

TERMS AND CONDITIONS

This Agreement applies to all telecommunications and related services provided by ImOn Communications, LLC ("ImOn") to Customer (the "Services"). For any Services subject to tariffs, catalogs, or price lists (collectively "Price Lists"), the Price Lists are considered part of this Agreement and are accessible at <http://www.imon.net>. Any Service-specific terms will control for that particular Service, ImOn may amend any terms, pricing and conditions in response to a regulatory change beyond its control that materially changes the technical feasibility or economics of Services provided, including, but not limited to, no longer providing a particular Service. ImOn will provide written notice to Customer when exercising this right. If amended, Customer will have thirty (30) days to terminate the Agreement, after which Customer has waived its right to do so. Maintenance of Customer equipment and any cost associated with modifying or reprogramming Customer's equipment to make it compatible with ImOn Services is solely the responsibility of Customer.

Customer understands that all equipment (converters, decoders, transformers, cable, remotes, modems) installed or provided to the Customer by ImOn 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's notice in the event of voluntary termination of service and acknowledges that billing will continue until all equipment belonging to ImOn is returned.

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 at least 48 hours in advance of the arranged appointment by calling Customer Service at 319-298-6484. Customer may be subject to a rescheduling fee if notification is not received at least 48 hours in advance of arranged appointment time.

Normal field service 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, 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 provision of service.

Customer acknowledges that ImOn may monitor dollar-volume levels on usage-sensitive services (telephone long distance calls) 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 any 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 disconnected 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.

From time to time ImOn will perform maintenance on its network during the standard maintenance window of Midnight to 4 a.m. central time. ImOn may need to perform unscheduled network maintenance outside the standard maintenance window that may result in a brief service interruption. ImOn will give Customers advance notification of such interruption whenever reasonably possible. Any ImOn liability resulting from an unscheduled Service interruption will be determined in accordance with the governing Price List and this Agreement.

Customer releases ImOn from any damages for any error, including by not limited to, omissions, related to directory listings. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT OR GOODWILL.** In no event shall ImOn be liable for the acts, omissions, or delays imposed by third-party vendors to ImOn as long as ImOn has made commercially reasonable efforts to obtain the necessary services on a timely basis. Any ImOn liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit under the governing Price List. Remedies under this Agreement are exclusive and limited to those expressly described herein. **NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

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 performances 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.

This agreement supersedes all prior agreements and constitutes the entire agreement between ImOn and the Customer with regard to purchase of local and long distance telephone 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.

LETTER OF AGENCY.

This agreement authorizes ImOn to request and receive data and billing information and to act as Customer's representative for telecommunications. ImOn is authorized to notify Customer's local and long distance telephone company of Customer's telecommunications choices for the telephone number(s) listed on the front of this form.

This authorizes ImOn to acquire Customer's telephone numbers listed on the front of this form for the purposes of joining Customer's telephone number(s) with their shared services.

This further authorizes ImOn to switch Customer's long distance service to ImOn for the telephone number(s) listed on the front of this form. Customer understands this authorization changes Customer's long distance carrier.

Customer agrees to pay all charges prior to ImOn acceptance of Customer's local charges, long distance charges and any additional charges still applicable.