

## TRIANGLE COMMUNICATIONS BROADBAND SERVICE AGREEMENT

The undersigned hereby applies for BROADBAND Internet services from Triangle Communications (hereinafter 'Triangle'). **This service is provided without warranties of any kind, neither expressed nor implied. In no event will Triangle, or its principals, agents, employees, contractors, or volunteers be liable for any direct, indirect, incidental or consequential damages, including but not limited to lost savings, lost profits, or lost opportunities, or for any claims by any other party, arising out of the use or inability to use these services, even if Triangle or its principals, agents, employees, contractors, or volunteers have been advised of the possibility of such damages.**

Virtually any type of information and material imaginable is available somewhere on the Internet, including that which might be considered objectionable by some. Triangle acts strictly as a pathway to the Internet and has no means of, and does not engage in censorship. Triangle cannot control access to any part, or subset of the Internet (e.g. we are not able to allow access to some parts of the Internet and disallow access to others) based on the user's age or any other factor. Therefore, in no event will Triangle or its principals, agents, employees, contractors, or volunteers, be liable to anyone or any entity as a result of any objectionable or inappropriate material, including but not limited to; pornography, commercial/copyrighted software, or any other material that may have been retrieved from the Internet by way of Triangle's facilities. Any person or entity who accessed the Internet through Triangle does hereby agree to indemnify and hold harmless Triangle, its principals, agents, employees, contractors, or volunteers, from any liability to anyone or any entity that may arise due to such persons or entities access of the Internet through this information service.

The one-time installation charge that covers the service setup and an e-mail address will be waived if you keep your Broadband service active for 6 consecutive months. This charge is non-refundable unless service is unable to be provided due to problems with Triangle's equipment, etc.

Internet bandwidth (speed) is not guaranteed and is dependent upon line condition and distance from the serving office.

Monthly service will be billed in advance. All new connects will be billed from the date of connect through the end of the billing cycle. All disconnects will be credited from the date of disconnect to the end of the billing cycle.

The Broadband access account to which this agreement refers shall not be used for bulk un-solicited e-mail "spamming". If the account is used in such manner, the user shall be given one warning. Upon the second such incident, the account shall be terminated.

Internet service shall not be re-sold. The computer to be used for Broadband is required to be free of viruses. A current virus scan, completed with an updated virus scanner, must be run before installation.

Broadband Internet connections are always-on. As such, it exposes the user's computer to additional risk of malicious activity. Triangle will be in no manner liable for loss due to such malicious activity. The user is encouraged to use and install a personal firewall software package on the computer. At the request of the user Triangle may provide recommendations about suitable firewalls, but assumes no liability for such third party software.

**If Triangle finds non-standard or faulty subscriber computer equipment, Triangle may, at its own discretion either postpone the installation until corrections can be made by the subscriber, at the subscriber's expense, or cancel the installation and refund any payment for the purchase of the Broadband router.**

**Leased equipment is the property of Triangle and charges will apply when it is no longer in service for any reason including service termination or equipment replacement.** The charge will be credited when the equipment is returned in good condition within 30 days.

**Should your account become delinquent, access to the Internet will be terminated.**