

Terms and Conditions

1. GENERAL

Kingdom Technology Solutions, Kingdom Telecommunications Inc., KTIS and/or Kingdom Telephone Company ("Provider") provides, to Users/Subscribers who have agreed to the terms and conditions stated below, a wide variety of resources, products and services, which include shopping services, branded and personalized content and entertainment services, communication tools, Internet access services, online directories, administrative services, download areas, advertising, games and information, some or all of which may be accessed through a variety of means. This Online Access agreement ("Agreement") is a legal agreement between you and the Provider. The term "you" or "your" includes any of your subsidiaries, affiliates, employees and parent or legal guardian. It states the terms and conditions under which you may access the Provider's network and use the online services that the Provider makes available through that network ("service") and all hardware and/or software necessary to connect to the service ("software").

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

2. ACCESS AND AUTHORIZATION

(a) Access. Provider hereby grants you access to its web sites, content and services and the right to use such web sites, content and services subject to the terms of this Agreement.

(b) Permitted Users. You may permit other members of your organization or household to access this web site or Provider service provided that each such person abides by the terms and conditions of this Agreement. By permitting others to use your account, you assume all risk and liabilities resulting from their use. If you authorize a minor to use your account, you are fully responsible for the online conduct of the minor, for controlling the minor's access to and use of the Service, and for the consequences of any misuse. It is your responsibility to safeguard any personal identification number and password required to access the system. Your right to authorize others to use your account is not assignable or transferable.

(c) Content & Software. The Provider's web sites, content and services provide you access to a wide variety of information, shopping, communications, entertainment, games, advertising and other services, products, data and materials ("content"). Some of the content is owned by the Provider and/or its affiliates. Other portions are owned by non-Provider companies or third parties such as suppliers, vendors, and licensors (including content that is generated by users as further described in Section 14). Some portions of the Provider's web sites or Provider services may require you to download software ("software") in order that you may access the portions of the web sites or access the Provider's service. The software may be the property of the Provider or a supplier, vendor, or licensor to the Provider. The content and software are protected by a variety of laws governing the use of copyrights, trademarks, patents, or trade secrets. Subject to the rules and limitations set forth in the Terms, you are granted a limited, non-sublicensable right to access the web sites, the content and the software for your personal non-commercial use only, except as otherwise permitted. Without limiting the generality of the foregoing, no software or underlying information or technology may be downloaded or otherwise exported or re-exported.

3. CHANGES

The Provider's services and this Agreement may change from time to time. Provider reserves the right, at Provider's sole discretion and without prior notice or liability, to discontinue or alter the service or any feature of the service including, without limitation, (a) restricting the time of availability, (b) restricting the availability and/or scope of the service for certain types of computers and operating systems, (c) restricting the procedures for or amount of access or use permitted, (d) restricting or terminating any user's right to access and use the service, and (e) changing system hardware and software. Any change is effective immediately upon a posting on the service, this web site, electronic mail, or conventional mail. By continuing to use the service, you accept any such changes. If any such changes are not acceptable to you, you may terminate this Agreement at any time as described in Section 11. You agree that the Provider shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site (or any portion thereof).

4. REGISTRATION, PASSWORD, & SECURITY

Whenever you provide us information on this web site or in the course of applying for any of the Provider's goods or

services, you agree to: (a) provide true, accurate, current and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information that is, or we have reasonable grounds to suspect that the information is, untrue, inaccurate, not current or incomplete, Provider may without notice suspend or terminate your access to our web site and/or goods and services and refuse any and all current or future use of our web site and/or services. If any portion of our web site requires you to register or open an account you may also be asked to choose a password and a user name. Please select a password that would not be obvious to someone trying to guess your password, and change it regularly as an added precaution. You are responsible for maintaining the confidentiality of the password and account, and you are fully responsible for all activities that occur under your password or account identification. You agree to immediately notify the Provider of any unauthorized use of your password or account or any other breach of security. Without limiting any rights which the Provider may otherwise have, the Provider reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of its network, web sites and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, the Provider may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall the Provider be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of the Provider under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. You may not use anyone else's account at any time, without the permission of the account holder. The security of your personally identifying information is important to us. While there is no such thing as "perfect security" on the Internet, we will take reasonable steps to help ensure the safety of your personally identifying information. However, you understand and agree that such steps do not guarantee that use of the Provider's services or web site is invulnerable to all security breaches, and that the Provider makes no warranty, guarantee, or representation that use of any of our services or web sites is protected from viruses, security threats or other vulnerabilities.

5. SYSTEM RULES / ACCEPTABLE USE

(a) You agree to supply Provider with accurate and complete information and to inform Provider promptly of any change in such information.

(b) You are responsible for all use of your account. You must promptly inform Provider of the loss, theft, or unauthorized disclosure or use of your personal identification number or password. Until you notify Provider of such a breach of security, you remain liable for any unauthorized use of the service through your account.

(c) You understand that any Kingdom email account that has been inactive for a period of six (6) months will be deactivated. Re-activation will not be allowed.

(d) You agree to use the Provider's web sites, products and services and the content of such web sites, products and services (whether provided by us or others), as well as any software provided in connection with the aforementioned, in a manner consistent with all applicable laws and regulations. Additionally, you will not take any of the following actions with respect to the Provider's web sites, our products and services, related software, or content, nor will you use the Provider's web sites, software or services to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Provider's web sites, products or services in any manner that:

is unlawful, harmful to minors, threatening, harassing, abusive, defamatory, slanderous, vulgar, gratuitously violent, obscene, pornographic, indecent, lewd, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive;

infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights;

removes any proprietary notices or labels on the content;

advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party;

is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity;

specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;

constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, or any other unsolicited commercial or non-commercial communication;

interferes with others using the Sites;

- is off-topic according to the description of the group, forum or webpage;
- contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment;
- contains a charity request, petitions for signatures, chain letters or letters relating to a pyramid scheme;

- disrupts, interferes or inhibits any other user from enjoying the Sites or other affiliated or linked websites, material, contents, products and/or services.
 - uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or services;
 - creates a false identity for the purpose of misleading others;
 - prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such information to any third party;
 - uses any the Provider domain name as a pseudonymous return email address;
 - contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
 - provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
 - attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any Content or the Sites;
 - reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Sites or content, use of the web sites, or access to the web sites;
 - publishes, publicly performs or displays, or distributes to any third party any content, including reproduction on any computer network or broadcast or publications media;
 - systematically collects and uses any content including the use of any data mining, or similar data gathering and extraction methods;
 - makes derivative uses of the web sites or the content;
 - uses, frames, or utilizes framing techniques to enclose any portion of the web sites (including the images found at the sites or any text or the layout/design of any page or form contained on a page); and/or
 - modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our web sites. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the web sites to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site's underlying technology.
- (e) Some of the Provider's services are provided on an oversubscribed basis.
- (f) Provider will endeavor to provide fair and equal access to all customers, clients and Subscribers.
- (g) Service Subscribers are strictly prohibited from "serving" any protocols from their connection without the express written consent of Provider.
- (h) Provider reserves the right to refuse to provide access to services to anyone.

6. DISCLAIMER

The Provider's web sites, content, and services are provided on an "as-is", "as available" basis. Provider does not make, and expressly disclaims, any and all warranties, express or implied, in regard to any information, product, or service furnished by it under this agreement, including without limitation any and all implied warranties for merchantability or fitness for a particular purpose. In no event shall provider be liable for any indirect, incidental, consequential, special, punitive or any damages whatsoever, resulting from loss of use, data or profits, whether in an action of contract, negligence or other torturous action, arising out of or in connection with the use or performance of software, documents, provision of or failure to provide services, or information available from the services, even if advised of the possibility of such damages.

7. INDEMNIFICATION

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

8. PRIVACY

We recognize that you expect privacy. For this reason we have established specific guidelines and procedures for how

your information is collected and maintained to protect against misuse or unauthorized release. We understand how important privacy and confidentiality are to you, our customer. We place great emphasis on ensuring the information you entrust to us remains protected, regardless of how we receive your personal information. We do not release the personal information you have entrusted to us to other people, companies or agencies without a signed consent form from you, except as required by law or subpoena by a court of competent jurisdiction. We may collect different types of personal and other information based on your use of our products and services and our business relationship with you.

Some examples include:

- Contact Information that allows us to communicate with you -- including your name, address, telephone number, and e-mail address;
- Billing information related to your financial relationship with us -- including your payment data, credit history, credit card number, Social Security numbers, security codes, and service history;
- Equipment, Performance, Provider Website Usage, Viewing and other Technical Information about your use of our network, services, products or websites.
- Provider collects information in three primary ways:
 - You give it to us when you purchase or interact with us about a product or service we offer or provide;
 - We collect it automatically when you visit our websites or use our products and services;
 - We obtain it from other sources, such as credit agencies.
- We may use the information we collect in a variety of ways, including to:
 - Provide you with the best customer experience possible;
 - Provide the services you purchase, and to respond to your questions;
 - Communicate with you regarding service updates, offers, and promotions;
 - Deliver customized content and advertising that may be of interest to you;
 - Address network integrity and security issues;
 - Investigate, prevent or take action regarding illegal activities, violations of our Terms of Service or Acceptable Use Policies; and
- Provide local directory and directory assistance.
- Electronic mail ("email") and other transmissions passing through or over the Internet and through Provider's systems are not secure, and Provider cannot guarantee the security or privacy of any of your information or communications. Provider will not intentionally monitor or disclose any private electronic communications, except to the extent necessary to identify or resolve system problems or as otherwise permitted or required by law.

9. EDITORIAL CONTROL

The Provider reserves the right to monitor transmissions, other than private electronic communications, as necessary to provide service and otherwise to protect the rights and property of the Provider. Notwithstanding the foregoing, the Provider does not have the practical ability to restrict conduct, communication, or content that might violate this Agreement before transmission on the service, nor does Provider assume any liability for any action or inaction with respect to such conduct, communication, or content.

10. PROPRIETARY RIGHTS

(a) Software. The software and any accompanying documentation and written materials are the sole and exclusive property of Provider or its licensor and are protected by copyright and trade secret law and international treaties.

(b) Content. You acknowledge that the Service contains information, software, photos, video, graphics, sound, music, and other material ("content") that are protected by copyright, trade mark, trade secret, and other intellectual property law and that the rights in such content are valid and protected in all forms, media, and technologies that now exist or that may be developed in the future. You may not modify, publish, distribute, transmit, transfer or sell, create derivative works, or in any way exploit any of the content, in whole or in part. Except as allowed by U.S. copyright law, you may not upload, post, reproduce, or distribute any content protected by copyright or other proprietary rights without the permission of the copyright owner.

(c) Third Party Content and Services

You may only upload or otherwise distribute via the service, content that is not subject to any copyright or other proprietary rights protection or for which you have the owner's express authorization for such on-line distribution. The unauthorized uploading or distribution of copyrighted or other proprietary content constitutes a breach of this Agreement, and could subject you to criminal prosecution, personal liability for any damages arising from any infringement, and to termination of this Agreement.

Any opinions, advice, statements, services, offers, or other content expressed or made available by third parties are those of the respective authors, owners, or distributors and not of Provider. In no event will Provider be liable for any loss or damage caused by a user's reliance on content obtained through the Service.

The Service may permit you to receive information and order and receive merchandise and services directly from businesses that are not owned or operated by Provider. The purchase, payment, warranty, delivery, and any other terms concerning such information, merchandise, and services are solely between you and such businesses.

Export. The U.S. export control laws regulate the export and re-export of technology originating in the United States, including the electronic transmission of information and software to foreign countries and foreign nationals. You agree to comply with these laws and not to transfer by electronic transmission or otherwise, and content derived from the Service without obtaining any required government authorization. You further agree not to upload to the Service any data or software that cannot be exported without prior written government authorization, including without limitation, certain types of encryption software.

11. COPYRIGHT INFRINGEMENT POLICY

Any household in violation of Copyright Infringement will be subject to the following terms:

- a. Written notice will be sent via email (US mail if email bounces) for each of strikes 1, 2, and 3.
- b. Strike 4: Internet service will be suspended for a period of 1 week. Notice will be sent via email and US Mail.
- c. Strike 5: Internet service will be suspended for a period of 3 months. Notice will be sent via email and US Mail.
- d. Strike 6: Internet will be terminated for a period of 36 months. Notice will be sent via email and US Mail.

After one year of no infractions your strike count starts over unless you have been permanently disconnected. Questions can be directed to the DMCA Agent via email at netadmin@ktis.net

12. PRODUCT & SERVICE INFORMATION

The Provider does not warrant that information, graphic depictions, product and service descriptions or other content of its web sites is accurate, complete, reliable, updated, current, or error-free. Despite our efforts, it is possible that a price for a product or service offered on our web sites may be inaccurate or the product or service description may contain an inaccuracy. In the event the Provider determines that a product or service contains an inaccurate price or description, the Provider reserves the right to take any action it deems reasonable and necessary, in its sole discretion, to rectify the error, including without limitation canceling your order or your service, unless prohibited by law. The Provider may make improvements or changes to any of its content, information products, services, or programs described on its web sites at any time without notice. You agree to notify the Provider immediately if you become aware of any pricing or descriptive errors or inconsistencies with any products or services you order through its web sites and comply with any corrective action taken by the Provider.

13. THIRD PARTY PRODUCTS & SERVICES

Parties other than the Provider may offer and provide products and services on or through its web sites. Except for the Provider's branded information, products or services that are identified as being supplied by the Provider, the Provider does not operate, control, or endorse any information, products, or services on its web sites or accessible through its web sites in any way. The Provider is not responsible for examining or evaluating, and the Provider does not warrant the offerings of, any of these businesses or individuals or the content of their websites. The Provider does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. The Provider's web sites may contain links to other websites not operated by the Provider. The links are provided for your convenience. The inclusion of any links to other websites does not imply affiliation, endorsement or adoption by the Provider of those web sites or the contents therein. We are not responsible for the contents, links or privacy of any linked web site. Access to any other web sites linked to the Provider's web sites is at your own risk. When leaving the Provider's web sites, you should carefully review the applicable terms and policies, including privacy and data gathering practices, of that third-party website.

14. ONLINE ORDERS

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

15. USER SUBMITTED CONTENT

The Provider's web sites may have "publicly accessible areas" such as message boards, forums, member profiles, yellow pages, job folders or other features that allow users to post Content that will be accessible by the public or the user population generally. With respect to any message, data, image, text, photos, graphics, audio, video or other material you

elect to post to such publicly accessible areas of our Site, while you retain any and all of your lawfully owned rights in such Content, you grant the Provider a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Content which you provide (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed and to exercise the same rights with respect to such works. You also permit any user of our Site to access, display, view, store, distribute, perform, reproduce and prepare derivative works of, such Content that you have placed in publicly accessible areas of our Site. No compensation will be paid to you or to any other person or entity with respect to the posting or use of your Content. The Provider is under no obligation to post or use any Content you may provide and the Provider may remove your Content at any time in its sole discretion. You agree that the Provider is not under any obligation of confidentiality, express or implied, with respect to your Content. You represent and warrant that you own or otherwise control all necessary rights to the Content that you post, that such Content is accurate, that use of the Content you supply does not violate these Terms, specifically including without limitation the requirements of Section 14 (Acceptable Use), and will not cause injury to any person or entity, and that you will indemnify the Provider for all claims resulting from the Content you supply. The Provider does not generally pre-screen or control Content posted by users of our web sites, and, therefore, does not guarantee the accuracy, integrity or quality of such Content. The Provider shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any Content that is available via our Site for any or no reason, including that any Content violates these Terms or is otherwise objectionable. We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the Provider of the web sites, we are only a forum and are not liable for any statements, representations, or Content provided by web site users. Any opinions, advice or recommendations expressed therein are those of the users providing such Content and not those of the Provider. We do not endorse any Content or any opinion, recommendation or advice expressed therein. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the web sites are used to disseminate statements that are harmful or inflammatory.

16. USER SUBMISSIONS TO THE PROVIDER

You agree not to propose, post or submit to the Provider ideas, concepts, copy, proposals, inventions, methods or techniques for new or proposed services or products (collectively referred to as "Submitted Material ") through the Provider's web sites. In the event you do so, you hereby grant to the Provider a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free license to use all such Submitted Material in any manner whatsoever without compensation or attribution to you. You also grant to the Provider the right, at its sole discretion, to use your name in connection with the Submitted Materials and other information as well as in connection with all advertising, marketing and promotional material related to such material and information. Use of such Submitted Material shall not require permission from or payment to you or to any other person or entity. You agree that the Provider is not under any obligation of confidentiality, express or implied, with respect to the Submitted Material. You agree that you shall have no recourse against the Provider for any alleged or actual infringement or misappropriation of any proprietary right in Submitted Material and that the submission of any Submitted Material to the Provider, including the posting of materials to any forum or interactive area on the Provider's web sites, irrevocably waives any and all "moral rights" in such materials. You represent and warrant that you own or otherwise control all of the rights to the Submitted Material that you post, that the Submitted Material is accurate and, that use of the Submitted Material you supply does not violate these Terms and will not cause injury to any person or entity.

17. NETWORK SECURITY

Violating the security of the Provider's network or network assets is prohibited and may result in criminal and civil liability. The Provider may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of security violations include, without limitation, unauthorized access to or use of data or systems including any attempt to probe, scan, or test the vulnerability of the Provider's network or network assets or to breach security or authentication measures, unauthorized monitoring of data or traffic, interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, forging any TCP-IP packet header, e-mail header, or any part of a message header, except for the authorized use of aliases or anonymous remailers, and using manual or electronic means to avoid any use limitations. The Provider reserves the right to take whatever steps are necessary to protect and preserve the integrity of its network.

18. NETWORK MANAGEMENT PRACTICES

The Provider does not currently manage or alter any Subscriber's predefined service plan connection speed or quality of service, regardless of the amount or type of a Subscriber's traffic in any given period of time. However, the Provider reserves the right to manage any Subscriber's connection speed or quality of service if that Subscriber's online activity hampers the ability of the Provider to maintain its predefined service level parameters to other service Subscribers on its network. The Provider will make every effort to contact the affected Subscriber(s) should such service management or alteration become necessary and notify them of corrective measures they can take to avoid continuing service

management or alteration. The Provider will make reasonable efforts to maintain its network quality and capacity levels to maintain predefined levels of service for every Subscriber on its network. However, service Subscribers may experience occasional service quality degradation due to changes in environmental conditions, unanticipated surges in traffic volume, acts of God, unauthorized network attacks from sources inside or outside its network, and/or any other event or circumstance beyond the Provider's reasonable foresight or control.

19. NETWORK PERFORMANCE

It is understood by the service Subscriber that the Provider's individual service plan descriptions, either verbal, written or electronic, are provided for the Subscriber's information and comparison purposes only and are not to be construed as guarantees by the Provider of service or network performance. Connection upload and download speeds given for each service plan are the speeds at which that service plan is configured on the Provider's network and/or the Subscriber's premise equipment and are not to be construed as the speed or quality of service the Subscriber will experience on the Internet as a whole. The Subscriber understands that the Provider's service is provided on a "best effort" basis and that the Provider will make all reasonable effort to maintain its network in a manner that best ensures every service Subscriber's predefined service plan speeds and quality of service. It is understood by the service Subscriber that their actual connection speed and service level may vary by as much as 25% from the Provider's published service plan speeds and/or quality of service descriptions due to the distance between the service Subscriber's premise equipment and the Provider's primary network connection access point, network traffic volume at any given time, environmental conditions, acts of God, unauthorized attacks from sources inside or outside its network and/or any other event or circumstance beyond the Provider's control. It is further understood by the Subscriber that the Provider has no control over the quality of service provided beyond its LAN network boundaries. The Provider has no control over the quality or speed of service provided by any other Internet Service Provider's (ISP's) network or the World Wide Web as a whole. It is understood that the Provider is only capable of controlling the service experience on its own LAN network up to and including the Provider's Internet/WAN gateway.

20. GENERAL USE & STORAGE LIMITS

You acknowledge that the Provider may establish general practices and limits concerning use of its web sites and services, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Provider's web sites and services, the maximum number of email messages that may be sent from or received by an account on the Provider's web sites or services, the maximum size of any email message that may be sent from or received by an account by the Provider's web sites or services, the maximum disk space that will be allotted on the Provider's servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Provider's web sites or services in a given period of time. Your use of the Provider's web sites or services constitutes your consent to allow the Provider to store electronic communications on its servers. You agree that the Provider has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted via the Provider's web sites or services. You acknowledge that the Provider reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that the Provider reserves the right to modify these general practices and limits from time to time.

21. ENFORCEMENT

The Provider reserves the right but does not assume the obligation to strictly enforce these Terms, including without limitation by issuing warnings, suspension, or termination of access to the Provider's web sites and/or services, and/or by removing, screening, or editing of Content, or by engaging in self-help and active investigation, litigation and prosecution in any court or other appropriate venue. The Provider may access, use, and disclose transaction information and any Content provided by you to comply with the law (e.g., a lawful subpoena) or based on the Provider's reasonable judgment that disclosure is necessary, or to enforce or apply our agreements (including these Terms), to initiate, render, bill, and collect for services, to protect our rights or property, or to protect users of the Provider's services, the Provider's web sites and services and other persons or entities from fraudulent, abusive, or unlawful use of the Provider's web sites or services. **INDIRECT, ATTEMPTED OR ACTUAL VIOLATIONS OF THESE TERMS OR ANY RELATED POLICY BY YOU OR ANY THIRD- PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THESE TERMS BY YOU.**

22. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE PROVIDER, ITS EMPLOYEES, OFFICERS, REPRESENTATIVES, SERVICE PROVIDERS, SUPPLIERS, LICENSORS, AND AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (i) THE USE OR INABILITY TO USE THE PROVIDER'S WEB SITES, SERVICES, OR CONTENT, MATERIALS, SOFTWARE, INFORMATION OR TRANSACTIONS PROVIDED ON OR THROUGH THE PROVIDER'S WEB SITES OR SERVICES, OR (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PROVIDER'S WEB SITES, CONTENT, MATERIALS, SOFTWARE,

INFORMATION, PRODUCTS, OR SERVICES ON OR AVAILABLE THROUGH THE PROVIDER'S WEB SITES, CONTENT OR SERVICES, (iii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE PROVIDER'S WEB SITES OR SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SITE; (vi) THE DELAY OR FAILURE IN PERFORMANCE RESULTING FROM AN ACT OF FORCE MAJEURE, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, NATURAL DISASTERS, COMMUNICATIONS FAILURE, GOVERNMENTAL ACTIONS, WARS, STRIKES, LABOR DISPUTES, RIOTS, SHORTAGES OF LABOR OR MATERIALS, VANDALISM, TERRORISM, NON-PERFORMANCE OF THIRD PARTIES OR ANY REASONS BEYOND THEIR REASONABLE CONTROL; OR (vii) ANY OTHER MATTER RELATING TO THE PROVIDER'S WEB SITES, CONTENT OR SERVICES, EVEN IF THE PROVIDER OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE PROVIDER'S WEB SITES, CONTENT OR SERVICES IS TO STOP USING THE WEB SITES, CONTENT AND/OR SERVICES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY, IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE PROVIDER UNDER SUCH CIRCUMSTANCES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

23. SUSPENSION / TERMINATION

You agree that the Provider may immediately terminate or suspend your account, any associated email address, and access to all or any part of the Provider's web sites, content or services, or change your password without notice. Cause for such termination, suspension or change shall include, but not be limited to, (a) breaches or violations of these Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Provider's web sites, content, or services (or any part thereof,) (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account includes (or, if the Provider elects instead to suspend your account, may include any one or more of the following) (a) removal of access to all web site, content or service offerings, (b) deletion of your password and all related information, files and other content associated with or inside your account (or any part thereof) and (c) barring of further use of the Provider's web sites, content or services. You agree that all terminations and suspensions for cause shall be made at the Provider's sole discretion and that the Provider shall not be liable to you or any third party for any termination or suspension of your account, loss of storage, any associated email address, or access to the Provider's web sites, content or services. Further, the Provider reserves the right, to immediately terminate or suspend your account, any associated email address, and access to the Provider's web sites, content or services at any time, for any reason and without notice to you at the Provider's sole discretion. IN THE EVENT THAT THE PROVIDER SUSPENDS OR TERMINATES YOUR ACCESS OR SERVICE, MONTHLY SERVICE FEES AND/OR ANY PREPAID CHARGES WILL NOT BE REFUNDED OR PRORATED

24. TRADEMARK OR SERVICE MARKS

Trademarks that are used or displayed on the Provider's web sites, content, equipment or services are owned by the Provider or by third parties other than the Provider. The Provider's trademarks may not be copied or used, in whole, partial or modified form, without the prior written permission of the Provider or, if applicable, its licensor. In addition, the Provider's custom graphics, logos, button icons, scripts, and page headers are covered by trademark, trade dress, copyright or other proprietary right law, and may not be copied, imitated, or used, in whole, partial or modified form, without the prior written permission of the Provider. Other trademarks, service marks, registered trademarks, product and service names, and company names or logos that appear on the Provider's web sites, content, equipment or services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by the Provider. You may not use any metatags or any other "hidden text" utilizing the Provider's name, trademark, or product/service name without the Provider's express written consent.

25. CHARGES AND PAYMENT

(a) Service Fees; Taxes. Provider may charge you a monthly service fee for Provider services to which you Subscriber plus any applicable sales, use, value-added, personal property, or other governmental tax imposed on the service. Current rates are available online or by telephone or e-mail to Provider's Customer Service. Rate changes are effective on the 1st day of the month immediately following publication of the rates online.

(b) Payment. Payment may be made by credit card, check or money order. If you choose to pay by credit card, Provider may automatically bill the monthly service fee to your credit card account on the tenth (10th) day of each month. If you choose to pay by check or money order, we will send you notification that the amount is due and payable within twenty-one (21) days after the date of the invoice. A \$3.00 late charge will be added to a delinquent account to cover the additional cost of processing and mailing a delinquent notice. Accounts that are unpaid for thirty (30) days will be suspended and may not be used. Files pertaining to accounts that are unpaid for sixty (60) days will be automatically

archived. Files pertaining to accounts that are unpaid for ninety (90) days will be purged.

(c) Equipment and Connect Charges. You are responsible for obtaining, installing, maintaining, and operating all computer, television and telephone equipment and service access lines and for all such other charges that may be necessary to access the service.

26. MISCELLANEOUS

The Provider's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms shall be governed and construed in accordance with the laws of the State of Missouri applicable to agreements made and to be performed in Missouri. You agree that any legal action or proceeding between the Provider and you for any purpose concerning these Terms or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Missouri. Neither the course of conduct and/or course of dealing between the parties nor trade practice shall act to modify any provision of this Agreement. The Provider may assign its rights and duties under this Agreement to any party at any time without notice to you. Your rights and duties under these Terms are not assignable by you without written consent of the Provider. These Terms do not provide any third party with a remedy, claim, or right of reimbursement. You must file any claim or suit related to the Provider's web sites, content or services within one year after it arises.