunction of Subscriber computer and/or peripheral equipment not installed by Company, or from any cause related to or other than the intended and ordinary use. Company is not liable for any damage to property as a result of above occurrences.

Warranties: All Company provided equipment such as cables and antennas are covered under manufacturer warranty against defects for a period of no more than 1 year. If any part of the wireless equipment fails due to manufacturing defect prior to one year, it will be replaced at no charge pending testing of said equipment.

Use of Material: All content downloaded or uploaded using Company's system shall remain the sole responsibility of the Subscriber. The Subscriber assumes all risks associated with material, including but not limited to, copyright restrictions, trademark restrictions, service mark restrictions, confidentiality limitations, trade secrets, patent restrictions, or any other intellectual property tangible or intangible rights associated with the material.

Use of Services: Subscriber is expressly prohibited from reselling or sharing outside of the installation address any services offered by Company under this agreement without the prior written consent of Company. Subscriber is prohibited from hosting any web site dedicated to the sale or dissemination of pornographic materials and/or containing content of a sexually explicit nature. Subscriber understands and agrees that this service may be utilized solely for lawful purposes and the use of this service in connection with or adjunct to any matter or thing which violates and foreign municipal, state, county or federal state or regulation is expressly prohibited. Subscriber acknowledges that Company is a commercial entity. Subscriber agrees that its use of the services herein shall not infringe upon the use by other subscribers of Company or the wireless network. Subscriber is prohibited from sending unsolicited advertising or promotional materials to other companies or wireless network subscribers. Subscriber agrees not to resell or allocate bandwidth as defined under "Abuse of Services" without written consent from Company. The Subscriber shall secure any Wireless Access Points in his network from unauthorized use through the use of mac address filtering or encryption. Should the Subscriber violate any provision of this section, the Company at its sole discretion may immediately suspend services to Subscriber and terminate this agreement. Company's liability for termination of this Agreement under this provision shall be solely limited to a refund to Subscriber of any unearned prepaid service fees. Company shall not be liable for any incidental or consequential damages as a result of the termination of the Agreement under this provision.

Abuse of Services: Any use of the Company system that disrupts the normal use of the system for other Company Subscriber is considered to be abuse of services. The propagation of computer worms or viruses or the use of the network to make unauthorized entry to other computational, information, or communication devices or resources of others is a violation of this agreement. The use of Company's services by Subscriber to modify, alter, reverse engineer, decompile disk, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet

Protocol (RIP) by Subscriber is a violation of this Agreement. Subscriber may not resell or allocate bandwidth to those not included within the business (office specific) referred to within this document as "Subscriber" or others not residing within that specific household or address as defined in section II as "installation address". Company may charge and Subscriber may face legal charges in compliance with local, state or federal laws, rules or regulations, if they are found in violation of bandwidth "stealing" defined in the previous sentence. Any Subscriber deemed by Company to be in violation of this section is subject to immediate termination by Company. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Privacy Policy: The Company requires certain information from the Subscriber for the completion of this contract and in the course of support to the Subscriber. This information is necessary for the Company to provide quality service and support. This information will never be released to others, unless we are ordered by a court of competent jurisdiction to do so. The Company will never sell or rent its subscriber lists or any other subscriber information. The Company will monitor our servers to the extent necessary to ensure that high standards of maintenance are met. The Company will not monitor or record your activities online. The Company will not monitor which web sites you visit or look at, what you put in written communications such as emails, news articles, or chat rooms. The Company considers your email to be just as personal and private as your US Postal Service mail. The Company will not look at or read your email unless it is necessary to resolve a technical issue. In almost all cases, we will clearly inform you of the need to do so, and we will seek your permission before opening your CENTRAL LINK BROADBAND mailbox on our servers. The Company will not release the Subscriber's personal information or usage information to investigators, attorneys, or agencies unless we are directed to do so by a court of competent jurisdiction in the matter. If there is a hearing in court, the Subscriber will be notified so they will have an opportunity to contest the surrender of personal information. The Company will cooperate fully with law enforcement agencies, yet there must still be a court order before the Company surrenders Subscriber information. The Fourth Amendment to the US Constitution requires a court order to conduct a search and seizure. The Company will, when requested by law enforcement entities, acknowledge the existence of Subscriber information, and when requested, provide the technical language to include in the court order, "particularly describing ... the property to be seized". In a criminal investigation The Company is under a duty not to divulge the fact of the investigation to the subscriber.

CHOICE OF LAWS: The laws of the State of Texas shall govern the validity, construction and performance of this Agreement, provided, however, that no choice of law or rule of the State of Texas, or any other jurisdiction, which would cause any such matter to be referred to the law of any jurisdiction other than Texas shall be given any force or effect.

Arbitration & Attorneys Fees: The Subscriber and Company agree that any controversy or claim between them arising out of or relating to this Agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted in accordance with the commercial arbitration rules then in force of the American Arbitration Association. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. Subscriber and Company agree that should either party bring action for enforcement, interpretation or otherwise under this Agreement the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred in any appeal.

Warranty Disclaimer: THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY CENTRAL LINK BROADBAND, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER CENTRAL LINK NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CENTRAL LINK BROADBAND, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS,

COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT CENTRAL LINK BROADBAND IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, CENTRAL LINK BROADBAND'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of CENTRAL LINK BROADBAND in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

Indemnification:

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold CENTRAL LINK BROADBAND, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense (including without limitation attorney's fees and cost of litigation) incurred or suffered by CENTRAL LINK BROADBAND, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify CENTRAL LINK BROADBAND in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and CENTRAL LINK BROADBAND shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

Age Limit

User represents to CENTRAL LINK BROADBAND that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

Sexually Explicit Materials:

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. CENTRAL LINK BROADBAND has no control over and accepts no responsibility whatsoever for such materials.

Prohibited Uses

Send unsolicited email, (known as 'Spam') to anyone residing on our servers or through our servers, or when connected into the network. The following types of email sent constitute as Spam: Forged email To/From address other than from the actual sender or to the actual recipient. Message subject not related to the email body. Email not requested by the recipient. Emails sent in bulk by sender.

Restrict or inhibit any other user from using and enjoying the Internet;

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

Post or transmit any information or software that contains a virus, Trojan horse, worm or other harmful component;

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;

Send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");

Allow users to run Mail list, Listserv or any form of auto-responds from User's account;

Run or activate processes while User is not logged in;

Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity;

Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

CENTRAL LINK BROADBAND has no obligation to monitor the Service. However, User agrees that CENTRAL LINK BROADBAND has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. CENTRAL LINK BROADBAND will not intentionally monitor or disclose any private E-mail message unless required by law. CENTRAL LINK BROADBAND reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement. CENTRAL LINK BROADBAND reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole discretion of CENTRAL LINK BROADBAND following payment of a reconnection charge, to be determined by CENTRAL LINK BROADBAND in its sole discretion.

Right to Cancel

CENTRAL LINK BROADBAND reserves the right to cancel Service for any reason without prior notice. Pre-paid service is non-refundable. CENTRAL LINK BROADBAND will not refund any shipping or handling fees. Cancellations after the first of the month will be charged for that month.

User must notify CENTRAL LINK BROADBAND via telephone or in writing to cancel Service. Cancellations shall not be honored by electronic mail. Fees for any setup, shipping and handling, and monthly service charges placed by CENTRAL LINK BROADBAND are non-refundable.

No Confidentiality

Information transmitted through CENTRAL LINK BROADBAND and through the Internet in general is not confidential. CENTRAL LINK BROADBAND cannot and shall not guarantee privacy or protection of any User. CENTRAL LINK BROADBAND reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of CENTRAL LINK BROADBAND

Non-transferable

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one login session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

Purchases on the Service

If User wishes to make purchases on the Service, the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information, may ask User. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

No System Backup

CENTRAL LINK BROADBAND does not and will not perform system backups on any User's E-mail account(s). CENTRAL LINK BROADBAND shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, CENTRAL LINK BROADBAND will not provide historical data, to any party for any reason, regarding any system or Internet activity.

CENTRAL LINK BROADBAND shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, CENTRAL LINK BROADBAND will not provide historical data, to any party for any reason, regarding any system or Internet activity.

Failure to Comply With Terms and Conditions

CENTRAL LINK BROADBAND may deny User access to all or part of the Service without notice if User engages in any conduct or activities that CENTRAL LINK BROADBAND in its sole discretion believes violates any of the terms and conditions in this Agreement. If CENTRAL LINK BROADBAND denies User access to the Service because of such a violation, User shall not have the right (1) to access through CENTRAL LINK BROADBAND any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through CENTRAL LINK BROADBAND, and CENTRAL LINK BROADBAND shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

Miscellaneous

User agrees to notify CENTRAL LINK BROADBAND if User moves or otherwise changes his or her mailing address or phone number, and to list a truthful name, postal address and telephone number on the forms User supplies to CENTRAL LINK BROADBAND.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

CENTRAL LINKS BROADBAND's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

CENTRAL LINK BROADBAND may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.