

HIGHSPEED INTERNET SERVICE - TERMS OF USE

This governs *the High Speed Internet Service provided by Rayfield Communications, Inc. ("RCI")*,

GLOSSARY OF TERMS:

FCC Federal Communications Commission
CPNI Customer Proprietary Network Information
CALEA Communications Assistance for Law Enforcement Act
VoIP Voice Over IP

1) OVERVIEW

The Customer realizes that by accessing the Internet through the service provided by Rayfield Communications, they are connecting to equipment and services over which Rayfield Communications has no control. Customers use of the Internet is at their own risk and such use is subject to all applicable laws and regulations and our Acceptable Use Policy. Rayfield Communications network can only be used for lawful purposes and misuse is prohibited, including the transmission of bulk e-mail, using a peer to peer network or using a server. Customer accepts the responsibility to avoid any material he or she finds offensive. Rayfield Communications makes no guarantee and assumes no liability for the security of any data on any server including "secure servers." Customers are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems and should not be considered a secure means of communication. While online gaming and downloading games (for the customer's own personal use) is allowed, excessive use of the service (as determined by Rayfield Communications) may result in additional charges or of termination of service. One example of excessive use would be continuous download for 2 or 3 consecutive days (24 hours per day) at the full bandwidth provided to the customer.

Rayfield Communications reserves the right to access a client's services to resolve system problems or mail system errors, or to access information requested by subpoena. Rayfield Communications has and will comply with official subpoenas for information by appropriate legal authorities for investigation of claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings or e-mails containing threats of violence, or other illegal activity.

Equipment is to be used at the location first installed. Customer may not share connection with other locations, other parties, or businesses. There can be no reselling of service. Rayfield Communications makes no warranty that their service is suitable for a particular service. Rayfield Communications will not be responsible for any loss of data, delays, non-deliveries or service interruption, whatever the cause.

Temporary reduction of speed, or suspension of service may occur due to public emergencies, restrictions imposed by law, acts of God, labor disputes, and/or mechanical and electrical breakdowns. Customers will hold Rayfield Communications harmless from any and all obligations, charges and claims as a result of interruptions or omissions of service under this agreement. Customers will be notified by email if disruptions may occur due to routine maintenance, system repairs, or upgrades.

If a Customer breaches any provision, Rayfield Communications reserves the right to terminate this Agreement and the service being provided.

Rayfield Communications may assign this Agreement without the Customers prior consent and all of Rayfield Communications rights, title and interest herein shall insure to the benefit of such assigner.

Neither party may disclose the terms of this agreement with the written consent of the other.

Rayfield Communications may update or edit this agreement without prior notification by making a revised agreement available by mail or on our website.

2) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

II) To violate any intellectual property rights of the Company or any third party;

III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

IV) To perpetrate any fraud;

V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

VI) To publish or distribute any obscene or defamatory material;

VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

VIII) To unlawfully gather information about others.

3) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

4) PRIVACY INFORMATION

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

a) Information We May Collect or Receive: When You register for an account, You provide Us with a valid email address and may provide Us with additional information, such as Your name or billing information. Depending on how You use Our Website or Services, We may also receive information from external applications that You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website, including through email communication. We may also track certain aspects of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have provided, such as Your email address. If You choose to terminate Your account, the Company will store information about You for the following number of days: 180. After that time, it will be deleted.

5) DIGITAL MILLENNIUM COPYRIGHT ACT POLICY (NOTICE & TAKEDOWN)

In accordance with the Digital Millennium Copyright Act, we have a policy to suspend or terminate counts that are found to be in violation of copyright laws and standards. We respect the intellectual property rights of others. We expect our users to do the same and act in a way that does not infringe on others' rights, including ensuring that they never violate anyone else's intellectual property rights. In appropriate circumstances and at our discretion, we may disable and/or terminate the accounts of customers who refuse to remove access to illegal copyrighted material upon our request, or who are determined to be repeat offenders

We operate the Website in accordance with the Digital Millennium Copyright Act of 1998 ("DMCA") and have registered a specific DMCA Agent, the information for which is provided below.

We take claims of copyright infringement very seriously and respond to notices regarding such matters expeditiously. If you are a copyright owner, or authorized to act on behalf of a copyright owner, you may report claims of copyright infringement to us, by sending a DMCA Notice of Alleged Infringement, containing the following:

1. Identification, including a description, of the copyrighted work you are claiming has been infringed. If you are claiming infringement of multiple works, you may provide a representative list.
2. The location of the allegedly infringing material, including identification of URL where the allegedly infringing material is accessible or the exact location where the infringing material can be found.
3. Your company affiliation, if applicable, your mailing address, telephone number, and email address.
4. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law.
5. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.
6. Your full legal name and your electronic or physical signature.

This notice can be sent to our DMCA Registered Agent at:

DMCA Agent Name: John Rayfield, Jr.
2748 S. Austin Ave.
Springfield, MO 65807
copyright@rayfield.net

Upon receipt of your Notice, we will take all actions we deem appropriate, including removal of the infringing material or disabled access to the infringing material. Please note that you must comply with all of the requirements above for your Notice to be valid.

Counter-Notice Procedure:

If you feel that we have removed content that is not infringing, or that you otherwise have authorization from the copyright holder to lawfully use the content, you may send us a Counter-Notice.

The following information must be included:

1. Identification of the content which you believe was mistakenly removed or access was mistakenly disabled to, as well as the location where it appeared.
2. Your name, address, telephone number, email address and your physical or electronic signature.
3. An acknowledgment that you have reviewed our copyright infringement policy.
4. A statement by you under penalty of perjury that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification. You may wish to include a broader description of the reasons why you believe this to be so.
5. A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the operators of the Website are located.
6. A statement that you will accept service of process from the person who provided the original DMCA Notice.

If we received a Counter-Notice, we may send a copy to the original complainant, informing them that the removed content may be replaced within ten business days unless the complainant files an action in federal court.

Repeat Infringers:

It is our policy to terminate access to our Website and revoke privileges of any person who we determine to be a "repeat infringer." Repeat infringement shall be determined in our sole and exclusive discretion but will include any individual who has been the subject of more than one copyright infringement notice.

Nothing in this policy waives any other right we may have to pursue copyright infringers or any other individual who uses our Website to violate the intellectual property rights of others. We will not indemnify any alleged infringer in any manner.

6) INDEMNIFICATION You agree to defend, indemnify and hold harmless RCI from and against all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from (a) any violation of applicable laws, regulations, tariff or this Agreement by you (or anyone who uses your account, with or without your permission); (b) the use of *Highspeed Internet Service* (or anyone who uses your account, with or without your permission); (c) negligent or intentional acts, errors or omissions by you (or anyone who uses your account, with or without your permission); (d) injuries to or death of any person and damages to or loss of any property, which may in any way arise out of or result from your obligations under this Agreement or your use of *Highspeed Internet Service*, except to the extent that such liabilities arise from the willful misconduct of RCI; or (e) claims for infringement of any intellectual property rights arising from your use of *Highspeed Internet Service*.

7) DISCLAIMER OF WARRANTIES. Rayfield Communications, Inc. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, Rayfield Communications, Inc. MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER

TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911).

8) LIMITATION OF LIABILITY. Rayfield Communications, Inc.'s LIABILITY FOR DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES IN REGARDS TO INTERRUPTIONS OF *Highspeed Internet Service*, FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF *Highspeed Internet Service* SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO-RATA CHARGES TO YOU FOR THE PERIOD DURING WHICH *Highspeed Internet Service* WAS AFFECTED.

9) CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES. IN THE EVENT A JURISDICTION DOES NOT ALLOW ANY OF THE ABOVE EXCLUSIONS OR LIMITATIONS OF WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH LIABILITIES AND WARRANTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

10) NOTICES. RCI communicates with customers using *Highspeed Internet Service*, primarily via email. Notices to you shall be sent to the email address specified by you at the time of registration for *Highspeed Internet Services* or as subsequently specified by you ("Email Address"). You are responsible for notifying RCI of any Email Address changes. You agree that sending a message to the Email Address is the agreed upon means of providing notification. The Email Address is used to communicate important information about *Highspeed Internet Services*, billing, changes to *Highspeed Internet Services* and other information. The information is time-sensitive in nature. It is required that you read any email sent to the Email Address in a timely manner in order to avoid any potential interruptions in *Highspeed Internet Advantage Services* provided hereunder.

11) FORCE MAJEURE. RCI shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of RCI as may occur in spite of RCI's best efforts.

12) CHOICE OF LAW This Agreement is governed by and construed under the laws of the State of Missouri and applicable federal law, without regard to choice of law principles. You acknowledge and agree that Missouri courts have jurisdiction over this agreement, that Greene County, Missouri is an appropriate place for venue of any litigation, and that all litigation, to the extent possible, shall be in Greene County, Missouri.

13) NO CHANGES You may not modify or assign this Agreement without written permission from RCI. RCI may modify or assign this Agreement at its sole discretion.

14) SEVERABILITY. If any part or provision of this Agreement is finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, without in any way affecting the remaining parts or provisions of this Agreement.

15) ACCEPTANCE AND ACKNOWLEDGEMENT. Use of the *Highspeed Internet Service* constitutes your acceptance of and agreement to fully comply with all terms in the *Highspeed Internet Service Agreement, 6 Acceptable Use Policy and Terms of Service* document.

Rayfield Communications, Inc. reserves the right to terminate or modify this Agreement at any time.