

Terms and Conditions (Usage Policy)

1. By accessing NTS-Online Internet Access Service ("NTS-Online") by a Customer or User (herein interchangeably referred to as "you" and/or "your", as the case may be), and/or by installing on a computer any internet related software which is provided to you by NTS Communications, Inc. ("NTS") in order to for you to access NTS-Online, you agree to be legally bound by the following Terms and Conditions in connection with your use of NTS-Online:

1.1 NTS-Online is provided to you with a ten (10) day money back guarantee. That is to say that if, during the first ten (10) days after setting up service with NTS-Online, you are not completely satisfied with the product for any reason, simply inform NTS in writing stating the reason for your dissatisfaction with the service, and NTS will cancel your account and refund any monies due to you. Installation fees, if any, paid to establish your account are not refundable and, as such, are not subject to the foregoing guarantee.

2. You should only use a local dial-up number to access NTS-Online. If you dial a long distance telephone number to access NTS-Online, your long distance or local exchange carrier will assess long distance charges for these calls. NTS is not responsible for any long distance charges assessed to you by your long distance or local exchange carrier as a result of accessing NTS-Online.

3. Unless a longer term contract is agreed to in writing between you and NTS, all NTS-Online service is provided to you on a month-to-month basis, subject to these Terms and Conditions. You will be billed in advance on a monthly basis via U.S. Mail for access to NTS-Online. Payment is due within fifteen (15) days of the invoice date. Monthly charges are based on your geographic location and where applicable your chosen rate plan. NTS reserves the right to change the rates for your internet service on thirty (30) days written notice.

4. Residential Dial-Up Internet Customers. The following applies solely to Customers who only subscribe to NTS' residential dial-up internet service and who subscribe to such internet service after August 1, 2003 or, at NTS' discretion, existing Customers who only subscribe to residential dial-up internet and are disconnected for non-payment after August 1, 2003. In either case, you will only have two (2) payment options: Option 1 - Automated Electronic Fund Transfer via credit card or bank draft or Option 2 -Prepayment.

4.1 Option 1: You may pay monthly via credit card or automatic bank draft. Your account will be debited or drafted between the 1st and the 15th of each month. The amount debited or drafted will correspond to applicable NTS pricing for your geographic area as published at www.nts-online.net/access. The amount of the first debit or draft will include any prorate for the first partial month plus the first full month of service.

4.2 Option 2: You may Prepay for the service via cash, check or credit card. Your initial payment must include the amounts for the first partial month of service and the next three full months of service. Any subsequent Prepayments must be in the amount of the next three full months of service. Your account will continue to show a credit balance until your Prepayment is exhausted. When your Prepayment is exhausted, you will be obligated to make additional Prepayment as provided above. If you fail to make

timely, additional Prepayment, your service will be disconnected. If you have, at any time, elected to pay via Option 2 and your service is disconnected for non-payment, at NTS' discretion, you may re-apply for service but will be required to pay via Option 1.

5. For Unlimited Usage Accounts (as defined in paragraph 5, below), monthly charges will be pro-rated for the first partial month of use only. To initiate service, you must pay the pro-rated amount plus the amount for the next full month of service. Monthly charges will not be pro-rated for any partial month remaining upon cancellation or termination of the service. Instead, cancellation or termination shall be deemed effective to the last day of the then current billing period. For Usage Sensitive Accounts (as defined herein), pro-rated credit is available upon your written request for any partial month of service (either on set-up or disconnection). For Usage Sensitive Accounts, usage is measured from the time you log-on to your internet access account until you disconnect from the NTS modem. Usage is accumulated in fractions of any hour throughout the month, billed in whole hours, rounding up to the next whole hour of usage. Accounts not paid in full by the due date are subject to immediate disconnection or suspension of service. Once your service has been suspended or disconnected for non-payment, you must pay the past due amount, accrued interest, plus one (1) month's charges to re-establish service. Past due accounts accrue interest on unpaid balances at the rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower, from the invoice date until paid. NTS will not, under any circumstances, grant refunds or credits to you for any reason, except as provided under the Guarantee section of these Terms and Conditions.

6. Unlimited Usage Accounts are defined herein and in any published rate plans as accounts which allow unlimited attended internet browsing. Unlimited Usage Accounts are not available in all areas. Single log-on sessions for Unlimited Usage Accounts and Usage Sensitive Accounts may not exceed a total of five (5) hours in length, at which time NTS will perform a "time-out" disconnect of your connection. Should such a "time-out" disconnection occur, you are free to immediately re-establish a new log-on session and such new log-on session may last for up to five (5) hours in length. You may have an unlimited number of five (5) hour long-on sessions in any given month. If at any time NTS sees no activity (i.e., no data transmission to/from your computer to NTS-Online) on your connection for several minutes, NTS reserves the right to perform a "time-out" disconnect of your connection, at which time you may manually re-connect to NTS-Online.

7. Electronic Mail ("e-mail") is available via NTS-Online. NTS may make available to you software which contains e-mail capability, but is under no obligation to do so. E-mail messages left on the NTS-Online e-mail server for more than twenty (20) days are subject to deletion without notice to you. NTS shall not be responsible for the delivery, mis-delivery, or non-delivery of any e-mail message(s). You understand that if you change internet service providers, your e-mail address will change accordingly.

8. NTS-Online may only be used for lawful purposes. Transmission or reception of any material in violation of applicable U.S., state, or local law, regulation, or ordinance is prohibited. This includes, but is not limited to, copyrighted material, materially judged to be threatening, or obscene, or material protected by trade secret or other legally recognized privilege. "Spamming" (defined as the sending of unsolicited e-mails to parties with whom you have no existing business, professional, or personal acquaintance) is prohibited. You agree to indemnify and hold NTS harmless from any

and all claims resulting from your use of NTS-Online which causes, or is alleged to have caused, damage to another party

9. NTS exercises no control whatsoever over the content of any print or graphical information transmitted to you via NTS-Online. By using NTS-Online to access the internet, news groups, and the like, you acknowledge the foregoing and accept full responsibility (and hereby release NTS from liability of every kind and character) for damages caused, or alleged to be caused, as a result of any and all content which you elect to access via NTS-Online.

10. Connectivity to NTS-Online is provided for your organizational/personal use and may only be used in a client-server environment. Unless expressly permitted pursuant to a written contract between NTS and you, resale or use of NTS-Online for direct IP connectivity by or to other individuals, entities, or organizations is strictly prohibited. NTS-Online shall not be responsible, liable, or accountable in any way for any and all damages to the client's website, server, or equipment, or software associated with the same, which is connected, hosted, or located at the client side of your NTS-Online DSL or Dedicated Internet service and which damage is caused by or results from hacking, vandalism, or other actions of third parties. Dial up users are prohibited from connecting servers or hosting websites on their NTS-Online account.

11. NTS-Online may be temporarily unavailable from time to time for maintenance, repair, or for other reasons beyond or within the control of NTS. NTS shall not be liable, and no credit or damages shall be due to you for any interruptions, delays, or errors in service, irrespective of the cause of the same. You acknowledge that NTS is not responsible for, and cannot control, the state of connectivity of any internet node(s) other than its own. NTS expressly disclaims any and all warranties, including, without limitation, all warranties of merchantability and fitness for a particular use or purpose, in connection with NTS-Online. No warranty or promise is made with regard to connection speeds, and you hereby acknowledge the same. You and any user of NTS-Online expressly waives any and all damages, whether direct, indirect, incidental or consequential, including damages for lost profits, related the use or misuse of NTS-Online or any software provided to you by NTS. Use of NTS-Online for any prohibited purpose shall give NTS the immediate right, without notice, to terminate your ability to access NTS-Online.

12. The unlawful downloading of copyrighted material is expressly prohibited. NTS reserves the right to suspend and/or terminate the service of any customer who violates this policy. Unless prohibited by law, NTS shall forward all credible reports of copyright violations to the alleged infringing customer. No report of copyright infringement will be regarded as credible unless it conforms to the provisions of 17 U.S.C. section 512. Repeated violations will result in the immediate termination of service, without notice.