



Agri-Valley Services, Inc.

A Subsidiary of Agri-Valley Communications, Inc.

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TERMS OF SERVICE

(Effective February 15, 2005)

Agri-Valley Services, Inc. (hereinafter referred to as AVCI.net) agrees to furnish services to the customer as outlined herein. AVCI.net offers Internet connectivity/access service to residential and commercial customers. Any use of AVCI.net's Internet service constitutes acceptance and agreement to AVCI.net's Terms of Service (TOS) as well as AVCI.net's Acceptable Use Policy (AUP).

The TOS and AUP are subject to change without notice. AVCI.net will make the most current version of the TOS and AUP available via its public web site (www.avci.net/policies). If we revise the TOS or AUP, such revisions shall be effective 30 days after posting the new TOS or AUP online. You agree to review the TOS and AUP to become aware of revisions. Effective with this revision, no written copy will be provided unless requested in writing. Your continued use of our services 30 days after a revised TOS or AUP is posted will constitute your acceptance of all revisions. If you do not agree to the revisions or to any of the terms, your only remedy is not to use our services and to cancel your account or the services that you have subscribed.

If you violate our TOS or the AUP, we may warn you about the violation or we may choose to immediately terminate any or all of your accounts and services. You agree that AVCI.net is not required to provide you notice before terminating your account or services, but we may choose to do so.

If you have questions about the TOS, please contact us by sending an e-mail message to: billing@avci.net.

Customer Responsibility for Use of Account: You are solely responsible for all activity on your account and for the security of your computer system or other system used to access the Internet or used in any other manner associated with your account.

Disclosure to Law Enforcement: Customer agrees that AVCI.net may disclose any and all customer account information to any law enforcement agent with a subpoena for the information or as otherwise authorized or required by law without further consent or notification to the customer.

Controversial Content: AVCI.net expressly disclaims liability for any harm resulting from use of and/or content of Internet information.

SPAM (as defined in our AUP) is strictly prohibited. AVCI.net has a ZERO TOLERANCE policy toward SPAM. To avoid trouble, DO NOT SPAM from the AVCI.net account. Spam will be considered as any information distributed in mass where the majority of the recipients did not request information distributed.

Payment Due Date: Initial payments for services are due as stated on the installation agreement. Payments for recurring charges are due as indicated on the billing statement or invoice. Accounts are considered past due on the first calendar day after the due date posted on the statement or invoice.

Payment and Fees: Checks returned for any reason are subject to a \$25.00 returned item charge per occurrence. Credit cards that are declined for any reason are subject to a \$5.00 declination fee per occurrence. Past due accounts may be disconnected WITHOUT PRIOR NOTICE.

Accounts that are not collectable by AVCI.net may be turned over to a collection agency. Failure to pay a charge on the account will not act as the customer's cancellation of the account.

Refunds and Disputes: All payments to AVCI.net are nonrefundable. All billing disputes must be reported within 30 days of the time the dispute occurred. Early cancellation of a prepaid service is subject to review, but any refunds are at the sole discretion of AVCI.net.

Failure to Pay: AVCI.net may temporarily deny service or terminate this Agreement upon the failure of customer to pay charges when due. Such termination or denial will not relieve customer of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees, if any.

Account Cancellation: All requests for canceling accounts must be made in writing and sent to:

Agri-Valley Services, Inc.

Attn.: Billing Dept.

P.O. Box 650

Pigeon, Michigan 48755

or via fax: 989-453-7393.

or via email to: billing@avci.net

Cancellation as Sole Remedy: You agree that the cancellation of your account or a particular service is your sole right and remedy with respect to any dispute with AVCI.net. This includes, but is not limited to, any dispute related to or arising out of (1) any term of this TOS, the AUP, or AVCI.net's enforcement or application of this agreement, (2) your ability to access and/or use the Internet or e-mail, or (3) the amount or type of fees, taxes, billing methods, or changes to them.

Support: AVCI.net provides basic Internet technical support to its customers. AVCI.net limits technical support to our representatives. Not all personnel have the same areas or levels of expertise. Customer may be referred to another member of the support team who is not currently available, in which case that team member will contact customer at the team member's earliest availability.

The following are AVCI.net's guidelines when providing support:

1. Customer must utilize a legally owned copy of Windows 98 (or higher) operating system.
2. The modem must be compatible with the operating system.
3. The computer must be able to operate efficiently enough to connect to the Internet.

Help will be provided on the necessary settings for the modem and software used to connect to the Internet. AVCI.net may not be able to help configure the modem. Help resolving hardware and/or software conflicts on the computer cannot be provided. All setups are treated as individual connections. Technical support can be supplied for network connections for an additional charge.

A service fee may be applied to customer's account for technical support provided for problems not attributed to an error on AVCI.net's part.

Breach of Provision, Non-assignment, and Cancellation by AVCI.net: A waiver, by AVCI.net of any breach of any provision of this Agreement by customer shall not be construed as a continuing or subsequent waiver.

Customer shall not transfer or assign this Agreement without the prior written consent of AVCI.net. AVCI.net may assign Agreement at any time without consent from or notice to customer.

AVCI.net reserves the right to cancel Customer's rights under this contract at any time without further obligation.

LIMITATIONS ON WARRANTY AND LIABILITY: YOU EXPRESSLY AGREE THAT THE USE OF AVCI.NET SERVICES AND THE INTERNET IS AT YOUR SOLE RISK. AVCI.NET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS FOR YOUR USE WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OR EXCLUSION. AVCI.NET PROVIDES SERVICES ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING.

YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH AVCI.NET IS TO STOP USING THE SERVICE (AND TO CANCEL YOUR ACCOUNT). YOU ACKNOWLEDGE AND AGREE THAT AVCI.NET AND ITS AFFILIATES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION, OR CONTENT ACCESSED USING THE SERVICES. IN NO CASE SHALL AVCI.NET OR ITS AFFILIATES BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE SERVICES IF LAW ALLOWS LIMITATION OF THESE DAMAGES.

Applicable Law and Other Terms: The laws of the state of Michigan apply to this agreement without regard to conflict of law rules. You agree that these TOS do not confer any rights or remedies upon any person other than the parties to this agreement. If any part of this agreement is held to be unenforceable, that part shall be construed in a manner consistent with applicable law to reflect as nearly as possible the original intentions of the parties and the remaining parts shall remain in full force and effect

ACCEPTABLE USE POLICY

AVCI.net's Acceptable Use Policy (AUP) is provided to give our customers and users a clear understanding of what AVCI.net expects of them while using the service. All users of AVCI.net's Internet services including those who access any of our services but do not have accounts must comply with this AUP and our Terms of Service (TOS).

Use of AVCI.net's service constitutes acceptance and agreement to AVCI.net's AUP as well as AVCI.net's TOS.

AVCI.net strives to provide its customers with the highest quality Internet service.

AVCI.net may remove any materials that, at its sole discretion, may be considered or thought to be illegal, may subject us to liability or may violate this AUP. AVCI.net will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrongdoing. Violation of this AUP may result in the suspension or immediate termination of your AVCI.net account or other actions as detailed in this AUP WITHOUT PRIOR NOTICE.

AVCI.net ACCEPTABLE USE AND VIOLATIONS

Online Conduct: Online conduct should be guided by common sense and basic etiquette. The laws that apply offline should be obeyed online as well. Illegal behavior is not acceptable. You must obey applicable online rules, local, state, and federal laws, and foreign or international laws where appropriate. Ignorance of the law is no excuse. We terminate your use of our services and cooperate with law enforcement for illegal behavior.

You agree that you will be personally responsible for use your use of our services and for all of your communications and activity using our services, including any content that your contribute, and that you will indemnify and hold harmless AVCI.net, its affiliates, officers, directors, and employees from any liability or damages arising from your conduct using our services.

The following activities constitute violations of this AUP:

Dialup Access: An AVCI.net dialup account connection is to be connected by only one user at a time. Simultaneous connections from the same account are available for an additional fee.

Acceptable Use and Violations: The following activities are unacceptable and constitute violations of this AUP:

- **Illegal use:** Use of the AVCI.net's service to transmit any material (by e-mail, uploading, pasting, ftp or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations promulgated thereunder.
- **Threats:** Use of the AVCI.net's service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm, encourages destruction of property or promotes senseless hatred toward other groups of people in society. This includes communications or transmissions of any sort to others intended for the purpose of planning unspeakable acts against society.
- **Harassment:** Use of the AVCI.net's service to transmit any material (by e-mail, uploading, posting or otherwise) that harasses another user or member of society.
- **Harm to Minors:** Use of the AVCI.net's service to harm, or attempt to harm, minors in any way, including, but not limited to child pornography or sexual solicitation.
- **Forgery or Impersonation:** Attempting to impersonate any person by using forged headers or other identifying information.
- **E-mail / News Bombing:** Malicious intent to impede another person's use of electronic mail services or news media.
- **E-mail / Message Forging:** Forging any message header, in part or whole, of any electronic transmission, originating or passing through the AVCI.net's service.
- **Unsolicited commercial e-mail / Unsolicited bulk e-mail (SPAM):** Use of the AVCI.net's service to transmit any unsolicited commercial or unsolicited bulk e-mail.
- **Unauthorized Access:** Use of the AVCI.net's service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AVCI.net's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- **Distribution of Viruses or Hostile Software:** Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems.
- **Reselling the Services:** Reselling of AVCI.net's service without our express written authorization.

Third Party Accountability: AVCI.net subscribers will be held responsible and accountable for any activity by third parties using their account that violates guidelines created within the Acceptable Use Policy.

Mail Box usage: A terminated account will result in lost e-mail and Internet access for all users of your account.

Security: You are responsible for any misuse of your account. You should adopt adequate security measures to prevent or minimize unauthorized use of your account. In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server.

Password Privacy and Protection: Your password provides access to your account. It is your responsibility to keep your password secure. AVCI.net may require a password change if at anytime it feels your current password has been compromised.

Applications Expressly Banned on AVCI.net's Servers: Applications that circumvent, alter or cause harm to the operation of the AVCI.net network are banned from our servers.

The servers are monitored for the presence of these types of applications and their existence on the file system. Any user found in possession of these types of programs will be warned once, further infractions will be viewed as a disregard for the AUP and service will be terminated. Attempts to store or run these programs under different names will result in the same actions being taken against the user.

REPORTING VIOLATIONS OF AVCI.NET AUP

AVCI.net requests that anyone who believes that there is a violation of this AUP direct the information to the Abuse Department at abuse@avci.net.

If available, please provide the following information:

1. The IP address used to commit the alleged violation
2. The date and time of the alleged violation, including the time zone or offset from GMT
3. Evidence of the alleged violation

Failure to provide sufficient information, as deemed by AVCI.net, will result in a dismissal of the complaint. AVCI.net regards reports of abuse with the utmost seriousness and require legitimate information as to avoid falsely accusing users.

REVISIONS TO TOS & AUP

AVCI.net reserves the right to revise, amend, or modify this AUP, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on our public web site in accordance with our Terms of Service.