

Dedicated Internet Port Terms & Conditions

1. IFWORLD INC. exercises no control whatsoever over the content of the information passing through its network. IFWORLD INC. makes no warranties of any kind, whether expressed or implied, for the service it is providing. IFWORLD INC. also disclaims any warranty of merchantability or fitness for a particular purpose. IFWORLD INC. will not be responsible for any damage Customer suffers. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by its own negligence or Customer's errors or omissions. Use of any information obtained via IFWORLD INC.'s network is at Customer's own risk. IFWORLD INC. specifically denies any responsibility for the accuracy or quality of information obtained through its services.
2. Customer's use of IFWORLD INC.'s host computers and points of presence (IFWORLD INC.) may only be for lawful purposes. Transmission of any material in violation of any applicable law or regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be in violation of any applicable state or federal law. Customer agrees to indemnify and hold harmless IFWORLD INC. from any claims resulting from Customer's use of the service or the use of the service by any or Customer's customers or others throughout Customer's chain of distribution, including end users, which damages another party.
3. Any access to other networks connected to IFWORLD INC.'s Network must comply with the rules appropriate for that other network. Use of IFWORLD INC.'s Network for lawful commercial purposes is both permitted and encouraged.
4. Payment is due 30 days after date of invoice. Accounts are in default if payment is not received within 30 days after date of invoice. If Customer's payment is returned to IFWORLD INC. unpaid Customer is immediately in default and subject to a returned check charge of \$25 from IFWORLD INC.. Accounts unpaid 30 days after date of invoice may have their service interrupted. Such interruption does not relieve Customer of the obligation to pay the monthly charge. Only a written request to terminate Customer's service relieves Customer of Customer's obligation to pay the monthly account charge. Accounts in default are subject to an interest charge percentage at the maximum allowable rate for Customer's state will be charged. If Customer defaults, Customer agrees to pay IFWORLD INC. its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
5. Billing for IFWORLD INC. service will normally commence when the connection for the IFWORLD INC. hub is completed to Customer's site and IP packets can be passed. However, in certain circumstances billing may occur when an IFWORLD INC. hub and a functioning telephone circuit are prepared to route IP packets to Customer's site. Service is invoiced monthly. Month-to-Month service may only be canceled in writing with 30 days' notice with no penalty. In the event of early cancellation of a Term Commitment, the customer will be required to pay 75% of the monthly charge for each month remaining on the term commitment. IFWORLD INC. reserves the right to change the rates by notifying Customer 60 days in advance of the effective date of the change.
6. If Customer notifies IFWORLD INC. immediately upon failure to access IFWORLD INC. Networks and IFWORLD INC. determines in its reasonable commercial judgment that IFWORLD INC.'s Network is unavailable to Customer, the following will apply: IFWORLD INC. so determines that IFWORLD INC.'s Network is unavailable for four (4) or more consecutive hours during any calendar month, IFWORLD INC., upon Customer's request, will credit Customer's account for such month the pro-rated charges for one (1) day's service. Or if IFWORLD INC. so determines that the Network is unavailable for an aggregate of twelve (12) or more hours during any calendar month, IFWORLD INC., upon Customer's request, will credit Customer's account for such month for the pro-rated charges for one (1) week's service. Scheduled maintenance shall not be deemed to be unavailability of IFWORLD INC.'s Network. This paragraph states IFWORLD INC.'s sole obligation and Customer's exclusive remedy for any unavailability of IFWORLD INC.'s Network.
7. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of IFWORLD INC.'s Network constitutes acceptance of these Terms and Conditions.

AGREED AND ACCEPTED BY "CUSTOMER":

Signature: _____ Company Name: _____

Printed Name: _____ Address: _____

Title: _____

Telephone: _____ Date: _____

T1/DS1 and DS3 Physical Line Contract Terms & Conditions

This Confirmation of Business Internet Application ("Order") serves as a confirmation of Customer's agreement to purchase DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable SBC tariffs or catalogs.

Rates During the term, rate decreases, as applicable, will automatically be applied to the MMRC; the MMRC will be reduced accordingly. Charges may change if a Service location is moved.

Term and Expiration The Service term is the term plan selected by Customer on Dedicated Internet Applications Page 2. Upon expiration of the Service term, the MMRC will revert to the prevailing month-to-month rates unless Customer provides notification of renewal or cancellation 60 days prior to completion of the Service term. Upon renewal, new MMRC will be applied based on rates in effect at that time.

Term Plan Change Prior to the completion of the selected Service term plan, Customer may convert to other Telephone Company services if the following conditions are met: 1.) The HC-TPP circuits must be converted to other SBC services; 2.) The new contract should have termination liability plan equal or greater than the HC-TPP being replaced.

Move In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. Non-recurring charges will apply at the new location as applicable. Customer's MMRC will not change unless the new location is served out of a different central office. Any changes to the MMRC will be based on rates in effect at the time of Customer's execution of this original Order. Revised MMRC will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge. Customer's termination liability for cancellation of DS1 or DS3 will be a percentage of the MMRC for the remainder of the term as indicated below:

- 75% of the remaining months on the contract + \$1000 for waived install fees.

Assignment Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of IFWORLD INC., which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of IFWORLD INC. shall be void.

Liability The liability of IFWORLD INC., its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the pro rata amount of MMRC for the time Service was affected.

Tariffs In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff, the provisions of the tariff will prevail. This Order and the applicable tariffs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

AGREED AND ACCEPTED BY "CUSTOMER":

Signature: _____ Company Name: _____

Printed Name: _____ Address: _____

Title: _____

Telephone: _____ Date: _____