

GENERAL

Lorettotel.net Internet Service including any Equipment and Software used in conjunction therewith, are referred to collectively herein as the "Service". The Service consists of Internet Protocol ("IP") connectivity to the Lorettotel.net Internet Service online gateway, as well as access or connectivity to any of the information sources or services which may be provided by Lorettotel.net or be available from other service providers connected to Lorettotel.net Service. Some of these additional services may be provided without charge to users of Lorettotel.net's Service, but separate charges may be applicable to some of these other services. These charges may appear on your bill from Lorettotel.net, or they may be billed to you separately by the providers of such services. Some other providers may also have additional registration or eligibility requirements in order to use their services. LORETTOTEL.NET MAY MODIFY, DISCONTINUE OR REVISE ANY OR ALL ASPECTS OF THE SERVICE IN ITS SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

1. DIALUP AND DSL PLANS

Service Description: Lorettotel.net Dialup & DSL plans are best effort services. The actual speeds experienced by customers may vary and greatly depend on several factors including customer location, destination on the Internet, traffic on the Internet, interference on the customer's telephone line, etc. No minimum level of speed is guaranteed. Lorettotel.net DSL Service includes access to a back-up dial-up account. This account is intended to be used in the event that DSL service is interrupted. The back-up dial account provides unlimited usage for customers at no additional cost to the customer. Customers are responsible for any long distance charges that may be incurred for all back-up dial usage.

2. Revisions

By posting updated versions of this Agreement on the Lorettotel.net Internet Services website (www.lorettotel.net) (the "Website") or otherwise providing notice to you, Lorettotel.net may modify the terms of this Agreement. You agree to visit the Website periodically to be aware of and review any such revisions. All such changes shall become effective upon posting of the revised Agreement on the Website, as to Service used by you after the date of such changes. By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them. If you do not agree to the revisions you must terminate your Service immediately.

3. Term

This Agreement for the use of the Service will be in effect from the date your order is completed by Lorettotel.net. This Agreement and your use of the Service may be terminated by Lorettotel.net at any time with or without notice for your non-payment or other default.

4. Service Rates and Charges

The rates and charges for the Service shall be as set forth in our pricing plan, a copy of which will be available upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by Lorettotel.net from time to time by notice to you provided on the Service or otherwise. You will be billed monthly for usage of the Service and for any other services utilized by you or other users of your account which are billed for by Lorettotel.net in connection with the Service (including any applicable taxes), either directly by Lorettotel.net or through your designated credit or debit card company. If you choose to pay by credit card or debit card, you must provide Lorettotel.net with a valid credit or debit card number and specified account information from a debit or credit card issuer. By providing such information you authorize your card issuer, bank or financial institution to charge or debit your corresponding account for all charges arising from your use of the Services. You authorize Lorettotel.net to automatically charge the credit or debit card account for any such charges. You may elect to authorize Lorettotel.net on a monthly basis to automatically charge the credit card account, or to deduct from the debit card account, for payment of all sums due each month to Lorettotel.net for use of the Service, as defined and agreed to at the time of purchase of the Service. You authorize the card issuer to accept these charges or debits as valid under your card agreement. You agree to notify Lorettotel.net of any change to the credit or debit card information including, but not limited to, changes in account number, expiration date or billing address. Lorettotel.net shall not be responsible for any charges made by the credit or debit card issuer, bank or financial institution to your credit or debit card account for exceeding credit limit, insufficient funds or any other reasons. Lorettotel.net reserves the right to terminate your Service and your participation in this payment and billing plan without further notice due to reversals of payments, insufficient funds, or for any other abuses related to your card account. When payment is made by credit card or debit card, payment will also be subject to the terms and conditions established by the credit or debit card issuer. You may cancel your authorization to pay by credit or debit card by calling the Lorettotel.net Billing Desk at 931-853-4351.

5. Other Responsibilities of User

You agree that you will be the only user of your account ID and password and that you will not transfer or disclose either your account ID or password to any other person (except that you may at your own risk and on your own responsibility

permit other members of your family or business associates to access the Service using your account ID and password), and that you will be responsible for all usage of the Service and any other services accessed through the Service on your account whether or not authorized by you. You agree to pay the applicable fees as set forth in your billing statement by the due date, and to pay any fees incurred for late payment. You agree not to transmit or publish on or over the Service any information, software or other content, which violates or infringes upon the rights of any others or to use the facilities and capabilities of the Service to conduct any business or activity or solicit the performance of any activity which is prohibited by law. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by any minors whom you permit to use the Service. Lorettotel.net reserves the right to terminate your use of the Service in the event that you fail to comply with these requirements in connection with your use of the Service.

6. Data Management and Responsibility

You are responsible for management of your information including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on or settings for your modem and/or router. Lorettotel.net is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer or server. LORETTOTEL.NET STRONGLY RECOMMENDS THAT YOU BACK UP ANY EMAILS YOU STORE ON WEBMAIL.

7. Limitation of Warranties and Liability; Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER LORETTOTEL.NET NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES LORETTOTEL.NET OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER LORETTOTEL.NET NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD LORETTOTEL.NET RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM LORETTOTEL.NET MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

8. Remedies of User

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for Lorettotel.net to use commercially reasonable efforts to effectuate an adjustment or repair of the Service and upon your request, to receive a pro-rata credit of charges payable for the Service for the period of Service downtime.

9. Limitation of Liability

In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail in their essential purpose, or that your remedies are not otherwise addressed in this Agreement, you expressly agree that under no circumstances shall Lorettotel.net's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including but not limited to claims of negligence, and claims arising from or related to repairs or support of the Service, in the aggregate, exceed the amount of charges paid by you for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose. With respect to residential claims, nothing in this Section 9 limits damages that are conclusively determined to be the direct result of Lorettotel.net's willful or intentional misconduct.

10. Indemnification by User

You shall indemnify and hold harmless Lorettotel.net and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

11. Use of Materials, Marks and Information

You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that you make of the material must bear any copyright, trademark or other proprietary notice, which pertain to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by Lorettotel.net, its affiliates and/or any third party owner of such rights. The Lorettotel.net company names and logos and all related product and service names, design marks and slogans are the property of Lorettotel.net or its affiliates. You are not authorized to use any Lorettotel.net name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of Lorettotel.net. Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to Lorettotel.net will be treated as being non-confidential and nonproprietary. Lorettotel.net assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. Lorettotel.net will also be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information. Lorettotel.net may also use your status as a subscriber to the Service for the purpose of marketing to you other Lorettotel.net products and services.

12. Proprietary Rights

Nothing contained in this Agreement may be construed to convey to you any interest, title or license in the User ID, email address, password, Universal Resource Locator, IP address, or domain name used by you in connection with the Service. Lorettotel.net may alter or replace them at any time.

13. Endorsements

All product and service marks contained on or associated with the Service that are not Lorettotel.net marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply Lorettotel.net's endorsement, sponsorship or recommendation of the third party, information, product or service.

14. Browser Software

If any Internet browser or other software has been provided to you for use with the Service, you agree to be bound by and to comply with the terms and conditions of the separate software license, which is applicable to and was provided to you along with such software.

15. Email Limits and Retention

You acknowledge that Lorettotel.net may limit the maximum number of days that email messages will be retained by the Service; the maximum number of email messages that may be sent from or received by an account on the Service, and; the maximum size of any email message that may be sent from or received by an account on the Service. Lorettotel.net reserves the right to delete any email messages associated with your account that reside on Lorettotel.net servers.

16. Deletion of Data Upon Termination

You agree that if your Service is terminated for any reason, Lorettotel.net has the right to immediately delete all data, files, and other information stored in or for your account, including email messages and Personal Webpages, without further notice to you.

17. DISPUTE RESOLUTION - INDEPENDENT ARBITRATION

PLEASE READ THIS SECTION 18 CAREFULLY. THIS SECTION SETS FORTH THE PROCEDURE FOR THE RESOLUTION OF DISPUTES UNDER THIS AGREEMENT THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR

INSTEAD OF IN A COURT BEFORE A JUDGE OR JURY OR THROUGH CLASS ACTION. THIS DOES NOT CHANGE CERTAIN RIGHTS YOU HAVE TO OBTAIN RELIEF FROM A FEDERAL OR STATE REGULATORY AGENCY. EXCEPT AS PROVIDED IN THIS SECTION 18, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, (WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY), INCLUDING ANY DISPUTE BASED ON ANY SERVICE OR ADVERTISING RELATED TO THIS AGREEMENT, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, WHICH SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §§ 1-16. IF YOU HAVE A DISPUTE THAT MEETS THE SMALL CLAIMS COURT REQUIREMENTS IN THE STATE IN WHICH YOU RECEIVE SERVICE, YOU MAY TAKE SUCH DISPUTE TO SMALL CLAIMS COURT RATHER THAN TO ARBITRATION. THE ARBITRATION WILL BE CONDUCTED BY ONE ARBITRATOR USING THE PROCEDURES DESCRIBED IN THIS SECTION 18. YOU HAVE THE RIGHT TO BE REPRESENTED BY COUNSEL IN AN ARBITRATION. THE ARBITRATOR SHALL BE BOUND BY AND STRICTLY ENFORCE THE TERMS OF THIS AGREEMENT. THE ARBITRATOR MAY NOT LIMIT, EXPAND OR OTHERWISE MODIFY THE TERMS OF THIS AGREEMENT IN CONDUCTING THE ARBITRATION AND MAKING ANY AWARD. THE ARBITRATION WILL BE BASED SOLELY ON THE WRITTEN SUBMISSIONS OF THE PARTIES AND THE DOCUMENTS SUBMITTED RELATING TO THE DISPUTE. ANY IN-PERSON ARBITRATION WILL BE CONDUCTED AT A SELECTED LOCATION IN THE STATE OF YOUR PRIMARY RESIDENCE OR PLACE OF BUSINESS. ARBITRATIONS UNDER THIS AGREEMENT SHALL BE CONFIDENTIAL TO THE EXTENT PERMITTED BY LAW. THE ARBITRATION OF ANY DISPUTE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE APPLICABLE ARBITRATION RULES AND FEE SCHEDULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS AGREEMENT. THE APPLICABLE AAA RULES SHALL BE THOSE RULES WHICH GOVERN THE AMOUNT OF THE DISPUTE INVOLVED AND WHICH ARE IN EFFECT ON THE DATE A DISPUTE IS SUBMITTED TO THE AAA. DISPUTES UNDER THIS AGREEMENT MAY NOT BE (A) RESOLVED ON A CLASS-WIDE BASIS, (B) JOINED WITH A DISPUTE IN A LAWSUIT, OR (C) JOINED IN AN ARBITRATION WITH A DISPUTE OF ANY OTHER PERSON. THE ARBITRATOR MAY NOT AWARD, AND YOU AND LORETTOTEL.NET WAIVE ANY CLAIMS FOR AWARDS FOR, PUNITIVE DAMAGES OR ATTORNEYS' FEES OR ANY DAMAGES THAT ARE BARRED BY THIS AGREEMENT, UNLESS SUCH DAMAGES ARE EXPRESSLY AUTHORIZED BY A RELEVANT STATUTE. ANY CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE DATE THE BASIS FOR THE DISPUTE OR CLAIM FIRST ARISES. BEFORE LORETTOTEL.NET TAKES A DISPUTE TO ARBITRATION, WE WILL FIRST ATTEMPT TO RESOLVE THE DISPUTE BY CONTACTING YOU. BEFORE YOU ELECT TO TAKE A DISPUTE TO ARBITRATION OR TO SMALL CLAIMS COURT, YOU MUST FIRST GIVE US AN OPPORTUNITY TO RESOLVE THE DISPUTE BY CONTACTING US AT THE CUSTOMER SERVICE NUMBER ON YOUR LORETTOTEL.NET INTERNET SERVICE BILL FOR THE SERVICES, OR WRITE TO US AT LORETTOTEL.NET, 136 SOUTH MAIN STREET, P.O. BOX 130, LORETTO, TN 38469.

18. General

Lorettotel.net shall not be responsible for any delay in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any regulated telephone network or any other occurrence commonly known as force majeure. Your right to use the Service is not transferable and is subject to any limits established by Lorettotel.net, and by your credit or debit card company if billing is through a credit or debit card. This Agreement and the Service shall be governed by the laws of the State of Tennessee, without regard to its conflicts of laws provisions. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. This Agreement and any modifications published by Lorettotel.net over the Service, and the Pricing Terms and Conditions applicable to your Service, constitute the entire and only agreement between you and Lorettotel.net with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. You are responsible for and must provide all telephone and other equipment, software (other than any hardware and software that may be provided by Lorettotel.net) and to access the Service, including any inter-exchange (interLATA) long distance service, which must be provided by the carrier or other provider of your choice. The reliability, availability and performance of resources accessed through the Internet or other services connected to Lorettotel.net's Service are beyond Lorettotel.net's control and are not in any way warranted or supported by Lorettotel.net. You acknowledge that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet or other services or content accessible through Lorettotel.net's Service. You assume all risk and liability of your use of the Internet or other services or content accessible through Lorettotel.net's Service, including your continuous compliance with this Agreement. Important notices about the Service and/or your account may be sent to you via email to your Lorettotel.net email address or via telephone calls to your billing telephone number. Your use of the Service constitutes your consent to receive such emails and/or telephone calls.