Terms and Conditions

This Agreement is between you as our Subscriber and MaxxSouth Prepaid Internet ("MaxxSouth Prepaid" or "we"). This Agreement states the terms and conditions under which we agree to provide you with High-Speed Internet Service ("Service"), and you agree to use the Service in compliance with these terms and conditions of receiving the Service, as well as any other terms and conditions which are incorporated herein by reference or to which you have otherwise agreed govern the Service.

THIS AGREEMENT IS A CONTRACT. PLEASE READ IT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF SERVICE THEN YOU MAY NOT USE THE SERVICE AND MUST CONTACT US IMMEDIATELY TO TERMINATE SERVICE.

1. Length of Agreement; Acceptance of Agreement; Agreement Terms Generally

Unless a specific, longer length of time has been agreed to in writing by both parties, the length of this Agreement will be month-to-month (the "Term"). The Term begins when you accept this Agreement and ends when you or MaxxSouth Prepaid terminate this Agreement pursuant to the applicable terms and conditions of service.

Your acceptance of this Agreement occurs upon the earliest of: (a) the date of your written, verbal, or electronic acceptance of this Agreement, (b) the date you first use the Service, or (c) the date you begin using the Service. If you change Service plans, the Term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

This Agreement consists of the terms below, plus: (a) the specific elements the internet product you are purchasing (including the product's pricing as described in the information made available to you at point of sale); (b) MaxxSouth Acceptable Use Policy; (c) MaxxSouth Privacy Policy; (d) MaxxSouth Broadband Internet Access Service Disclosure; (e) MaxxSouth broadband labels; (f) MaxxSouth Minimum Equipment Requirements; (g) MaxxSouth Internet Consumption Plan Frequently Asked Questions (FAQs); (h) any other MaxxSouth policy referred to in this Agreement, and (i) any other terms and conditions to which you and MaxxSouth Prepaid have mutually agreed; all of which are incorporated herein by reference and made a part of this Agreement. Current versions of this Agreement and related policies and disclosures, which are incorporated herein, are posted online at: **www.maxxsouth.com/legal**.

2. Definitions.

1. “MaxxSouth Prepaid Website(s)” mean various web pages, tools, information, software, content, and features operated by MaxxSouth Prepaid, including without limitation the sites located at maxxsouth.com.
2. “Dispute(s)” means any dispute, claim, or controversy between you and MaxxSouth Prepaid regarding any aspect of your relationship with MaxxSouth Prepaid, including those based on events that occurred prior to the date of this Agreement or after its expiration or termination.
3. “Equipment” means the modem, router and/or other equipment provided by MaxxSouth Prepaid for use with the Service, which may be provided upon customer request and/or as needed to provide a Service connection, and which may be subject to a specific charge from MaxxSouth Prepaid.
4. “Primary Email Address” means the email address that you provide to MaxxSouth Prepaid when Service is installed or any subsequent email address you provide to MaxxSouth Prepaid and request be designated as the email address at which MaxxSouth Prepaid contacts you or sends you notice.
5. “Service” means all MaxxSouth Prepaid High Speed Internet services, together with the software, Equipment, content, technical support, email, domain name server (“DNS”) and related services, MaxxSouth Prepaid Websites, and other products and services provided by MaxxSouth Prepaid under the pricing plan applicable to your Service.

3. Revisions to This Agreement

From time-to-time MaxxSouth Prepaid will revise this Agreement and other the terms, conditions, and policies governing your Service, including without limitation the provisions that govern the way that you and MaxxSouth Prepaid resolve disputes. Notice of those revisions shall be deemed to have been given when provided pursuant to the terms of this Agreement, including without limitation when: (a) transmitted to your Primary Email Address; or (b) mailed via the US mail or hand-delivered to your address on file with us (including through a bill message or bill insert)); or (c) seven (7) days after they are posted on the Website, subject to notification of this posting via a service or other message system to you); or (d) thirty (30) days after publication in the newspaper with the largest daily circulation in the relevant service area; or (e) in any other manner reasonably calculated to provide the necessary information. As a Subscriber to the Service, you agree to visit the Website periodically to check for updates and to check for emails and other messages to review any revisions to this Agreement.

We will give you notice pursuant to these terms and conditions prior to the effective date of any increases to the monthly price of your Service or Bundled Service plan (excluding other charges as detailed in Section 8). You agree that notice may be provided in any manner specified in this Agreement or in any manner which may provide reasonable notice to you.

Revisions to any other terms and conditions shall be effective on the date noted in the posting, email, or regular mail provided. If any such change is unacceptable to you, you may terminate your Service subject to Section 9 below and any other applicable terms and conditions of Service. If you do not terminate the Service, you thereby accept the revisions and agree to abide by them by continuing to use the Service after the revisions are effective.

You agree to notify MaxxSouth Prepaid immediately of any changes to your personal or contact information, including without limitation in your mailing address or Primary Email Address, and that failure to do so waives any deficiency in MaxxSouth Prepaid's notification process to the extent it relies on outdated information.

4. Authorized User, Account Use, and Responsibilities

1. You acknowledge that you are eighteen (18) years of age or older, that you have the legal authority to enter into this Agreement, and that you are legally empowered to and do authorize MaxxSouth Prepaid to enter upon the property where the personal computer is located for the purpose of: (1) installing and otherwise working with transmission lines in the utility easement on the property, including, if necessary, an above ground pedestal in the easement; (2) attaching wiring and equipment to the structure; and (3) otherwise performing work necessary to maintain and improve your connection and network performance.
2. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement); that you are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account; and that you are financially and otherwise liable for all activity associated with your account, whether or not specifically authorized by you.
3. The Service is engineered and intended for use by residential consumers. You acknowledge and understand that Service is not designed for or intended to be used for any commercial purpose. Absent express written authorization from MaxxSouth Prepaid, you may not resell, re-provision, or rent the Service (either for a fee or without charge), or allow third parties to use the Service via wired, wireless or other

means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot); use it to generate or distribute automatic mailings, mass-mailings, or "SPAM"; or engage in similar activities that constitute such use (whether commercial or non-commercial). You may connect multiple computers/devices within a single home to your modem and/or router to access the Service, but only through a single MaxxSouth Prepaid-issued IP address. You also may not use the Service to host any type of server, and exceeding the data allowances provided for in your Service plan may lead to additional charges or suspension of service. Violation of this section may result in additional fees, or the suspension or termination of your Service. Depending on your Service tier, your Service may log-off automatically and without notice if your account is idle for fifteen minutes. An account session may be deemed to be idle if there appears to be no interactive, human-generated data received from your computer system within a prescribed amount of time. Use of automatic re-dialer, script or other programs for the purpose of avoiding inactivity disconnects is a violation of this Agreement. You may only use your account for one log-on session per connection type at a time and you may not use more than one IP address for each log-on session.

See MaxxSouth Prepaid's use policies, linked at **www.maxxsouth.com/legal,** for additional information

5. Privacy Policy; Legal Compliance

Personal information you provide to MaxxSouth Prepaid is governed by our Privacy Policy, a link to which can be found at **www.maxxsouth.com/legal**, which is subject to change from time to time. MaxxSouth Prepaid reserves the right to disclose account and user information, including email and personally identifying information, consistent with the terms and conditions of Service and applicable law, and to fully cooperate with law enforcement authorities in the investigation of any criminal or civil matter. Such cooperation may include without limitation the monitoring of the MaxxSouth Prepaid network consistent with applicable law. MaxxSouth Prepaid is required by law to report any facts or circumstances reported to us or that we discover from which it appears there may be a violation of certain laws, including without limitation child pornography laws; and MaxxSouth Prepaid reserves the right to report any such information to law enforcement and other government officials, including the identity of users, account information, images and other facts.

6. Availability of and Changes to Service

1. Speed and performance are not guaranteed. MaxxSouth Prepaid provisions your modem and engineers its network so that its users get the speeds to which they have subscribed. However, even where the network is optimally engineered, conditions outside MaxxSouth Prepaid's control may affect service speed. MaxxSouth Prepaid advertises its speeds based on the tier of service to which a Subscriber subscribes, and the maximum engineered speed at the point of demarcation (i.e., the exterior point which the network equipment is continuously owned, maintained, and controlled by MaxxSouth Prepaid) meets or exceeds the speed advertised for the applicable service tier. The speeds advertised for the Service reasonably describe the network upload and download speeds MaxxSouth Prepaid provides and that you are likely to experience under real-world conditions.
2. The bandwidth available to each device connected to the network will vary depending upon the number, type, and configuration of devices using the Service, and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on the condition of the relevant network infrastructure, your computer configuration, overall load on your internal network system, your use of MaxxSouth Prepaid video on demand service, the condition of your cable lines and the wiring inside your location, and other factors that may be outside MaxxSouth Prepaid's control.
3. If you believe that your service is not meeting the advertised speed to the demarcation point, please contact MaxxSouth Prepaid so it can determine if there is a MaxxSouth Prepaid network issue that is interfering with your level of service, or the speed you are experiencing can be otherwise improved on your internal network.
4. MaxxSouth Prepaid reserves the right, at any time and with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control as necessary to maintain and improve customer service.
5. MaxxSouth Prepaid reserves the right to change the features, content or applications of the Service, including the maximum speeds of the Service, from time to time.
6. Actual service speed depends on factors (e.g., customer equipment, design on home network, layout of resident) that are outside MaxxSouth Prepaid's control. Network speed is an estimate and not a guarantee of the speed at which your connected devices will perform.
7. MaxxSouth Prepaid is not responsible for lost or misdirected data (e.g., due to wired or wireless signal loss or degradation) for any reason.

8. If you have service problems, MaxxSouth Prepaid will attempt to correct service problems caused by our Equipment or Software; however, we are not required to install, service or replace other equipment or software.

9. Depending on the circumstances, we may charge you for service calls. For more information, please contact MaxxSouth Prepaid customer service.

10. Except as specifically provided herein or under applicable law, MaxxSouth Prepaid has no liability for service interruptions; however, if you lose all Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, MaxxSouth Prepaid will provide you a credit for that period if you request All credit requests must be made within 30 days of your next bill following the outage or service issue.

11. MaxxSouth Prepaid has no obligation to compensate you for service problems that are beyond our reasonable control. Without limitation, examples of problems that are per se beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, pandemic conditions, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses, and labor disputes.

12. Our Services may not work with equipment, software or services that we did not provide to you, and MaxxSouth Prepaid has no liability for this.

7. Software Licenses and Third-Party Services

1. For a fee or at no charge, MaxxSouth Prepaid may offer or otherwise provide you software which is owned by MaxxSouth Prepaid or third parties ("Software") for use in connection with the service. You acknowledge that MaxxSouth Prepaid may not provide support for this Software. It is your responsibility to obtain support, updates, and upgrades directly from the Software vendor, and you acknowledge and agree that such support, updates, or upgrades may not be available, or that if available additional charges may apply.

2. Certain Software may be accompanied by an end user license agreement ("EULA") from MaxxSouth Prepaid or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You acknowledge and agree that you will not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA.

3. For Software not accompanied by a EULA, you are granted a revocable, non-exclusive, non-transferable license by MaxxSouth Prepaid or its applicable third-

party licensor(s) to use the Software (and any corrections, updates and upgrades provided). You may not make any copies of the Software or any third-party materials. You agree that the Software is confidential information and that you will not disclose or use the Software except as expressly permitted herein.

4. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by MaxxSouth Prepaid and/or third parties. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software; otherwise reduce the Software to a human readable form; modify, rent, lease, loan, use for timesharing or service bureau purpose; reproduce, sublicense or distribute copies; or transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the third-party materials. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that MaxxSouth Prepaid and/or its third-party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

5. Your license to use the Software or any Additional Services will remain in effect until terminated, or until your Service is terminated, whichever is earlier. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer or other device.

6. If you subscribe to or otherwise use any third-party services offered by MaxxSouth Prepaid, your use of such services is subject to the EULA of that third party Violation of those terms may, in our discretion, result in the termination of your Service.

7. All title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Websites (including but not limited to, related software, images, photographs, animations, video, audio, music, text, and content), are owned by MaxxSouth Prepaid, its affiliates or third parties. All title and intellectual property rights in and to the information and content which may be accessed through use of the Websites are the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement does not grant you any rights to use such content,

nor does it grant you any rights to the Websites, other than the right to use the Websites according to the terms of the Agreement.

8. You agree that MaxxSouth Prepaid will have no liability to you or to anyone else for any claims relating to your use of the service. You may use the Software only in connection with the Service and for no other purpose.

8. Pricing, Billing, Changes to Service Plans and Payment

1. You agree to pay the fees applicable to your Service or Bundled Service on a monthly basis, and to pay: (1) applicable taxes, (2) surcharges, (3) recovery fees, (4) other government fees or charges, (5) activation fees, (6) installation fees, (7) set-up fees, (8) equipment charges, and, (9) late payment fees, (10) all other recurring and nonrecurring charges associated with the Service plan you have selected, and (11) any other fees or charges applicable under the terms and conditions of your service. The taxes, surcharges, fees and other charges may vary on a monthly basis. Surcharges and fees are not taxes and are not required by law but are set by MaxxSouth Prepaid and may change. You also agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit, insufficient funds, or late payment.

2. The first month applicable charges are due at or before service begins. Unless specified otherwise at sign up, subsequent amounts will be charged monthly and in advance; charges must be paid in full each month, and charges are subject to change on reasonable notice.

3. A $50 activation fee is required at the time of purchase for all new service activations. The activation fee is non-refundable under all circumstances, including cancellation, termination, or disconnection of service. Customers who reconnect service within 180 days of paying the original activation fee will not be considered a new activation and will not be charged an additional activation fee. Customers who reconnect service more than 180 days after paying the original activation fee will be considered a new activation and must pay a new $50 activation fee to restore service.

4. Failure to pay charges when due may result in suspension or termination of your Service without notice. If notice is provided, it may be delivered through your browser (which may interrupt your browsing session) or through any other medium that is reasonably likely to provide notice. Such notices may be viewable by anyone connected to the network through your account. If your Service is terminated, a re-connection charge will apply. If MaxxSouth Prepaid uses a collection agency or legal

action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including reasonable attorneys' fees.

5. If you fail to pay applicable charges and MaxxSouth Prepaid refers your account(s) to a third party for collection, you agree to pay a collection fee at the maximum amount permitted by law, but not to exceed 18 percent.

6. You acknowledge and agree that you may also incur data charges or fees from a wireless or internet service provider (which may be MaxxSouth Prepaid or a third party) for accessing online services or purchasing products and services through interactive options available through the MaxxSouth Prepaid service. You are solely responsible for all charges or fees payable to MaxxSouth Prepaid or third parties, including all applicable taxes, and you are responsible for protecting the security of credit card and other personal information provided to third parties in connection with such transactions.

7. You may only take advantage of one special pricing promotion during any consecutive twelve (12) month period. Eligibility for promotional offers may be contingent upon meeting certain conditions, including without limitation payment of all outstanding MaxxSouth Prepaid charges. We may restrict and limit special pricing promotions on a per household basis no matter which household member seeks to be the named Subscriber.

8. Unless prohibited by law, we may but are not required to evaluate your credit history before providing you with our modifying service. In order to establish an account with us and/or obtain or modify Service, we may obtain a report from a consumer credit agency or exchange information with our affiliates in connection with determining your creditworthiness. If you fail to pay due amounts, we may submit a negative credit report to a credit reporting agency, which will negatively affect your credit report.

9. You agree promptly to notify MaxxSouth Prepaid of any changes to your relevant personal or billing information.

9. Termination or Suspension of Service

1. Unless you have subscribed to a plan which obligates you and MaxxSouth Prepaid for more than a one-month period, or parties have otherwise agreed, you or MaxxSouth Prepaid may terminate this Agreement at any time by giving written or e-mailed notice of termination to the other party. Termination will be effective upon your appropriate notice to MaxxSouth Prepaid or MaxxSouth Prepaid's appropriate notice to you.

2. If you are subscribed to a plan which does obligate you for more than a one-month period, MaxxSouth Prepaid may terminate this Agreement upon giving you written notice of termination, including by email notice. You may terminate this Agreement upon written notice to MaxxSouth Prepaid, including by e-mail notice (you may be charged for early termination and other fees); provided, however, that certain additional services (including without limitation MaxxSouth Prepaid Mission Control) may be subject to other conditions regarding service termination. Applicable fees and other charges for early termination, if any, are based on the specific terms and conditions for your service plan and are available at www.MaxxSouth.com/legal.

3. Upon reasonable notice, MaxxSouth Prepaid reserves the right to change, limit, terminate, modify, or temporarily or permanently cease providing the Service or any part of it, in its sole and unlimited discretion. If you violate or are reasonably suspected of violating the terms of this Agreement, MaxxSouth Prepaid may immediately and without notice change, limit, terminate, modify, or cease providing the Service.

4. Amounts paid for the service are non-refundable and service charges are not pro-rated. Upon termination of this Agreement by either you or MaxxSouth Prepaid for any reason, you are not entitled to refund of any amounts paid at the initiation of your Service or at any other point in Service.

5. Upon termination of this Agreement for any reason, you must either return the MaxxSouth Prepaid cable modem and any other MaxxSouth Prepaid-owned equipment within ten (10) business. If you fail to return the equipment for any reason (including theft or destruction), you must pay MaxxSouth Prepaid liquidated damages of One Hundred Fifty Dollars ($150.00) for each cable modem not returned. You agree that the number of liquidated damages is reasonable and established because it would be difficult to determine the actual damages MaxxSouth Prepaid sustained from the failure to return its equipment and the costs associated with replacing the equipment.

6. Failure to return equipment or make all required payments may lead to collections actions against you by MaxxSouth Prepaid.

10. Maintenance and Service

1. You must provide MaxxSouth Prepaid Internet and its authorized representatives with reasonable access to the premises to inspect, repair, maintain, or remove

MaxxSouth Prepaid's equipment, as reasonably necessary to maintain your service and the services of others using the MaxxSouth Prepaid Internet network.

2. MaxxSouth Prepaid Internet is not responsible in any way for any damage to the Subscriber's property, personal computer, or peripherals, or to any software, files, or data, or the voiding of warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of MaxxSouth Prepaid's gross negligence. In no event will MaxxSouth Prepaid Internet's liability for claims related to or arising from MaxxSouth Prepaid service exceed the monthly recurring charge you paid for the prior six months of service.

11. Management of Your Data, Computer, and other Devices

1. You are and agree to be solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for managing your information, including but not limited to backup and restoration of your files and other data. YOU AGREE THAT MAXXSOUTH PREPAID IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR YOUR DEVICE(S) AND REGARDLESS OF WHETHER YOU HAVE ADVISED MAXXSOUTH PREPAID ABOUT THE DATA OR ITS IMPORTANCE TO YOU. YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON MAXXSOUTH PREPAID'S OR ANY THIRD PARTY'S SERVERS.

2. You grant MaxxSouth Prepaid the right to: (1) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple MaxxSouth Prepaid servers for back-up and maintenance purposes; and (2) block or remove any unlawful content you store on or transmit to or from any MaxxSouth Prepaid; provided, however that MaxxSouth Prepaid has no obligation to do so. You acknowledge and agree that MaxxSouth Prepaid does not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

3. You agree that you are solely responsible for maintaining the security of your computer(s), device(s) and data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. **If you believe your login credentials have been lost, stolen, or compromised, or that**

someone has gained access to your account or login credentials without your permission, contact MaxxSouth Prepaid.

4. You acknowledge and understand that MaxxSouth Prepaid automatically measures and monitors network performance and the performance of your Internet connection and our network and will access and record information about your computer and Equipment's profile and settings and the installation of Software.

5. You agree to permit us to access your computer and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing MaxxSouth Prepaid Internet services. You also consent to MaxxSouth Prepaid's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and Equipment settings, as they relate to the Service, Software, or other services, which we may offer from time to time.

6. Any personally identifiable information collected for the purpose of network or computer performance monitoring or for providing customized technical support is not shared outside of MaxxSouth Prepaid or its authorized vendors, contractors and MaxxSouth Prepaid reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of Subscriber information, where required by law and/or for other good cause to provide, upgrade and maintain the Service; and protect the network, other users of the Internet, or our Subscribers. Should MaxxSouth Prepaid change such password(s), we will use reasonable means to notify you, which may include email to a Primary Email Address on file and/or through notice on the Website.

7. You acknowledge that, upon termination of this Agreement and/or the underlying Services, MaxxSouth Prepaid is authorized but not required to delete all files, programs, data, e-mail messages, and other materials associated with the account.

12. Use of the Service, Limitations on Use of the Service

1. You acknowledge that the Service provides access to the Internet with regard to content and that some content on the Internet may be offensive or inappropriate for certain people, including information which may be sexually explicit, obscene, violent, or offensive to you or others using your account, or which otherwise may be unsuitable for children.

2. You assume and accept all responsibility for use of the Service by you or by other persons using your personal computer, mobile device, or account, including persons under 18 years of age, and you agree to provide appropriate adult supervision for persons using the Service who are under 18 years of age.

3. MaxxSouth Prepaid is not responsible for (1) access by you or any other users to objectionable or offensive content or (2) the effectiveness or failure of any blocking and filtering software designed to restrict access to objectionable or inappropriate material or to protect against disclosure of personal or other information.

4. You agree that the Service may not be used by any person to violate any law.

5. You acknowledge and agree that MaxxSouth Prepaid: (1) is not responsible for invalid destinations, transmission errors, or the corruption of your data; (2) does not guarantee your ability to access all websites, servers or other facilities; and (3) does not guarantee that the Service is secure in all cases or will meet your needs; provided, however, that MaxxSouth Prepaid will take commercially reasonable measures to manage its network security.

6. The Service may incorporate software that responds to incorrect or non- existent domain names entered into a browser address You agree that in such cases you will be directed to a page which may offer similar search results and additional destination option, and advertising or other information selected by MaxxSouth Prepaid in its sole discretion. You may opt out of this service feature by clicking the "Opt Out of this Service" link at the bottom of the resulting web page.

7. Consistent with the tier of service purchased, MaxxSouth Prepaid may set a data allowance a customer can transfer (aggregate for both sending and receiving) in a given billing month (the "Data Transfer Allowance" or "Internet Consumption Plan"). The allowance varies by service tier with the limit generally increasing as the nominal download speed of the tier increases; when a customer exceeds that allowance he or she may lose access to the service or be subject to additional charges. All Service usage is aggregated across the MaxxSouth Prepaid Express Internet products on an individual account and installed in the same service MaxxSouth Prepaid's monthly Data Transfer Allowance for any level of Service is subject to change at MaxxSouth Prepaid's discretion.

8. Usage by you or by other people using your personal computer, mobile device, or account, including persons under 18 years of age, will count against this Data Transfer Allowance. The charge for data transfers that exceed the Data Transfer Allowance for each Service tier will be billed at a flat (i.e., not pro-rated) amount and no partial allotments will be made. Unless otherwise agreed to by the parties, at the end of the billing month, the subscriber's data allowance will return to that specified for their service tier.

9. MaxxSouth Prepaid's current network management techniques are detailed in MaxxSouth Prepaid's Broadband Internet Access Service Disclosure document, a link to which is found at **maxxsouth.com/legal**. MaxxSouth Prepaid routinely monitors its network and traffic patterns and makes changes as it deems necessary to manage and improve overall network performance.

10. MaxxSouth Prepaid uses reasonable, nondiscriminatory, network management techniques to improve overall network performance to ensure a high-quality online experience for users. We use various tools and techniques to manage our network, deliver our service, and ensure compliance with our policies, including without limitation our Acceptable Use Policy. Our network management activities may include without limitation identifying "SPAM" and preventing delivery to customer email accounts, detecting malicious traffic and preventing distribution of viruses and other harmful code or content, and using tools and techniques in order to meet our goal of delivering the best possible Internet experience for our customers. MaxxSouth Prepaid's network management practices do not target specific content, applications, services, or devices. As network management issues arise and as technology develops, MaxxSouth Prepaid reserves the right to employ additional techniques or new network management practices as necessary or desirable. By subscribing to the Service, you agree that your use of the Service is subject to MaxxSouth Prepaid's network management practices applicable at the time of such use.

11. You agree that MaxxSouth Prepaid is in no way responsible for the accuracy, integrity, quality, completeness, usefulness, or value of anything contained on or available from or through websites or in any emails, message boards, chat rooms or community services, or in any other public services or social networks. MaxxSouth Prepaid does not endorse any advice or opinion available on the internet; provided, however, that you agree and understand that MaxxSouth Prepaid has the right but not the obligation to monitor or control such services.

12. You represent and warrant that when you transmit, upload, download, post or submit any content, images or data using the Service, you have the legal right to do so and that your use of such content, images or data does not violate the copyright or trademark laws or any other third-party rights.

13. Websites linked to or from the Service are not reviewed, controlled, or examined by MaxxSouth Prepaid, and you acknowledge and agree that MaxxSouth Prepaid is not responsible for any losses you incur or claims based on accessing such websites. The inclusion of any linked websites or content from the Service, including websites

or content advertised on the Service, does not imply endorsement of them by MaxxSouth Prepaid.

14. If you choose to access the Websites from locations outside the United States, you do so on your own initiative and you are responsible for compliance with all applicable local use controls, laws and regulations, including those relating to the transmission of technical data exported from or imported to the United States or the country in which you are using the service. MaxxSouth Prepaid makes no representation that materials on the Website are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited.

13. Ownership and Use of MaxxSouth Prepaid Equipment

Internet technology changes rapidly. Please see the Minimum Equipment Requirements, linked at **maxxsouth.com/legal**. For the most up-to-date information regarding necessary equipment, please contact MaxxSouth Prepaid. In general, however, and without limiting the foregoing:

1. To use the Service, your computer should support both IPV4 and IPV6 Internet Protocol Addressing.
2. You agree not to attach any device that permits access to Services or service levels in violation of this Agreement or the Service plan you choose, or which is unlawful to use pursuant to local, state, or federal laws.
3. You agree not to modify the Equipment or Service in any manner (for example, altering the speeds at which your cable modem operates), or attempt to circumvent controls on any aspect of the Service (for example, changing the IP address assignment process, or sending an excessively high volume of e-mail messages). Such activity may cause degradation in the service for other MaxxSouth Prepaid customers or harm to MaxxSouth Prepaid's network infrastructure and may constitute a crime.
4. The following are and remain the property of MaxxSouth Prepaid unless abandoned according to law: (1) with the exception of the network interface card, all Equipment provided by or delivered from MaxxSouth Prepaid Internet, and (2) the cable and other non-electrical equipment installed on the premises before the residential demarcation point (i.e., between the residence and the pole, pedestal, and ground block).

5. The cable and other non-electrical equipment (if any) installed between the ground block and the personal computer becomes a fixture on the property and will remain in place upon termination of the Service. If the Subscriber requests removal, MaxxSouth Prepaid Internet may refuse, or a reasonable removal charge may apply.

6. MaxxSouth Prepaid reserves the right to seek and obtain reimbursement from you for any damage or injury to the Equipment, the MaxxSouth Prepaid System, or to MaxxSouth Prepaid's business, whether temporary or permanent, which is caused by you or by persons using your Violations of the law will be referred to the appropriate authorities.

14. Warranties and Limitations of Liability

1. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY MAXXSOUTH PREPAID (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT), MAXXSOUTH PREPAID (AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARENT, SUBSIDIARIES, AND AFFILIATES) (COLLECTIVELY THE "MAXXSOUTH PREPAID PARTIES"), ITS THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. IN ADDITION, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY THE MAXXSOUTH PREPAID PARTIES SHALL CREATE A WARRANTY.

2. YOU ASSUME ALL RISK, RESPONSIBILITY, AND LIABILITY FOR USE OF THE SERVICE TO CONNECT TO, AND ACCESS CONTENT ON, THE INTERNET. SUCH CONTENT MAY INCLUDE UNLAWFUL, INFRINGING, ABUSIVE, PROFANE, OR SEXUALLY OFFENSIVE INFORMATION OR CONTENT. MAXXSOUTH PREPAID AND ITS AFFILIATES HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH CONTENT OR FROM USE OR RELIANCE UPON INFORMATION, SERVICES, OR MERCHANDISE ACCESSED ON THE INTERNET THROUGH THE SERVICE.

3. MAXXSOUTH PREPAID MAKE NO REPRESENTATION OR WARRANTY THAT ANY SOFTWARE INSTALLED ON YOUR DEVICE OR THAT YOU MAY DOWNLOAD FROM THE INTERNET, ON-LINE SERVICE PROVIDER, OR OTHER INFORMATION PROVIDER DOES NOT CONTAIN ANY VIRUS OR OTHER DAMAGING OR DESTRUCTIVE ATTRIBUTE; AND MAXXSOUTH PREPAID HAS NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR SUCH ACTS OR OCCURRENCES.

4. THE MAXXSOUTH PREPAID PARTIES DO NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY MAXXSOUTH PREPAID WILL ALWAYS BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. THE MAXXSOUTH PREPAID PARTIES SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

5. MAXXSOUTH PREPAID INTERNET DOES NOT WARRANT SERVICE WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. DEPENDING ON YOUR INSTALLATION, INTERNET SERVICE MAY USE RADIO TRANSMISSIONS; YOU MAY NOT BE ABLE TO USE THE WIRELESS INTERNET SERVICE BASED ON A VARIETY OF CRITERIA BEYOND MAXXSOUTH PREPAID'S CONTROL; AND USE OF THE SERVICE FOR ANY CRITICAL FUNCTIONS WHERE CONTINUOU CONNECTIVITY IS ESSENTIAL IS AT YOUR OWN RISK. THERE ARE MANY FACTORS THAT MAY IMPACT AVAILABILITY AND QUALITY OF THE SERVICE, INCLUDING NETWORK CAPACITY, TERRAIN, TREES, PLACEMENT OF BUILDINGS, THE CHARACTERISTICS OF YOUR RESIDENCE, AND THE CHARACTERISTICS OF YOUR DEVICE AND/OR OTHER ATTACHED DEVICES. DATA DELAYS AND OMISSIONS MAY OCCUR.

6. EXCEPT AS EXPRESSLY DESCRIBED HEREIN OR AS REQUIRED AS A MATTER OF LAW, YOU AGREE AND UNDERSTAND MAXXSOUTH PREPAID IS NOT LIABLE FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON OR ARISING FROM YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM OR THEORY OF THIS LIABILITY. THIS WAIVER INCLUDES WITHOUT LIMITATION CLAIMS BASED IN CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR STATUTE. IN NO EVENT SHALL THE MAXXSOUTH PREPAID PARTIES BE LIABLE FOR: (A) DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR ATTORNEYS' FEES, OF ANY KIND OR CHARACTER, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DAMAGE TO EQUIPMENT OR SURROUNDINGS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, BUSINESS

INTERRUPTION, LOST PROFITS, OR LOSS OF REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE OR PARTIAL USE OF, OR INABILITY TO USE, THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR STATUTE, EVEN IF MAXXSOUTH PREPAID HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

15. Indemnification

You agree to defend, indemnify, and hold harmless MaxxSouth Prepaid from and against all liabilities, costs, and expenses, including reasonable attorneys' fees and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else): (a) in violation of applicable laws, regulations or this Agreement; (b) for the placement or transmission of any message, information, software or other materials to or from you through the Service; and (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data and IP) property. In addition, your obligations as stated herein also apply to claims against MaxxSouth Prepaid for your infringement of patents, copyrights, or other intellectual property rights; your breach of contract; or any other claim arising from your use of the Service.

16. General Provisions

1. All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

2. You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. MaxxSouth Prepaid may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

3. This Agreement is governed by and construed in accordance with the laws of the State of Mississippi.

4. MaxxSouth Prepaid's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms. If any provision of this Agreement is determined to be invalid, illegal or

unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

5. This Agreement, including all Policies referred to herein or provided to you in any form (including online), constitutes the entire agreement between you and MaxxSouth Prepaid with respect to the subject matter hereto and supersedes all prior or contemporaneous agreements or representations. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized person at MaxxSouth Prepaid.

17. Notices

1. Notice by MaxxSouth Prepaid to you (including notice of revisions to this Agreement) shall be deemed given when provided pursuant to the terms of this Agreement, including without limitation when: (a) transmitted to your Primary Email Address; or (b) mailed via the US mail or hand-delivered to your address on file with us (including through a bill message or bill insert); (c) seven (7) days after they are posted on the Website, subject to customer notification of this posting via a service or messaging system; (d) thirty (30) days after publication in the newspaper with the largest daily circulation in the relevant service area; or (e) provided in any manner reasonably calculated to provide you with adequate notice. As a Subscriber to the Service, you agree to visit the Website periodically and to check your email and other messages to review any revisions to this Agreement.
2. Notice by you to MaxxSouth Prepaid will be deemed given when: (a) transmitted from your Primary Email Address to an email address designated by MaxxSouth Prepaid for receipt of such notices, or (b) when mailed via the US mail or hand-delivered to MaxxSouth Prepaid at MaxxSouth Prepaid Internet 105 Allison Cove, Oxford, MS 38655, Attention: Customer Service. If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication.
3. MaxxSouth Prepaid has the right but not the obligation to utilize and automatic messaging system (e.g., Perftech messages) to notify you of account information, including without limitation billing and payment information, which messaging system may interrupt or otherwise disrupt browsing and other access to the Internet.

18. Dispute Resolution; Arbitration; Class Action Waiver

YOU HAVE THE RIGHT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION (EXCEPT ITS JURY TRIAL WAIVER) WITHIN 30 DAYS OF THE DATE YOUR SERVICE BEGINS, IF YOU FOLLOW THE PROCEDURES SET FORTH BELOW. IF YOU SO OPT OUT, THE SOLE VENUE FOR ANY ACTION UNDER THIS AGREEMENT OR ANY CLAIM ARISING, DIRECTLY OR INDIRECTLY, OUT OF THIS AGREEMENT OR THE SERVICES AT ISSUE IS IN THE STATE OR FEDERAL COURTS LOCATED IN LAFAYETTE COUNTY, MISSISSIPPI, AND THE PARTIES EXPRESSLY AGREE TO THE EXERCISE OF PERSONAL JURISDICTION IN THOSE COURTS.

OTHERWISE, YOU WILL BE BOUND TO SETTLE ANY DISPUTES YOU MAY HAVE WITH MAXXSOUTH PREPAID THROUGH THE FOLLOWING DISPUTE RESOLUTION PROCEDURES.

1. You agree to arbitrate rather than litigate in court any and all claims or disputes you may have against us (including any parents, subsidiaries, affiliates, officers, directors, employees, or agents of MaxxSouth Prepaid) that arise out of or in any way relate to: (1) this Agreement; (2) Services that MaxxSouth Prepaid provides to you in connection with this Agreement; (3) Equipment or Software that MaxxSouth Prepaid makes available to you; (4) bills that MaxxSouth Prepaid sends to you or amounts that MaxxSouth Prepaid charges you for services or goods provided under this Agreement; and (5) any services or goods that MaxxSouth Prepaid or any of its affiliated entities provide to you under this or any other agreement, including claims that MaxxSouth Prepaid damaged persons or property in the delivery of goods or services under this or any other agreement. The arbitration between you and MaxxSouth Prepaid will be binding and judgment on the award rendered in the arbitration may be entered in any court having jurisdiction thereof; however, in no event shall this provision prevent you from filing or joining a complaint with the Federal Communications Commission or any state public service commission or public utility commission that has jurisdiction to hear such complaint, or any non-judicial federal, state, or local government agency authorized by law to seek relief against MaxxSouth Prepaid on your behalf.

2. In arbitration, there is no judge and no jury, and review of arbitration decisions in the courts is very limited. Instead, any claim(s) will be resolved by an arbitrator, whose authority is governed by the terms of this Agreement. You agree that an arbitrator may only award such relief as a court of competent jurisdiction could award, limited to the same extent as a court would limit relief pursuant to the terms of this Agreement. An arbitrator may award attorneys' fees and costs only if a court would be authorized to do so and may issue injunctive or declaratory relief if that relief is required or authorized by the applicable law, but that injunctive or declaratory relief may not extend beyond you and your dealings with MaxxSouth Prepaid. Discovery

may be limited in arbitration, and procedures are more streamlined than in court. Notwithstanding this arbitration agreement, you and MaxxSouth Prepaid may bring appropriate claims against each other in small claims court, if the claims fall within the small claims court's jurisdiction, or before the Federal Communications Commission, the relevant state public utilities commission, or any other federal, state, or local government agency authorized by law to hear the claims.

3. Class Action Waiver: You and MaxxSouth Prepaid agree that all claims or disputes between you and MaxxSouth Prepaid will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or MaxxSouth Prepaid brings a court claim, the class action waiver will apply, and neither of us can bring a claim on a class or representative basis. Furthermore, neither you nor MaxxSouth Prepaid may participate in a class or representative action as a class member if the class action asserts claim that would fall within the scope of this arbitration agreement if they were directly asserted by you or MaxxSouth Prepaid.

4. Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or MaxxSouth Prepaid from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or arbitrator then the entire arbitration agreement set forth in this Section will not apply to any claim or dispute between you and MaxxSouth Prepaid, except for the provisions of this Section waiving the right to jury trial. This class action waiver may not be severed from our arbitration agreement.

5. Informal Dispute Resolution: You and MaxxSouth Prepaid agree that we will try to resolve disputes informally. If the dispute cannot be resolved by telephone, you agree to notify MaxxSouth Prepaid of the dispute by sending a written description of your claim to MaxxSouth Prepaid Internet, Inc., 105 Allison Cove, Oxford, MS 38655 Attention: Customer Service, so that MaxxSouth Prepaid can attempt to resolve it with you. If MaxxSouth Prepaid does not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor MaxxSouth Prepaid may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

6. Arbitration Procedures: You and MaxxSouth Prepaid agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association ("AAA"). The AAA's rules are available on its website at adr.org or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for $75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA's rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to MaxxSouth Prepaid Internet, Inc., 105 Allison Cove, Oxford, MS 38655, Attention: Office of the President. You must also comply with the AAA's rules regarding initiation of arbitration.

7. You will be responsible for any filing fees and other cost for commencement of an arbitration as well as your own attorneys' fees and costs unless otherwise provided under applicable law.

8. MaxxSouth Prepaid will not seek to recover its fees and costs from you in the arbitration unless your claim has been determined to be frivolous. If you obtain an award from the arbitrator greater than MaxxSouth Prepaid's last written settlement offer, MaxxSouth Prepaid will pay you $1,000 in addition to what you have been awarded in the arbitration. The arbitration will be held in a mutually convenient location. If you seek less than $10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

9. Jury Trial Waiver: If for any reason this arbitration agreement is found to be unenforceable (including without limitation that the class waiver is found unenforceable), or if you opt out of this dispute resolution agreement, you and MaxxSouth Prepaid expressly and knowingly WAIVE THE RIGHT TO TRIAL BY JURY. This means that a judge rather than a jury will decide disputes between you and MaxxSouth Prepaid if, for any reason, the arbitration agreement is not enforced.

10. Opt-Out: IF YOU ELECT TO OPT OUT OF THIS DISPUTE RESOLUTION PROVISION, YOU MUST MAKE THAT ELECTION AT THE INITIAL PROVISION OF SERVICE AND YOU MAY NOT OPT OUT LATER UPON CHANGES TO THE SERVICE OR CHANGES TO THIS AGREEMENT. You may opt out of this dispute resolution provision (except for the jury trial waiver above) by notifying MaxxSouth Prepaid of that intent, in writing, within 30 days of the date your service begins. You may opt out by sending a letter stating your intent to MaxxSouth Prepaid Internet, Inc.105 Allison Cove, Oxford, MS 38655, Attention: Office of the President. You must include your name, address, and

MaxxSouth Prepaid account number on the communication. Exercising this right, should you choose to do so, will not affect any of the other terms of this Agreement or other contracts with MaxxSouth Prepaid and you may remain a MaxxSouth Prepaid customer. If you opt out of the dispute resolution provision, you will not be required to do so again if MaxxSouth Prepaid modifies this section in the future or you agree to a new term of service.

11. Survival: This dispute resolution provision survives the termination of this If you bring a claim against MaxxSouth Prepaid after termination of this Agreement that is based in whole or in part on events or omissions that occurred while you were a MaxxSouth Prepaid Subscriber, this dispute resolution provision shall apply.
12. Nothing contained herein shall limit your ability to seek redress at the Federal Communications Commission or other federal agencies, under applicable rules and regulations.

19. Email and Email Messaging Service

1. Use of MaxxSouth Prepaid's email service, if any is subject to MaxxSouth Prepaid's overall use policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages and other data. More information is available on the MaxxSouth Prepaid Website, and the use policy is incorporated herein by reference.
2. MaxxSouth Prepaid reserves the right to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users, against Internet threats or abuses, including viruses, spam and phishing These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports.
3. You agree and accept that MaxxSouth Prepaid's network security measures may impact how you receive service, including without limitation the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account; by using any MaxxSouth Prepaid service, you agree that delivery and receipt of email is not guaranteed and that MaxxSouth Prepaid may use of such Internet and email security measures we, in our sole and unlimited discretion, deem appropriate.
4. MaxxSouth Prepaid will issue an email address based upon its own sole and unlimited discretion; if an address is issued you do not acquire any right as to such address. You surrender your email address by changing it or if your account is

terminated for any reason; the contents of your email box may be deleted, and we will not forward emails addressed to that email address. If your Service is reinstated, we cannot guarantee your email address, or your content will still be available.

20. Technical Support

1. Chat support will be provided for the Service and any equipment and software supplied by MaxxSouth Prepaid is not obligated to correct or repair hardware, software, or equipment that MaxxSouth Prepaid does not supply. MaxxSouth Prepaid may charge a fee for support.
2. You are prohibited from tampering with, attempting to repair, or altering the Equipment, any property of MaxxSouth Prepaid, or any connection to MaxxSouth Prepaid. You are prohibited from altering or increasing the speed of your connection to MaxxSouth Prepaid's network or attempting to do so. If your use or modification of hardware, software, or Equipment requires a visit to your residence where we provide Service for repair or correction, a charge may apply. You are responsible for all costs incurred by MaxxSouth Prepaid arising from a violation of this paragraph by you or by anyone who uses the Service supplied to you.