

### **BILLING AND PAYMENT**

You shall pay the fees and other charges for each service as provided in the Order Form. YourNET Connection, Inc. reserves the right to change rates, notifying you sixty (60) days in advance of the effective date of the change; provided YourNET Connection, Inc. shall not change any rates during the term of any Term Commitment. Service charges will be invoiced according to the terms and conditions set forth both herein and in the Service Order Form. All payments shall be made in U.S. currency. You will pay a late payment charge of \$50.00 on any invoice remaining five (5) days after the date upon which payment is due. ("Due Date").

### **CANCELLATION; REINSTATEMENT**

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) in connection with the payments of the registration fee for your domain name registration, you agree and acknowledge that the domain name registration shall be transferred to YourNET Connection, Inc. as the paying entity for that registration to the registry and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. We will reinstate your domain name registration solely at our discretion, and subject to our receipt of the initial registration or renewal fee and our then-current reinstatement fee.

### **TERM**

This Agreement shall be for the term specified by you on the Order Form. With regard to such other Services, this Agreement will be automatically renewed at the end of the initial term for the same term specified by you on the Order Form unless you provide sixty (60) days written notice to YourNET Connection, Inc. of termination of this Agreement.

### **ACCEPTABLE USES**

You shall at all times adhere to the YourNET Connection, Inc. Acceptable Use Policy located on the Members Only Web Site at <http://membersonly.ync.net>, as amended from time to time by YourNET Connection, Inc. effective upon posting of the revised policy at the URL. Notwithstanding anything to the contrary contained herein, YourNET Connection, Inc. may immediately take corrective action, including disconnection or discontinuance of any and all Services, or terminate this Agreement in the event of notice of possible violation by you of the YourNET Connection, Inc. Acceptable Use Policy. In the event YourNET Connection, Inc. takes corrective action due to a violation of the YourNET Connection, Inc. Acceptable Use Policy, YourNET Connection, Inc. shall not refund to you any fees paid in advance of such corrective action.

### **IP ADDRESS OWNERSHIP**

YourNET Connection, Inc. shall maintain and control ownership of all IP numbers and addresses that may be assigned to you by YourNET Connection, Inc. and YourNET Connection, Inc. reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

### **CPU USAGE**

You agree that you shall not use excessive amounts of CPU processing on any of YourNET Connection Inc.'s servers. Any violation of this policy may result in corrective action by YourNET Connection, Inc. in its sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement. In the event that YourNET Connection, Inc. elects

to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

### **BANDWIDTH AND DISK USAGE**

You agree that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by you on the Order Form. This usage shall be monitored and measured by YourNET Connection, Inc. Any bandwidth or disk usage in excess of the agreed upon number of megabytes per month may result in corrective action by YourNET Connection, Inc. in its sole discretion, including assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement. In the event that YourNET Connection, Inc. elects to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

### **E-COMMERCE**

You will be solely responsible for the development, operation and maintenance of your online store and products and all contents and materials appearing online or on your products, including without limitation (a) the accuracy and appropriateness of content and materials appearing within the store or related to your products, (b) ensuring that the content and materials appearing within the store or related to your products do not violate or infringe upon the rights of any third party, and (c) ensuring that the content and materials appearing within the store or related to your products are not libelous or otherwise illegal. You will be solely responsible for the final calculation and application of shipping and sales tax. You will also be solely responsible for accepting, processing, and filling any customer orders, and for handling any customer inquiries or complaints arising there from.

You are also responsible for the security of any customer credit card numbers and related customer information you may access as a result of conducting electronic commerce transactions through your Web Site. You will keep all such information confidential and will use the same degree of care and security as you use with your confidential information.

### **DISCLAIMER OF WARRANTY**

You acknowledge and agree that YourNET Connection, Inc. exercises no control over, and accepts no responsibility for, the content of the information passing through YourNET Connection, Inc.'s host computers, network hubs and points of presence (the "YourNET Connection, Inc., Network") or the Internet. NEITHER YOURNET CONNECTION, INC., ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRDPARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS NOR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT YOURNET CONNECTION, INC., PROVIDES. NEITHER YOURNET CONNECTION, INC., ITS EMPLOYEES, AFFILIATES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICED OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. YOURNET CONNECTION, INC. IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM YOU OR

STORED BY YOU OR ANY OF YOUR CUSTOMERS VIA THE SERVICE(S) PROVIDED BY YOURNET CONNECTION, INC.

#### **INDEMNIFICATION**

You will indemnify, defend and hold harmless YourNET Connection, Inc. and its employees, officers, directors and agents (collectively "indemnified parties") from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable attorneys' fees) threatened, asserted, or filed by a third party against any of the indemnified parties arising out of or relating to the use of the Services, including any violation of the YourNET Connection, Inc. Acceptable Use Policy.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL YOURNET CONNECTION, INC., OR ITS EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF YOURNET CONNECTION, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will YourNET Connection, Inc.'s liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by you for the Service which gave rise to such damages, losses and causes of actions during the 12-month period prior to the date the damage or loss occurred or the cause of action arose.

#### **FORCE MAJEURE**

YourNET Connection, Inc. shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in tele-communications or third party services (including DNS propagation), failure of third party software or hardware and inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

#### **GOVERNING LAW**

The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles.

#### **AMENDMENT; WAIVER**

Except as otherwise provided herein, this Agreement may not be amended except upon the written consent of you and YourNET Connection, Inc. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The

waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

#### **ASSIGNMENT; SEVERABILITY**

This Agreement shall be binding upon and inure to the benefit of you, YourNET Connection, Inc., and our respective successors, and assigns. You may not assign this Agreement without the prior written consent of YourNET Connection, Inc. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

#### **ENTIRE AGREEMENT**

This Agreement, together with any other document or agreements specifically identified in this Agreement, represents the entire agreement between the parties, and supercedes all previous representations, understandings or agreements.

#### **ACCEPTANCE OF SERVICES**

ACCEPTANCE OF THIS AGREEMENT BY YOURNET CONNECTION, INC. MAY BE SUBJECT, IN YOURNET CONNECTION, INC.'S ABSOLUTE DISCRETION, TO SATISFACTORY COMPLETION OF A CREDIT CHECK. ACTIVATION OF SERVICE SHALL INDICATE YOURNET CONNECTION'S ACCEPTANCE OF THIS AGREEMENT. USE OF THE YOURNET CONNECTION, INC. NETWORK CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY AND RIGHT TO ENTER INTO THIS AGREEMENT AND THAT THERE ARE NO CONFLICTING CLAIMS RELATING TO THE RIGHTS GRANTED BY THIS AGREEMENT. YOU FURTHER REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

#### **CANCELLATION POLICY**

If you cancel your Service Agreement prior to the end of the term specified in your Order Form, YourNET Connection, Inc. shall not refund to you any fees paid in advance of such cancellation. You will be required to pay 100% of YourNET Connection, Inc.'s standard monthly charge for each month remaining in the term. For security, all cancellation requests must be made by the primary contact person on the account who must provide sufficient customer identification information. Any cancellation request shall be effective upon receipt, unless another date is specified in such cancellation request. A cancellation by YourNET Connection, Inc. or by you shall, not relieve you of any obligations to pay fees accrued prior to such cancellation.

#### **THIRTY DAY GUARANTEE**

You may try out YourNET Connection, Inc. Service(s) risk free for thirty (30) days, excluding domain name registration services. If you are not completely satisfied, you may cancel your account within thirty (30) days of the submission of your Order Form and receive a full refund of any Service charges, excluding set-up and domain name registration fees, YourNET Connection, Inc. has collected in advance and you shall be under no further obligations. For security, all cancellation requests must be by the primary contact person on the account who shall provide sufficient customer identification information. Any cancellation request shall be effective upon receipt.