

Highline Terms and Conditions

HIGHLINE offers our customers Internet Services (the "Service" or "Services") subject to these terms and conditions (the "Agreement"). For purposes of this Agreement, "you," "your," "Customer," and "Member" refer to the person purchasing the Services. "We," "our," and "us" refer to HIGHLINE.

PLEASE READ THESE TERMS OF USE CAREFULLY. By accessing or using our Site in any way you are agreeing to comply with these Terms of Use, including any documents, policies and guidelines incorporated by reference (referred to collectively as the "Terms"). Certain services available through our Site, especially services for which you are asked to subscribe or pay money, may have their own terms and conditions that apply to your purchase or use of that particular service. The Terms do not alter in any way the terms or conditions of any of these other written or online terms and conditions or agreements you may have or will have with HIGHLINE, including any other website terms of use with an HIGHLINE affiliate. To the extent that there is any conflict between these Terms and any terms and conditions or agreements relating to services you have purchased or online tools you use or to which you subscribe, those other terms and conditions or agreements will govern.

Authority. By using our Site, you represent that you are at least 13 years old. Persons who are at least 13 years of age but under the age of 18 may only use our Sites with legal parental or guardian consent. Accordingly, you agree that you are at least 18 years of age or older or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, representations and warranties set forth in the Terms; otherwise, please exit the Site. HIGHLINE suggests that you take advantage of any access controls offered through the Site or third-party sites, which are designed to assist you in limiting or blocking access to certain types of web content you may feel are harmful to or inappropriate for minors.

Activation, Cancellation or Modification. Services can be ordered, cancelled or modified by calling our office at 888-212-0054. In some cases we may be able to assist you remotely over the phone or via the Internet by computer in accordance with our fee schedules. Fees apply in accordance

with our fee schedules for any work performed. Certain of our fee schedules may be listed on our website at www.rtc-broadband.com and are subject to change without notice. Any fees will be added to your bill if you are a current customer of HIGHLINE, and payment will be due in the same manner as payment for other HIGHLINE services. Cancellation will be effective as of the end of the month in which notice is received, and you will remain liable for Service charges for that month. Requests for upgrades to the services which are accepted will take effect at the beginning of the next month following receipt of the upgrade request. Requested downgrades to the Services will be subject to standard installation charges, if any.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in this Agreement, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the HIGHLINE website, www.highlinefast.com, as amended, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling HIGHLINE at the phone number listed above.

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

Subscription for Services. Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer's enrollment form or other subscription document commencing from the date of acceptance by HIGHLINE and installation, as applicable. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one month from the date of commencement of Service.

You agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) equipment charge. Additionally, by accepting the Service and terminating

Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept Services. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

You agree that the following terms and restrictions apply to the Services:

(i) HIGHLINE does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Services (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of HIGHLINE;

(ii) You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Services;

(iii) You acknowledge that the Services will not function in the event of an Internet Protocol ("IP") network interruption;

(iv) You further acknowledge that the listed speeds for any Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or "throughput" may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by HIGHLINE, and

(v) The specific rates and charges for the Services are set forth on HIGHLINE's price list.

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You agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) equipment charge. Additionally, by accepting the Service and terminating Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept Services. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

You agree that the following terms and restrictions apply to the Services:

(i) HIGHLINE does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Services (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of RTC Broadband;

(ii) You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Services;

(iii) You acknowledge that the Services will not function in the event of an Internet Protocol ("IP") network interruption;

(iv) You further acknowledge that the listed speeds for any Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or "throughput" may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by HIGHLINE, and

(v) The specific rates and charges for the Services are set forth on HIGHLINE's price list.

Pricing Changes. HIGHLINE reserves the right where allowed by regulation to change pricing for its Services at any time without notice to you; provided that HIGHLINE will not change the basic rate for ordered Services during the Minimum Service Term commitment period applicable to you. Following expiration of a Minimum Service Term commitment, or upon any payment default by you, HIGHLINE may adjust the rates for Services to reflect any pricing increases made by HIGHLINE for the applicable Services.

Payment. Unless specified in a separate Agreement, Payment of each invoice for the Services is due in full, without deduction or offset, within fifteen (15) days of the invoice date at the invoice address for payment. A late fee of \$15.00 will be applied to unpaid accounts twenty-two (22) days from the date of invoice. Accounts unpaid twenty-eight (28) days after the date of invoice may have their service interrupted. You agree to pay interest on any amounts past due at the rate of 1 1/2% per month (or the maximum amount required by law, whichever is less).

Suspension. You also agree that HIGHLINE may suspend and/or terminate the Services if any amounts due HIGHLINE are not paid by their due date. HIGHLINE may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse HIGHLINE for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a \$25.00 fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason. Any loss of Services caused by the action or inaction of the Customer, or by a defect or failure of Customer equipment, will not suspend Customer's obligations to pay for the Services, and Customer shall remain liable for all applicable charges.

Credit Card and Credit Reporting Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize HIGHLINE to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization

to the issuer of the credit card to pay all such amounts. You authorize HIGHLINE and/or any other company who bills for products or services or acts as billing agent for HIGHLINE to continue to attempt to charge and/or place holds on your credit card with respect to all sums described herein, or any portion thereof, until such amounts are paid in full.

You agree to provide HIGHLINE with updated credit card information upon HIGHLINE's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither HIGHLINE nor any HIGHLINE affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at HIGHLINE's option, to the account number provided for such automatic payment or electronic funds transfer plan.

To the fullest extent permitted by applicable law, you authorize HIGHLINE to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and periodically obtain and use your credit report and other credit information from credit reporting agencies, private credit reporting associations and other sources in connection with HIGHLINE's offering of the Services. You understand that if you fail to fulfill the terms of your obligations to HIGHLINE, HIGHLINE may report your failure to credit reporting agencies as well as pursue HIGHLINE's other rights and remedies.

Advances or Deposits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may

require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by HIGHLINE of satisfactory payment history or as required by law, HIGHLINE may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by HIGHLINE or as required by law.

Ordering. In order to protect HIGHLINE and its customers from fraudulent activity, we may implement reasonable procedures regarding any online orders including but not limited to validating information provided or limiting the amount of equipment and/or services that may be ordered online by a single individual or entity. HIGHLINE reserves the right to further limit quantities or to cancel or reject orders in its sole discretion.

Access to Premises. You will provide HIGHLINE with reasonable access to your premises in order to install, maintain, and repair the Services, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that HIGHLINE may drill, cut, and otherwise alter improvements on the premises. If you do not own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations HIGHLINE deems appropriate for the work to be performed. You acknowledge that HIGHLINE may use existing wiring, including altering the wiring and removing accessories, located within your premises.

You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will HIGHLINE or any of its employees, agents, contractors, or business

associates be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

You will be responsible for payment of service charges for visits by HIGHLINE or its subcontractors to your premises when a service request results from causes not attributable to HIGHLINE or its subcontractors.

HIGHLINE Equipment. Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by HIGHLINE in connection with this Agreement (the "Equipment") shall remain with HIGHLINE. HIGHLINE's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such causes are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Customer agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Customer shall return to HIGHLINE all Equipment within thirty (30) days following the expiration, cancellation or termination of this Agreement, or HIGHLINE will charge the Customer the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

Password Security. Upon HIGHLINE's acceptance of Customer's registration for certain Services, HIGHLINE may provide Customer with a username, password and user identification number. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify HIGHLINE immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation,

advertising, etc.) is prohibited. Usernames and passwords are HIGHLINE's property, and HIGHLINE may alter or replace them at any time.

Limited Warranty. HIGHLINE MAKES NO WARRANTIES CONCERNING THE SERVICES OR ANY EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SERVICES OR EQUIPMENT. IN NO EVENT WILL HIGHLINE BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF RTC'S OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF HIGHLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

Limitation of Liability. IN NO EVENT SHALL HIGHLINE, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OF THIS SITE OR HIGHLINE SERVICES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF HIGHLINE UNDER SUCH

CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

Indemnification. To the extent permitted under applicable law, you agree to indemnify, defend and hold harmless HIGHLINE and its underlying content and service providers, licensors and suppliers, and each of their respective subsidiaries, affiliates, officers, agents, and employees, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, made by any third-party due to or arising out of Submitted Material or any other content you submit, post or upload to or transmit through our Site, your use of our Site, your connection to our Site, your violation of these Terms, or your violation of any law or the rights of another. These obligations will survive any termination of your relationship with HIGHLINE or your use of our Site. HIGHLINE reserves the right to assume the defense and control of any matter subject to indemnification by you, in which event you will cooperate with HIGHLINE in asserting any available defenses.

Limitations on Use / Termination. You agree that HIGHLINE may immediately terminate or suspend your account, any associated email address, and access to all or any part of the Sites or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Sites (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if HIGHLINE elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all offerings within the Sites, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the Sites. You agree that all terminations and suspensions for cause shall be made in HIGHLINE's sole discretion and that HIGHLINE shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated email address, or

access to the Sites. Further, HIGHLINE reserves the right, to immediately terminate or suspend your account, any associated email address, and access to the Sites at any time for any reason and without notice to you in its sole discretion.

Security. Violating the security of our Services or this website is prohibited and may result in criminal and civil liability. HIGHLINE may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Site or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations.

Status of Internet Usage. The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. No advice or information given by HIGHLINE or its contractors or their respective employees shall create a warranty. HIGHLINE does not warrant that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. HIGHLINE has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

Anti-Virus. Any anti-virus and SPAM protection offered in connection with HIGHLINE's Services is offered for Customer's incoming email services and is

provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER SPAM PROTECTION FOR CUSTOMER EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER EQUIPMENT AND INFORMATION.

Acceptable Use Policies. The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by HIGHLINE in ways that violate laws, infringe the rights of others, interfere with the users of HIGHLINE's network or other networks, or otherwise violate HIGHLINE's Acceptable Use Policies as set forth at highlinefast.com/legal and incorporated herein by reference and as set forth below.

Policies For Children. HIGHLINE DOES NOT KNOWINGLY SOLICIT, COLLECT OR USE ANY PERSONAL INFORMATION FROM VISITORS UNDER 13 YEARS OF AGE. No information should be submitted to our website by guests under 13 years of age, and visitors under 13 years old are not allowed to register for our contests, newsletter, products or services.

Enforcement. HIGHLINE's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Georgia. You agree that any legal action or proceeding between HIGHLINE and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Texas. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. HIGHLINE may assign its rights and duties under this Agreement to any party

at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of HIGHLINE. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to our Site within one year after it arises.

Modification of Agreement. This Agreement may be updated or changed by us from time to time. You can review the most current version of the Agreement at any time at: www.highlinefast.com/legal. If HIGHLINE makes a change to the Agreement and that change has a material impact on the Services, you will be provided notice of that change by contact to your current mail or email address in the records of HIGHLINE. You agree to periodically visit the aforementioned website to review any such changes. Your continued use of the Services following the sending of such notice by HIGHLINE, or the expiration of thirty (30) days following posting of the change on the HIGHLINE website, whichever occurs first, constitutes your acceptance of such changes.

LEGAL NOTICES must be given by letter delivered by overnight mail or certified mail to Highline, ATTN: CEO, 1791 O.G. Skinner Drive, Suite A, West Point, GA 31833.