



VISITOR AGREEMENT

GENERAL TERMS AND CONDITIONS OF USE OF WEB SITE AND CUSTOMER AGREEMENT

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I. DISCLAIMER

RNK, Inc. d/b/a RNK Communications f/k/a RNK Telecom, "RNK" or "RNK Communications" and are service marks of RNK Communications. This Website or services is owned and operated by RNK (an "RNK Communications Web Site"). Your use of this RNK Communications Web Site or any services described, offered, accepted or purchased here constitutes your agreement to and acceptance of the terms, conditions, warranties, and disclaimers below and of the "Disclaimer," "Privacy/Security Statement," and "Terms and Conditions," hyperlinked to the "Terms and Conditions of Use" page available throughout the RNK Communications Web Site. Please read these policies, terms and conditions, before using the RNK Communications Web Site or any RNK services or offerings. If you do not understand any of these terms and conditions, please exit this web site immediately.

ANY PERSON ACCESSING THE WEB SITE AGREES TO AND IS BOUND BY THE FOLLOWING TERMS AND CONDITIONS:

1. Content Submission

Certain areas of the RNK Communications Web Site allow for the exchange of information between you, the USER, and RNK Communications. Any submission by the USER becomes the property of RNK Communications, and the USER implicitly grants RNK Communications the authority and right to use that content in accordance with the RNK Communications privacy policy.

2. User Responsibility

The USER assumes all responsibility for use of the RNK Communications Web Site. The USER waives all claims against RNK, Inc., its officers, directors, employees, suppliers and programmers that may arise from the utilization of the RNK Communications Web Site including but not limited to, connection disruption, lost data, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, any failure of performance, computer virus, communication line failure or unauthorized access to, alteration of, or use of your account.

3. Accuracy of Information

While all reasonable attempts are made to ensure the accuracy of the information, neither RNK Communications, nor its information contributors can be held responsible by USER for the accuracy of the information found in the RNK Communications Web Site. RNK Communications makes no expressed or implied warranty as to the accuracy or merchantability of content or programming.

4. Links to Third Party Sites

Some links may allow USER to exit the RNK Communications Web Site and access third party sites. Third party sites are not under the control of RNK Communications nor is RNK Communications responsible for the contents of any linked sites. The links to third party sites are provided only for convenience for USER.

II. GENERAL TERMS AND CONDITIONS OF USE

1. Notice of Agreement/Legal Document

THE FOLLOWING DOCUMENT IS A CONTRACT AND IS A LEGALLY BINDING AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE YOU USE THE SERVICES PROVIDED BY THIS WEB SITE AND BEFORE YOU AGREE TO PURCHASE ANY PRODUCTS FROM THIS WEB SITE. BY USING THIS WEB SITE OR BY AGREEING TO PURCHASE ANY PRODUCTS FROM THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT USE THIS WEB SITE AND SHOULD EXIT IT IMMEDIATELY.

2. Parties

RNK, Inc. (hereinafter referred to as "RNK", is a Massachusetts Corporation, with its principal place of business located at 333 Elm Street Dedham, Massachusetts 02026 USA. "CUSTOMER," "YOU," and "YOUR" refer to: the natural person using this Web site, regardless of whether he or she is acting in his or her individual capacity, or as the agent for any other natural person or business entity; and the natural person who is the principal of any electronic agent(s) using this Web site, regardless of the number of layers of electronic agency that may exist between the natural person principal and the electronic agent(s) using this Web site. In this Agreement, RNK and YOU may sometimes be referred to collectively as the "PARTIES." Where this Agreement uses the term "PARTIES," it intends both YOU and RNK. RNK desires to provide the RNK Communications Website or services and YOU desire to use the RNK Communications Website or services, provided by RNK, subject to the terms and conditions of this Agreement, as RNK may amend or revise this Agreement from time to time.

4. Consideration

In consideration of RNK's providing access to and use of the RNK Communications Website or services to YOU, YOUR payment of and promises to pay fees to RNK, and YOUR promises to abide by the terms and conditions of this Agreement, as RNK may amend or revise this Agreement from time to time, and in consideration of all the mutual covenants and promises made in this Agreement, the PARTIES hereby agree as follows:

5. General Terms and Conditions

Service to Be Provided by RNK to CUSTOMER. The RNK Communications Website or services is provided to YOU (the "CUSTOMER") by RNK, subject to the terms and conditions of this Agreement. You may access the Agreement while you are connected to the Internet by going to the page on the World Wide Web by clicking on any hyperlink on the RNK Communications Website or services that is labeled "Terms and Conditions." Entire Agreement. This Agreement comprises the entire agreement between YOU (the CUSTOMER) and RNK, and supersedes any prior agreements between YOU, the CUSTOMER, and RNK, with respect to the subject matter of this Agreement; provided, however, that YOU shall be subject to any additional terms and conditions of which RNK notifies you from time to time and that may apply when YOU are using any content, software, products, or services of any kind or nature, relating to this Website or services. Revisions to this Agreement. YOU may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly authorized Officer or Manager of RNK. RNK reserves the right to, and may, revise this Agreement at any time, and such revisions shall become effective ten (10) business days after RNK posts the revised Agreement for public viewing. You may access the Agreement while you are connected to the Internet by going to the page on the World Wide Web, by clicking on any hyperlink on the RNK Communications Website or services that is labeled "Terms and Conditions." The revisions to the Agreement shall include notice of the date of posting the most recent revision to the Agreement. YOU agree to read the revisions to this Agreement periodically and preferably, at least once every ten (10) business days to become aware of such revisions to this Agreement. YOUR continued use of the RNK Communications Website or services more than ten (10) business days after RNK posts revisions to this Agreement, as described above, shall be conclusively deemed YOUR assent to the additional terms and conditions made part of this Agreement by such revisions. If any such revised or additional terms and conditions are unacceptable to YOU, or if YOU do not agree to and do not wish to be legally bound by such revised or additional terms and conditions, you may terminate this Agreement as provided in Section 13 below.

6. Services; Account Information

RNK grants YOU a limited, non-exclusive, and nontransferable license to use the RNK Communications Website or services and its various components or to refer third parties to the RNK Communications Website or services for the sole purpose of purchasing such services. This license is subject to the restriction, that, except to the extent expressly permitted by law, YOU may not translate, reverse engineer or reverse compile or decompile, disassemble or make derivative works from the software residing at or used to operate the RNK Communications Website or services (hereinafter referred to as the "RNK Software"). YOU may not modify the RNK Software in any manner or form, or use it in any way which is not expressly authorized by RNK, other than to access the RNK Communications Website or services, as authorized by this Agreement, including, without limitation, for the purpose of obtaining unauthorized access to RNK's service or data (also known as "hacking"). YOU agree to abide by the laws of the United States and other applicable export control laws and regulations and not to transfer, by electronic transmission or otherwise, any information, including the RNK Software in either source, object, or executable form, which is subject to restrictions under such laws to a national or destination restricted under such laws without first obtaining and then complying with any requisite government authorization or licensing requirements and without first providing RNK with a certified copy of said license or written government authorization, evincing compliance with all applicable export control laws and regulations. RNK will provide YOU with customer service related to YOUR use of the RNK Communications Website or services, at no additional charge, subject to the restrictions posted on the Customer Service area of the RNK Communications Website or services. Warranties and Representations of CUSTOMER (applicable to YOU only if YOU accept a membership or other service using passwords and/or user names). YOU acknowledge that YOU will receive a user name and a password to access the services provided by RNK at the RNK Communications Website or services. Upon YOUR initial access to the RNK Communications Website or services, YOU will select a unique password. YOU are solely responsible for maintaining the confidentiality of YOUR password and are liable for any harm resulting from disclosing or allowing disclosure of any password or from use by any person of YOUR password to gain access to YOUR accounts. Therefore, for security purposes, RNK recommends that YOU change YOUR password regularly. YOU understand that YOUR password is confidential and is intended solely for YOUR use and for no other person's use. YOU understand that RNK will rely on YOUR agreement to keep YOUR password secret and confidential and that YOU will not reveal YOUR password to any other person or entity, except as required by law. YOU understand that disclosure of YOUR password to any other person or entity, except as required by law, could cause irreparable damages to RNK, including, but not limited to compromise of RNK's confidential and proprietary business information and trade secrets, compromise of the integrity of the information and communications of RNK's other customers, interruption of RNK's services, lost profits to RNK, and damages to RNK's business reputation and goodwill. YOU understand and agree that disclosure of YOUR password to any other person or entity, except as required by law, is a MATERIAL BREACH of this Agreement, and MAY VIOLATE LOCAL, STATE, and FEDERAL LAW. In the event that YOU disclose YOUR password to any other person or entity, YOU shall and hereby do forever agree to defend, hold harmless, and indemnify RNK from any harm or damages whatsoever resulting directly or indirectly from YOUR disclosure of YOUR password to any other person or entity. YOU understand and agree that YOU shall be entirely liable for all activities conducted through use of YOUR password, whether any third person or entity may also be liable for such activities. Information YOU Provide to RNK . YOU agree to provide RNK with accurate, complete, and updated registration information, and failure to do so shall constitute a breach of this Agreement and unauthorized access to RNK's service, and may result in immediate termination of YOUR account and subject YOU to civil and/or criminal liability. YOU further acknowledge that it is a Federal and State criminal offense to purchase any product from RNK by fraudulent means.

7. Charges, Fees, and Payment and Billing Methods; Subject to Change

The rates and charges for telephone card products available from RNK, as well as the methods of payment shall be those posted on the RNK Communications Website or services, as amended or revised from time to time. If YOUR chosen payment method for RNK's service is by credit or debit card, and RNK has not received payment from the card issuer or its agents, YOU agree to pay all amounts due upon demand by RNK by money order, cashier's check, or cash in U.S. currency. YOUR card issuer's agreement governs YOUR use of YOUR designated payment card in connection with the RNK Communications Website or services, and YOU must refer to such agreement and not this Agreement with respect to YOUR rights and duties as a cardholder. Upon written request, RNK will provide YOU with a written statement of charges within five (5) business days or as is reasonably possible. Unless YOU notify RNK of any discrepancies within thirty (30) days after the first date on which they first appear (as shown on the written account statement), they will be deemed acceptable by YOU for all purposes, including resolution of inquiries made by YOUR card issuer or bank. YOU release RNK from all liabilities and claim of loss resulting from any error or discrepancy that is not reported to RNK within thirty (30) days of the erroneous call. YOUR Responsibility for Charges. YOU shall be responsible for all charges resulting from YOUR use of the RNK Communications Website or services and the use of the RNK Communications Website or services by any other person who uses your user Personal Identification Number (PIN), regardless of whether YOU have actually authorized such charges. If YOU misplace YOUR PIN, or suspect that someone else may be using it without YOUR authorization, YOU agree that YOU will notify RNK immediately. Failure to notify RNK within thirty (30) days may result in YOUR being liable for unauthorized charges, as per Section 7(A)(5). Failure to Make Timely Payment. RNK reserves the right to suspend or terminate YOUR account and YOUR access to the RNK Communications Website or services for any amounts past due. Amounts past due include, but are not limited to denied credit card or debit card charges. Accounts that are past due or in default are subject to an interest charge of 1.5% or the maximum amount allowed under applicable law, whichever is greater, per month on the outstanding balance. Credit or debit card charges that are dishonored for any reason may be subject to a collection fee of \$25.00 per dishonored charge, and YOUR account and access to the RNK Communications Website or services Service may be suspended until YOU have paid in full all amounts YOU owe to RNK. Termination of YOUR account and/or YOUR access to the RNK Communications Website or services shall not relieve YOU from the obligation to satisfy outstanding invoices and to pay to RNK all amounts YOU owe to RNK pursuant to this Agreement, or otherwise. In the event RNK uses an attorney at law to collect any unpaid amounts from YOU, YOU shall be responsible for the payment of all of RNK's attorneys' fees and costs, in addition to any penalties allowed under applicable law, in the collection of those sums. All Sales Final; Refunds or Credits from Carriers. **ALL SALES FROM THE RNK COMMUNICATIONS WEBSITE OR SERVICES ARE FINAL, WITH RESPECT TO RNK.** RNK reserves the discretion to issue any refunds, credits, adjustments, or replacement of telephone cards, virtual cards, or electronic personal identification numbers (PINs). Should RNK, at its sole discretion, make any limited exceptions to its "all sales final" policy as described in this Agreement, RNK shall not waive any rights it has to enforce said policy in all other cases and at all other times, to the fullest extent provided in this Agreement and allowed under applicable law.

Limitations on Use of RNK Communications Website or services In any given 24-hour period, the number of purchases and the aggregate monetary value of the purchases YOU may make from the RNK Communications Website or services is limited to 1,000. These limits may vary from time to time. YOU agree that RNK reserves the right to change these limits at any time without notice and that RNK shall not be liable to YOU in any manner, for any reason, under any legal theory as a result of changing such limits. YOU further agree that YOU

will not exceed or attempt to exceed these limits. To make a purchase over 1,000, please contact RNK at 1-888-642-9831.

8. Intellectual Property Rights

All Content that RNK provides on any and all of its pages on the World Wide Web, any and all files, software, and databases RNK uses to operate the RNK Communications Website or services, and any and all files RNK makes available to YOU for use, viewing, browsing, or downloading, are protected by copyright pursuant to U.S. law, international conventions, and other copyright laws as individual works, and as a collective work and/or compilation, and RNK claims and owns, intends to own, or is in the process of owning a copyright, trademark, and/or patent in the selection, coordination, arrangement and enhancement of such Content. YOU agree not to modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided below), create derivative works from, distribute, perform, display, create collective works or compilations including, or in any way exploit, any of the Content, in whole or in part; provided that if RNK applies no specific restrictions directly or indirectly in relation to a particular item of Content, YOU may make a reasonable and limited number of copies of such item, including copyrighted material, provided that YOU make and use the said copies solely for YOUR personal and non-commercial use; YOU ensure that any notices contained in the Content such as all copyright, trademark, service mark, patent, and other proprietary rights notices are reproduced in an unmodified form in all such copies; and YOU refrain from transferring such Content to any other person, entity, computer, computer network, or other device, without the prior express written consent of RNK. 3. YOU agree to comply with all the terms and conditions of RNK's Copyright Notice and Policy, as amended or revised from time to time, and available online. Intellectual Property Rights of Third Parties. Third persons not parties to this Agreement shall retain all rights they have to intellectual property rights to Content they own and which they enjoy by law. YOU agree not to infringe upon any such rights and agree to defend, hold harmless, and indemnify RNK from any infringement YOU cause to the rights of any third party in any intellectual property rights that may result from YOUR use of the RNK Communications Website or services.

9. YOUR Duties Under this Agreement

YOU agree to abide by and perform all the terms and conditions of this Agreement at all times.

YOU agree to abide by and to follow all applicable laws in using the RNK Communications Website or services and, to the extent allowed by law, YOU agree to defend, hold harmless, and indemnify RNK from any damages caused by YOUR violation of any applicable laws. YOU acknowledge that access to or use of the RNK Communications Website or services may not be legal in certain countries. If YOU access or use the RNK Communications Website or services outside the United States of America, YOU do so at YOUR own risk and are responsible for compliance with the laws of the jurisdiction in which or from which YOU access or use the RNK Communications Website or services. YOU may not use the RNK Communications Website or services or any products or services you purchase by way of the RNK Communications Website or services for any unlawful purpose. RNK reserves the right to discontinue furnishing service or to limit the use of the RNK Communications Website or services necessitated by conditions beyond its control; or if YOU use the RNK Communications Website or services or any products or services you purchase by way of the RNK Communications Website or services in violation or attempted violation of the law. Refraining from Certain Activities. YOU further agree that YOU will not do or attempt to do any of the following activities in connection with YOUR use of the RNK Communications Website or services or otherwise: Violate the security of the RNK

Communications Website or services or any other computer network, or crack passwords or security encryption codes; Transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity; Impersonate any person living or dead, organization, business, or other entity, or use any name or communicate under any false name that YOU are not authorized to use; Solicit other RNK customers, retailers, or distributors to become customers of other companies or services directly competing with RNK ; or Violate any of the rules, regulations and policies of those networks, computer systems, telecommunications carriers, or Internet service providers that YOU use to access the RNK Communications Website or services.

YOU agree not cause or attempt to cause traffic levels to RNK's Web Site and related servers and networks, or other networks to rise without reason or for any malicious purpose, by any means, including, but not limited to, transmitting large files to e-mail, ftp, or other servers for malicious purposes, "mailbombing," transmissions intended to raise the cost of another network provider's access through excessive traffic levels, or repeatedly sending the same content to RNK for the purpose of harassment. Spamming Prohibited. YOU agree that YOU shall not engage in any spamming at any time. Attempting to Circumvent or Bypass System Security Measures. YOU agree not to obstruct or attempt to obstruct the systems identification procedures or to forge communications of any form. YOU agree not to attempt to cause, or actually cause, any disruption of service on the RNK Communications Website or services or any other network or any server housing the RNK Communications Website or services, including but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet. YOU agree not to abuse or attempt to abuse the system and resources of the RNK Communications Website or services in any manner. YOU agree not to violate or attempt to violate the security of the authentication and accounting procedures of the RNK Communications Website or services. YOU agree not to attempt to or actually undermine, hinder, damage, or disrupt the hardware, software, or security of the RNK Communications Website or services or any of its various components.

10. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOUR USE OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES AND ANY COMPONENTS OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES ARE AT YOUR SOLE RISK, AND THAT YOU VOLUNTARILY ASSUME THAT RISK. THE RNK COMMUNICATIONS WEBSITE OR SERVICES AND ALL OF ITS COMPONENTS ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. RNK's ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES AND ANY COMPONENTS OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES, AS WELL AS RNK's LIABILITY TO YOU FOR BREACH OF THIS AGREEMENT ARE LIMITED SOLELY TO THE AMOUNTS YOU HAVE PAID TO RNK . BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, RNK's LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW. THE RNK COMMUNICATIONS WEBSITE OR SERVICES AND ALL OF THE COMPONENTS OF THE RNK COMMUNICATIONS WEBSITE OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY RNK , ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS

PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY OF ANY KIND. NEITHER RNK NOR ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCEL BOTS, WORMS, LOGIC BOMBS, TROJAN HORSES, OR OTHER HARMFUL CONTENTS OR COMPONENTS. Specific Information Available on the RNK Communications Website or services. RNK AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE RNK TELECOM WEBSITE OR SERVICES AND ITS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. RNK AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE RNK TELECOM WEBSITE OR SERVICES AND ITS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RNK AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME. Links to Third Party Web Sites. SOME OF THE LINKS ON THE RNK TELECOM WEBSITE OR SERVICES WILL LET YOU LEAVE THE RNK TELECOM WEBSITE OR SERVICES. THE LINKED SITES ARE NOT UNDER THE CONTROL OF RNK AND RNK IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. RNK IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY RNK OF THE SITE TO WHICH THE RNK TELECOM WEBSITE OR SERVICES LINKS, NOR SHALL ANY LINK CREATE ANY EXPRESS OR IMPLIED WARRANTY BINDING ON RNK. Products Available from the RNK Communications Website or services. To ensure that YOU are aware of YOUR rights related to purchasing products offered by vendors and carriers on the RNK Communications Website or services, RNK has created the following disclaimers which are binding and material terms of this Agreement. YOUR ordering any products on the RNK Communications Website or services constitutes YOUR agreement to the following disclaimers. **YOUR PURCHASE OF ANY PRODUCTS THROUGH THE RNK TELECOM WEBSITE OR SERVICES INDICATES YOUR ACCEPTANCE OF THE TERMS STATED HEREIN. PLEASE REMEMBER THAT ALL OF THE RULES STATED IN THIS AGREEMENT APPLY TO THE PURCHASE OF ANY PRODUCTS THROUGH THE RNK TELECOM WEBSITE OR SERVICES. RNK NEITHER REPRESENTS NOR WARRANTS NOR ENDORSES THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR ADVERTISEMENTS UPLOADED, DISPLAYED, OR DISTRIBUTED THROUGH THE RNK TELECOM WEBSITE OR SERVICES. RNK IN NO WAY EITHER EXPRESSLY OR IMPLIEDLY TAKES RESPONSIBILITY FOR THE QUALITY OF ANY MERCHANDISE AVAILABLE FOR PURCHASE THROUGH THE RNK TELECOM WEBSITE OR SERVICES. RNK FURTHER DISCLAIMS ALL WARRANTIES ON THE MERCHANDISE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT SHALL RNK, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES BE HELD LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR**

SERVICES, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, ATTORNEYS' FEES OR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY KIND OF DAMAGES WHATSOEVER, EVEN IF RNK OR ANY OF THE OTHER PERSONS OR ENTITIES IDENTIFIED IN THIS PARAGRAPH HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY OF RECOVERY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE OR PERFORMANCE OF THE INFORMATION, MERCHANDISE, AND MATERIALS AVAILABLE FROM THE RNK TELECOM WEBSITE OR SERVICES. By YOUR agreeing to this disclaimer, YOU are indicating that YOU will not for any reason take any legal action against RNK, its parents, its subsidiaries, its members, its partners, its joint venturers, its affiliates, its suppliers, its licensors, its contractors, or their respective agents or employees with respect to any matter covered by the aforementioned disclaimers. Further, you are also agreeing that if any portion of this disclaimer is found by a court of competent jurisdiction to be unconscionable, inapplicable or void, only that portion of this disclaimer will be stricken, parties and the remainder of the provisions shall remain in full force and effect. **THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.**

11. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL RNK, ITS PARENTS, ITS SUBSIDIARIES, ITS MEMBERS, ITS PARTNERS, ITS JOINT VENTURERS, ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, ITS CONTRACTORS OR THEIR RESPECTIVE AGENTS OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE RNK TELECOM WEBSITE OR SERVICES OR ANY OF THE COMPONENTS OF THE RNK TELECOM WEBSITE OR SERVICES, OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES, OR MERCHANDISE PROVIDED ON OR THROUGH THE RNK TELECOM WEBSITE OR SERVICES, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT RNK IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, RNK'S LIABILITY SHALL BE LIMITED TO THE LIABILITY AS STATED IN THIS AGREEMENT.

12. Indemnification of RNK by CUSTOMER

Upon request of RNK, YOU agree to defend, indemnify, and hold harmless RNK, its parents, its subsidiaries, its members, its partners, its joint venturers, its affiliates, its suppliers, its licensors, its licensees, its agents, its contractors, or their respective agents and employees, and all their respective successors and assigns from all liabilities, claims, losses, judgments, damages, and expenses, including, without limitation, attorney's fees and costs of litigation, arising from breach of this Agreement by use of, or in connection with, the transmission by or through YOUR account of any content or communications. RNK reserves the right, at its own expense and at its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by YOU hereunder, and in such event, YOU shall have no further obligation to provide indemnification for such matter. YOU shall promptly notify RNK in writing of any claim arising or potentially

arising under this indemnity.

13. Termination of Agreement

Either YOU or RNK may terminate this Agreement at any time. YOUR sole right with respect to any dissatisfaction with any term of this Agreement, as revised or amended from time to time, or RNK's performance of this Agreement is to terminate this Agreement by notifying RNK in writing.

14. Alternative Dispute Resolution

The parties will attempt to settle any controversy of claim arising out of or relating to this Agreement, or the breach thereof, or for non-payment of charges for the products and services provided under this Agreement through good faith negotiations. The arbitration will be held in Boston, Massachusetts, USA. The arbitrator may not limit or expand or otherwise modify the terms of this Agreement.

15. Consent to Jurisdiction; Venue

Venue for mediation, arbitration, or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof shall be proper only in Boston, Massachusetts, USA. The domestic law of the Commonwealth of Massachusetts shall govern the construction, interpretation, and performance of this Agreement.

16. Choice of Law

For all purposes, this Agreement shall be deemed to have been made within the Commonwealth of Massachusetts. This Agreement shall be governed by the laws of the United States of America and the laws of the Commonwealth of Massachusetts, without regard to Massachusetts' choice of law and conflicts of law rules, and RNK and YOU each submit to the exclusive jurisdiction of the Circuit Court of Suffolk County, Massachusetts, or to the United States District Court for the First Circuit, should any claim or question arise under Federal law or federal jurisdiction based upon diversity of citizenship. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ("UCITA") OR ANY SUCCESSOR MODEL ACT THAT IS SUBSTANTIALLY SIMILAR TO THE APPROVED DRAFT OF UCITA APPROVED BY THE NATIONAL CONFERENCE OF COMMISSIONERS ON UNIFORM STATE LAWS (NCCUSL) ON OR ABOUT AUGUST 4, 1999, OR ANY STATE LAW THAT IS SUBSTANTIALLY SIMILAR TO THE AFOREMENTIONED MODEL UCITA OR SUCCESSOR LAWS, SHALL APPLY TO ANY TRANSACTION OR ANY PART OF ANY TRANSACTION ARISING UNDER THIS AGREEMENT, REGARDLESS OF ANY STATE IN WHICH UCITA MAY HAVE BEEN ENACTED AT THE TIME SUCH TRANSACTION OR ANY PART OF SUCH TRANSACTION PURSUANT TO THIS AGREEMENT SHALL HAVE OCCURRED.**

17. Force Majeure

RNK shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the

elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electrical power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, or any cause beyond the reasonable control of RNK.

18. Non-transferability of Right to Use Service

The rights to use the RNK Communications Website or services and YOUR account are not transferable. Accounts and access to the RNK Communications Website or services are for YOUR sole use. YOU shall be responsible for the confidentiality of YOUR password. Loaning YOUR account, user name, or password to other persons is expressly prohibited. Violation of those terms shall constitute theft of RNK's service and property and may be prosecuted under civil and criminal law.

19. Notices Pursuant to this Agreement

YOU agree to notify RNK if YOU move or otherwise change YOUR postal or e-mail address or phone number, and to list a truthful name, postal address, e-mail address, and telephone number on all forms YOU supply to RNK. YOU may notify RNK by regular first class mail or by e-mail at webmaster@rntel.com.

20. Severability of Terms of this Agreement

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

21. No Waiver of Provisions of this Agreement

RNK's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between YOU and RNK nor any trade practice shall act to modify any provision of this Agreement.

22. Limitation of Actions Arising Under this Agreement

All disputes arising under this Agreement shall be resolved subject to the Alternative Dispute Resolution provisions of this Agreement. Any cause of action or dispute YOU may have with respect to RNK's performance or alleged non-performance of this Agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred. For purposes of the Alternative Dispute Resolution provisions of this Agreement, the commencement to which this paragraph refers is the date on which YOU notify RNK in writing of a dispute.

23. Attorney's Fees and Costs in Litigation

In any action between RNK and YOU to enforce any of the terms of this Agreement, RNK shall be entitled to recover expenses from YOU, including, but not limited to, reasonable attorney's fees.

III. PRIVACY STATEMENT

1. Introduction

Online privacy is a fundamental component for the ongoing success of the Internet and RNK Communications's ability to provide customers services via the Internet. RNK Communications is very concerned about the confidentiality of individually specific customer identifiable information ("Customer Information") and maintains the highest standards for the protection of privacy over the Internet. The purpose of this statement is to clarify how our efforts ensure privacy and protection of Customer Information.

2. Credit Card Numbers

As an extra measure to safeguard customer privacy we DO NOT store or aggregate customer credit card numbers or other information relating to customer credit card(s). Customer credit card numbers and credit card information are entered into our system only for the purpose of the specified transaction. **ONCE THE TRANSACTION IS COMPLETED, OR SHORTLY THEREAFTER, CUSTOMER CREDIT CARD INFORMATION CEASES TO EXIST WITHIN OUR SYSTEM.**

3. Junk mail

RNK Communications does not send unsolicited "junk" email (spam). However, we may use email to communicate with our customers, to respond to visitor's emails, confirm orders placed online, and to send information that a visitor has requested.

4. Cookies

"Cookies" consist of a very small text file placed on your hard drive by a web page server. Cookies cannot be executed as code or deliver viruses and are uniquely yours and can only be read by the server that gave it to you to tell the server that you returned to that web page. Cookies save you time and personalize pages, or register for products or services, a cookie helps RNK remember who you. While cookies allows RNK to be more efficient and learn what information is important to our visitors, and what isn't and focus our efforts on information you need.

5. Comments and questions

Please send any comments or questions regarding this Internet policy statement, or other issues surrounding RNK Communications web sites, to:

RNK Communications
333 Elm Street
Dedham, MA 02026
Attn: Legal Department

Version 1-07