

artelcom
COMMUNICATIONS
New Service Application

Billing Name _____ Home Phone _____

Address _____ Daytime Phone _____

Broadband Internet Only

15M \$59.95 _____
 25M \$64.95 _____
 35M \$69.95 _____
 50M \$79.95 _____
 100M \$99.95 _____

or

Broadband Internet with Digital Cable

15M \$39.95 _____
 25M \$44.95 _____
 35M \$49.95 _____
 50M \$59.95 _____
 100M \$79.95 _____

Digital Cable Only

Limited Basic \$48.02 _____
 Expanded Basic \$98.02 _____
 Variety Tier \$108.02 _____

or

Digital Cable price with Internet

Limited Basic \$22.95 _____
 Expanded Basic \$72.95 _____
 Variety Tier \$82.95 _____

*Includes 1 regular Set Top Box

MetaCom Phone (Requires Internet or Digital Cable)

Telephone: \$30 per line _____
 Unlimited Long Distance: \$15.00 per line _____

Movie Channels

| | | |
|---|---------------|---------------------|
| HBO | (8 channels) | \$16.65/month _____ |
| Cinemax | (7 channels) | \$13.50/month _____ |
| Showtime | (10 channels) | \$15.95/month _____ |
| Encore | (6 channels) | \$ 6.95/month _____ |
| Encore/Starz (Starz only available with Encore) | (10 channels) | \$12.95/month _____ |

Monthly Lease Charges

| | | |
|---|---------|--------------------|
| Additional Set-top boxes | _____ @ | \$ 4.95/each _____ |
| Up-grade of 1 st Set-top box to a DVR | | \$ 4.95 _____ |
| DVR | _____ @ | \$ 9.90/each _____ |
| HD Licensing Fee (must subscribe to Variety Tier to receive HD) | _____ @ | \$ 6.95/each _____ |
| HD Tier (must subscribe to Variety Tier & HD Licensing Fee) | _____ @ | \$ 4.95 _____ |

Digital Cable Installation Charge

| | | | |
|--|---------|---------------------|-------------|
| New Basic Installation (first room) | | \$ 69.95 | <u>FREE</u> |
| Additional rooms to wire at time of initial installation | _____ @ | \$ 19.95/each | _____ |

*\$29.95 Installation fee per room for additional rooms wired after initial installation

Total Recurring Charges

| | | |
|--|-------|---------|
| New Install Fee | _____ | \$40.00 |
| Digital Cable Installation Fee | _____ | |
| Fiber Drop Material | _____ | |
| Fiber Drop Labor Fee (applicable? Yes or no) | _____ | \$42.00 |
| TOTAL (Signature required on back) | _____ | |

I understand and have been made aware that I am responsible for all equipment delivered to the above address for the delivery of services. All equipment is to be returned to artelcom in good working condition upon disconnection of the service and/or moving out of the above stated residence or I will be required to pay artelcom full purchase price of said equipment. All contracts are a 24 month term (unless otherwise noted on this application) and are subject to an early termination fee of \$299.95.

I am responsible for contacting the Ohio Utilities Protection Service at (800) 362-2764 at least 2 business days before beginning any digging project.

I also understand that if payment for services is not received by the due date (the 15th day of the month), a \$5.00 late fee and/or an interest charge may apply. Service may be suspended if payment is not received by the date listed on a late notice. Late notices are sent by mail after the due date. There is a \$20 reconnect fee to restore suspended service. A \$30 return check fee may apply if payment is returned because of insufficient funds.

*MetaCom phone service is powered by plugging an Analog Telephone Adapter (ATA) into an electrical wall outlet. In the event of a power outage, phone service (**including access to 911 and any medical or security monitoring service that uses the MetaCom phone line**) will be unavailable if you do not have battery backup. You may choose to rely on cell phones for a potential backup solution; however, cell service may also not be available during a power outage.*

artelcom personnel have advised me to use an Uninterrupted Power Supply (UPS) or surge suppressor for my equipment. I'm aware that Internet service may be suspended without notice for unauthorized use including copyright infringement and a \$20 reconnect fee may apply after the third suspension for copyright infringement. I acknowledge that I have read and agree to the Customer Agreement for artelcom internet service (if receiving internet service) at <http://www.artelco.net/internet.php>

Name (please print) _____

Signature _____ Date _____

Social Security Number _____ - _____ - _____

E-mail Information

Username _____ @ artelco.net

Username must contain 6-15 characters with no special characters

Password _____

Password must contain 8-15 characters and must include...1 Capital letter, 2 numbers and 1 special character



24/7 INTERNET Help Line: 1-888- 438-8436 option 4
Virus/Spam Info at mail.artelco.net
Artelcom

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO CUSTOMERS IN THE EVENT OF A DISPUTE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE THE SERVICES.

Customer Agreement

By subscribing to Broadband Service ("BBS") of artelcom, I am agreeing to the following terms and conditions. By utilizing the INTERNET service of artelcom, I agree not to use the INTERNET service of artelcom for any purpose which violates U.S., state or local laws. I agree not to use INTERNET service of artelcom to interfere with or disrupt network users, services or equipment.

Such interference or disruption includes, but is not limited to:

1. distribution of unsolicited advertising or spamming;
2. propagation of computer worms or viruses;
3. disruption of service provided to others;
4. Use of the network to make unauthorized entry to other computational, information or communication devices or resources.

artelcom provides its BBS service to you, subject to the following Customer Agreement ("Agreement"). This is a legal agreement between you and artelcom for the use of the BBS access service and related features (the "Service"). If you do not agree to the terms and conditions in this Agreement, do not register for or use the Service. By using the Service, you signify your agreement with the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, contact artelcom to cancel service immediately.

THE SERVICE: The Service consists of BBS connectivity to the Internet, as well as access or connectivity to any of the online resources which may be provided by artelcom or be available from other service providers participating in or connected to artelcom's Service, including without limitation, personal web pages available through artelcom. Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to the terms and conditions of this Agreement. Some of the additional services may be provided without charge to users of artelcom's Service, but separate charges may be applicable to some of these other services. These charges may appear on your bill from artelcom, 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. You acknowledge and agree that artelcom is not responsible and shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through their respective providers.

TERM AND TERMINATION: This Agreement for the use of the Service will be in effect from the date your application is accepted by artelcom. This Agreement and your use of the Service may be terminated by you by written notice to artelcom (via e-mail, fax or U.S. mail). This Agreement and your use of the Service may be terminated by artelcom at any time with or without notice to you for any reason, including, without limitation, for lack of use, nonpayment of fees, or if artelcom believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Pursuant to the Digital Millennium Copyright Act of 1998, artelcom will terminate service to repeat copyright infringement offenders. artelcom may also in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice to you. The provisions of this customer agreement and all obligations of and restrictions on you and any user of your account with respect to the Service shall survive any termination of this Agreement.

SERVICE RATES; PAYMENT OF FEES; PENALTIES:

The rates and charges for the Service shall be as set forth in your Acknowledgment package or otherwise in accordance with artelcom's rate schedule as in effect from time to time, a copy of which will be available on-line on the Service or otherwise shall be provided to you upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by artelcom from time to time by notice to you provided on the Service or otherwise. artelcom's accounting cycle begins on the first day of each calendar month. You will be invoiced one month in advance for usage of the Service, directly by artelcom. Charges for accounts that are terminated, either by you or by artelcom, are prorated to the date of disconnection. You agree to pay the applicable fees as set forth on your invoice by the due date, and to pay any interest or late fees incurred for late payment of the required fees. In the event you do not pay the fees invoiced to you by the due date, the Service will be inaccessible to you until you pay all fees owed to artelcom as well as a reconnection fee. If you return a modem purchased from artelcom within 30 days of activation of the Service, a 25% restocking charge will be applied. Returns of modems purchased from artelcom after 30 days of activation of the Service is prohibited.

INTERNET SERVICES AND IP ADDRESSES: Providing BBS services (web/mail/news/chat/etc. servers) with artelcom BBS is expressly forbidden. IP assignments are guaranteed or permanently assigned, and may be changed at the sole discretion of artelcom. One private IP address is provided per BBS account. artelcom uses IP addresses beginning with 172.16. Addresses beginning with these numbers are for the sole use of artelcom. Utilization of these IP addresses by the customer for private (home/office) networks is strictly forbidden.

THE RESPONSIBILITIES OF USER: 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 others. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge and agree 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) and that artelcom does not screen or censor such content with regard to copyright, obscenity, safety, integrity or reliability. You agree to supervise usage of the Service by any minors whom you permit to use the Service.

ACCEPTABLE USE POLICIES: You acknowledge and agree that artelcom has certain legal and ethical responsibilities with respect to the provision of the Services. artelcom, therefore, strictly prohibits system abuse, which includes, without limitation, the following actions, a) upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; b) harm minors in any way; c) impersonate any person or entity, including, but not limited to, a artelcom official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; e) upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); f) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; g) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose; h) upload, post, email or otherwise transmit

any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; l) "stalk" or otherwise harass another; or in) collect or store personal data about other users. artelcom may take such action as it deems appropriate against you for violations of these policies, including, without limitation, removing any content that violates this Agreement, terminating this Agreement and your use of the Service, and cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court having jurisdiction over the subject matter. However, there is no promise or obligation on our part to monitor or police any such activity and artelcom will have no liability to any party for any other party's violation of these policies.

LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES: YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER artelcom 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 artelcom 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 CUSTOMER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER artelcom 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 artelcom RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM artelcom MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

YOUR REMEDIES: 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 artelcom to use commercially reasonable efforts to repair the Service.

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 of their essential purpose, you expressly agree that under no circumstances shall artelcom'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 negligence, 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.

INDEMNIFICATION BY YOU: You shall indemnify and hold harmless artelcom 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.

USE OF MATERIALS, MARKS AND INFORMATION: You retain any copyright, trademark, patent or other intellectual property rights in the material or the products, services, processes or technology created by you and posted or uploaded to the Service. artelcom reserves the right to use and/or copy such material in the day-to-day operation of its business. 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 artelcom, its affiliates and/or any third party owner of such rights. The artelcom company names and logos and all related product and service names, design marks and slogans are the property of artelcom. You are not authorized to use any artelcom name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of artelcom. Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to artelcom will be treated as being non-confidential and nonproprietary. artelcom assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. artelcom 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. artelcom may also use your status as a subscriber to the Service for the purpose of marketing to you other artelcom products and services.

ENDORSEMENTS: All product and service marks contained on or associated with the Service that are not artelcom's 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 artelcom's endorsement, sponsorship or recommendation of the third party, information, product or service.

PERSONAL WEB PAGES: artelcom makes personal web pages available as a feature of its artelcom BBS as set forth in your acknowledgment package. If you subscribe to this feature the following provisions of this Section shall apply (in addition to the other provisions of this Agreement):

artelcom may provide a listing/link to your personal web page on its artelcom service portal or other mechanisms. By subscribing to the personal web page feature, you authorize and grant artelcom the right to use your name, web site address and similar information in such listing or directory sites or applications. You may use the complete address (URL) granted to you as part of the personal web page feature (which may have names or marks of artelcom embedded therein) so long as you are obtaining the personal web page feature from artelcom hereunder, but only for the purpose of identifying the location of your personal web page on artelcom's Service. Otherwise, you shall not utilize the name or any marks of artelcom or any of its affiliates in any press releases, promotional materials or other commercial manner without the express prior written approval of artelcom in each instance. Ownership of all graphics, text or other information or content materials supplied or furnished by you for incorporation into or delivery through your personal web page shall remain with you (or the party which supplied such materials to you). Ownership of any software developed or modified by artelcom and all graphics, text or other information or content materials supplied or furnished by artelcom for incorporation into your personal web page, shall remain with artelcom (or the party which supplied such materials to artelcom), and may be used only while you are obtaining the personal web page feature from artelcom. The domain name and address (URL) granted to you for use with the personal web page feature shall remain the property of artelcom, shall be used by you only so long as you are obtaining the personal web page feature from artelcom hereunder, and may be subject to change by artelcom or applicable Internet domain name registry or granting authority from time to time. artelcom reserves the right to approve subscriber Uniform Resource

Locator (URL's) that will be used in conjunction with an artelcom registered domain name and personal web page feature. URL's registered using an artelcom owned domain name are not transferable by subscribers upon account termination and will be retained by artelcom. You acknowledge and agree: (i) that the primary function of artelcom's personal web page feature as it relates to your personal web page is to facilitate access by end users to the information provided through your personal web page; (ii) that artelcom has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal web page; and (iii) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal web page. You represent and warrant that you will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with your personal web page prior to posting it on your personal web page. You shall indemnify and hold harmless artelcom 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 personal web page or an end user's use thereof, or any act, error, or omission of yours 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; or violation of any applicable law.

GENERAL: artelcom 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 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 artelcom. No action, regardless of form,

arising out of the Service or this Agreement may be brought by you or any party claiming by, through or under you more than one year after the cause of action has arisen. This Agreement and the Service shall be governed by the laws of the State of Ohio, without regard to its conflicts of laws provisions. By using the Service, you agree that any disputes between you and artelcom shall be brought exclusively in the State of Ohio or the United States District Court for the District of Ohio. 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 artelcom over the Service constitute the entire and only agreement between you and artelcom with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. By posting updated versions of this Agreement on the Service or otherwise providing notice to you, artelcom may modify the terms of this Agreement or prices for the Service, and may discontinue or revise any or all other aspects of the Service in its sole discretion and without prior notice. All such changes shall become effective upon posting of the revised Agreement on the Service. The updated, on-line version of this Agreement shall supersede any prior paper or disk-based copies of this Agreement that may have been included in the Acknowledgment package, any browser software or related materials provided by artelcom. You are responsible for and must provide all telephone premise wiring and other equipment, software, and services necessary to access the Service. artelcom will cooperate with law enforcement officials in the pursuit of information or access to data when presented with appropriate authorization from a court having jurisdiction over the subject matter. You release and hold artelcom harmless for any disclosure of information, including personally identifiable information, e-mail, confidential information or contact information, to such law enforcement officials in response to such subpoenas or court orders. artelcom will cooperate with requests for information accompanying subpoenas or similar court orders for disclosure of information in civil cases.

IPTV SERVICE STANDARDS: artelcom shall give a subscriber at least ten days' advance, written notice of a disconnection of all or part of the subscriber's video service, except if any of the following apply: 1) Disconnection has been requested by the subscriber. 2) Disconnection is necessary to prevent theft of video service. 3) Disconnection is necessary to prevent the use of video service through fraud. artelcom shall not establish a due date earlier than fourteen days after a video service bill is issued. artelcom shall not disconnect all or part of a subscriber's video service for failure of the subscriber to pay any amount of its video service bill, until the amount is at least fourteen days past due. artelcom shall restore video service within seventy-two hours after a subscriber reports a service interruption or other problem if the cause was not a natural disaster. artelcom shall give a subscriber at least thirty days' advance, written notice before removing a channel from the provider's video service, but no such notice is required if the provider must remove the channel because of circumstances beyond its control. Upon a report by a subscriber of a service interruption and if the interruption is not caused by the video service provider and lasts for more than twenty-four consecutive hours, the provider shall give the subscriber, for each hour of service interruption, a credit in the amount of the cost of per hour video service as would be billed to the subscriber. Upon a report by a subscriber of a service interruption and if the interruption is caused by the video service provider and lasts for more than four hours in a given day, the provider shall give the subscriber a credit in the amount of the cost of each such day's video service as would be billed to the subscriber. The provider shall give a subscriber at least thirty days' advance, written notice before instituting an increase in video service rates.

ARBITRATION AGREEMENT:

(a) CUSTOMER AND METALINK AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS BETWEEN CUSTOMER AND METALINK THAT THE PARTIES ARE NOT ABLE TO RESOLVE THROUGH GOOD FAITH DISCUSSION OR NEGOTIATION. The agreement between Customer and MetaLINK to arbitrate all disputes and claims between them is intended to be broadly interpreted. It includes without limitation: claims arising out of or relating to any aspect of the relationship between Customer and MetaLINK, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, claims that arose before this or any prior Terms of Service (including, but not limited to, claims relating to advertising), claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class and claims that may arise after the termination of this Terms of Service. For the purposes of this Section 15, references to Customer include, if applicable, Customer's subsidiaries, affiliates, agents, officers, directors, employees, shareholders, agents, representatives, predecessors in interest, successors, and assigns, as well as all authorized users or unauthorized users or beneficiaries of the Service. CUSTOMER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND METALINK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THIS TERMS OF SERVICE. This Terms of Service evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Terms of Service.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written notice ("Arbitration Notice"). An Arbitration Notice to MetaLINK must be addressed to MetaLINK at the address set forth in this Service Agreement for notices. An Arbitration Notice to Customer must be addressed to Customer at Customer's then-current billing address. The Arbitration Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Customer and MetaLINK do not reach an agreement to resolve the claim within SIXTY (60) calendar days after the Arbitration Notice is received, Customer or MetaLINK may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by MetaLINK or Customer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or MetaLINK is entitled.

(c) The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association (the "AAA"), as modified by this Terms of Service, and shall be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879 or written request to the MetaLINK. The arbitrator shall be bound by the terms of this Terms of Service. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the 22 arbitration provision are reserved to the decision of a court of competent jurisdiction. Unless Customer and MetaLINK agree otherwise, any arbitration hearings shall take place in Defiance County, Ohio. The right to a hearing shall be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The party initiating arbitration proceedings shall bear all the arbitration-related costs and expenses of both parties including, without limitation, legal fees and expenses.

(d) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. CUSTOMER AND METALINK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and MetaLINK agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(e) Notwithstanding any provision in this Terms of Service to the contrary, Customer and MetaLINK agree that if MetaLINK makes any future change to this arbitration provision (other than a change to the address to which an Arbitration Notice is to be sent), Customer may reject any such change by sending MetaLINK written notice within thirty (30) days of the change. By rejecting any future change, Customer agrees that Customer will arbitrate any dispute between Customer and MetaLINK in accordance with the language of this provision.