

TERMS AND CONDITIONS

We, ImOn Communications, LLC ("ImOn"), (and its affiliates or designees) will provide Customer with wiring and specific electronic equipment needed to utilize and enjoy the services we provide. Customer understands that all equipment installed or provided to the Customer is the property of ImOn. Customer agrees not to allow any other service provider to use any wiring and/or equipment provided by ImOn for any purpose. Customer agrees not to tamper with, alter or remove any wiring or equipment from the Customer's premises and will exercise reasonable care to prevent damage or loss of wiring and equipment. Customer agrees to allow ImOn to inspect, repair, replace and/or remove this wiring and equipment as may be deemed appropriate between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

Customer agrees to provide ImOn with one week advance notice in the event of voluntary termination of service and acknowledges that billing will continue until all equipment belonging to ImOn is returned. If equipment is tampered with, lost, stolen, damaged and/or not returned within three (3) calendar days of termination of service Customer agrees to pay ImOn \$200 for each Cable Modem.

Customer will be contacted to arrange a convenient time for installation of service. Once an agreed-upon installation date and time is set, it is the Customer's responsibility to notify ImOn of any change of at least 48 hours in advance of the arranged appointment by calling Customer Service at 319.298.6484. Customer may be subject to a \$25 rescheduling fee if notification is not received at least 48 hours in advance of the arranged appointment time.

Normal field services hours for ImOn are 8:00 a.m. to 5:00 p.m. Monday through Friday. If service personnel are dispatched outside of normal service hours at the request of the Customer for reasons other than complete service outage, then service fees and charges may apply.

Customer acknowledges that provisioning of service requires a satisfactory initial and continuing evaluation by ImOn of the Customer's credit history, and authorizes any person or consumer reporting agency to furnish ImOn or its designee with any pertinent credit information in response to a credit inquiry by ImOn. A service deposit may be required prior to service installation.

Customer acknowledges that ImOn may monitor volume levels on usage-sensitive services for purposes of detecting potential fraud and/or excessive usage. If levels of billable usage-sensitive services indicate potential fraud and/or excessive usage, every reasonable effort will be made to contact Customer. ImOn may temporarily suspend service and require a service deposit and/or payment of all outstanding balance(s) prior to reconnection of service if fraud and/or excessive usage is detected.

Customer also agrees to pay ImOn and all legal costs of collections for unpaid balances due plus one and one-half percent (1.5%) interest per month on the unpaid balance. The charges for services provided by ImOn are due in advance, and payable per the billing cycle identified on the front of this agreement. Service may be discontinued if payment(s) are not made within payment terms. Customer will be charged a service restoration fee if reconnected after non-payment.

Customer acknowledges that any and all monthly discounts and/or rebates offered either on a promotional basis or recurring basis may be forfeited in the event of late payment. "Late payment" shall be defined as payments for services received by ImOn after the 'due date' marked on the Customer's monthly invoice.

FORCE MAJEURE. If performance by ImOn of any obligation under this Agreement is prevented, restricted or interfered with by causes including without limitation failure or malfunction of Customer-supplied equipment, acts of God, explosions, terrorism, vandalism, cable cut, storms, fires, floods or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then ImOn shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. ImOn will use reasonable efforts under the circumstances to avoid or remove such causes of nonperformance with reasonable dispatch.

Customer agrees to indemnify and hold harmless ImOn for damages, whether direct and/or consequential, resulting from any malfunction or failure of the equipment for any delay in replacing malfunctioning or damaged equipment.

ImOn shall not be liable to Customer for any indirect, special, punitive or consequential damages arising out of this agreement or from any breach or partial breach of the provisions of this agreement regardless of whether ImOn was advised or had reason to know of their possibility.

This agreement supersedes all prior agreements and constitutes the entire agreement between ImOn and the Customer with regard to purchase of Internet service. Customer agrees that no oral representations of any ImOn representative, agent or employee shall modify the terms of this document. Any modification must be in writing and executed by an authorized representative of ImOn.

ELECTRONIC COMMUNICATIONS PRIVACY ACT (ECPA) NOTICE

In accordance with the ECPA, Customer is hereby notified that ImOn does NOT offer the same kind of privacy for e-mail or files that exists for regular paper mail.

ACCEPTABLE USE POLICY

Customer must comply with the Acceptable Use Policy posted at www.imon.net (the "ImOn.netAUP"). As the cable modem is a different type of Internet access, Customer is further restricted from uses described below. The ImOn.com AUP may be updated from time to time and is considered part of these Terms and Conditions. Customer's continued use of its ImOn Internet account indicates acceptance of the terms and conditions set forth both in the ImOn.com AUP and these Terms and Conditions. Either of these documents may be changed at any time without notice.

CABLE MODEM STANDARD ACCOUNT USAGE

The Cable Modem account is an unlimited usage account. However, there are some restrictions that apply. Due to the high bandwidth nature of the Cable Modem Standard Account, it is important that certain specific issues be addressed.

Customer's Cable Modem Standard Account is a single user, dynamic IP, non-server, non-commercial account defined as follows:

1. Single user – a single computer, equipped with a 10base-T (RJ-45) Ethernet card connected via 10base-T cable to the RJ-45 port of the cable modem.
2. Dynamic IP – a single IP number dynamically assigned to the subscriber's Ethernet card. (Should Customer wish to provide access to more than one computer in Customer's household with the Cable Modem Standard Account, additional dynamic IPs can be purchased from ImOn for this purpose for an additional monthly fee. Alternately, by adding an Ethernet hub Customer can provide access to the Internet for more than one computer. However, each computer must still comply with the non-commercial definitions above).
3. Non-server – the computer that is connected to the cable modem must not be running server software including, but not limited to FTP, HTTP (web), POP and SMTP (e-mail), DNS, NNTP (news), and PROXY servers. These services are capable of over-utilizing the bandwidth that all ImOn Cable Modems share and, as such, are measured in a different way with regard to payment. ImOn will provide space for personal web pages. If found to be running a server, Customer will be asked to remove it. If the server is not removed from service, Customer's account will be suspended. Repetitive suspensions (as defined by ImOn) for violation of this rule will result in termination of Cable Modem service without the option to obtain a new account.
4. Non-commercial – services provided via ImOn Cable Modems may not be resold or redistributed. There are other accounts that will allow commercial or server access. These options should be explored should Customer's needs be other than the Cable Modem Standard Account.

NOTE: Customers choosing digital, interactive or high-speed data products must use coaxial cable equal to or greater than quad-shielded RG-6. ImOn will not provide these services to Customers where wiring is not to this standard. Customer agrees that ImOn may, in order to improve service and/or adhere to FCC leakage requirements, remove, replace, modify or otherwise alter any and all existing coaxial cable found on the premises at the discretion of ImOn.

Any user of the ImOn Internet system that violates ANY of the above rules will be subject to account cancellation at the sole discretion of ImOn without recourse or refund.