

User Agreement for Syncnet, Inc. Web Hosting Customers

As a Syncnet, Inc. subscriber, you (hereafter collectively referred to as "you") must agree to the terms and conditions of this Service Agreement ("Agreement"). If you choose not agree to all or any of the following terms and conditions after reading this agreement in full, you will need to cancel your account.

1. YOU AGREE TO USE ALL SERVICES AT YOUR OWN RISK. ALL SERVICES ARE PROVIDED AS IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND UNLESS REQUIRED BY APPLICABLE LAW. THE COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOSS, LOSS OF DATA, OR OTHER DAMAGE, INCLUDING BUT NOT LIMITED TO SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. THIS INCLUDES LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, WRONG DELIVERIES, AND ANY AND ALL SERVICES INTERRUPTIONS CAUSED BY THE COMPANY PARTIES OR YOUR ERRORS OR OMISSIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE AND RELEASE ALL CLAIMS AND CAUSES OF ACTION ACCRUED AT ANY TIME AND WHETHER KNOWN OR UNKNOWN, AGAINST THE COMPANY AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS AND ASSIGNS (THE "COMPANY PARTIES") FOR ANY AND ALL LOSS AND DAMAGE CAUSED IN WHOLE OR PART BY THE COMPANY PARTIES AND/OR YOUR USE OF THE SERVICES. IF THIS WAIVER AND RELEASE IS NOT GIVEN FULL EFFECT, THEN THE TOTAL AMOUNT OF ANY LIABILITY OF THE COMPANY PARTIES, INCLUDING ALL ATTORNEY'S FEES AND COSTS, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY YOU FOR THE SERVICES (EXCLUDING AMOUNTS PAID FOR OTHER GOODS OR SERVICES PROVIDED BY THE COMPANY OR ITS AFFILIATES) FOR THE ONE MONTH PRECEDING THE COMPANY'S RECEIPT OF WRITTEN NOTICE OF YOUR CLAIM.

You agree to protect and indemnify the Company against any and all liability, loss or expense arising from claims of libel, unfair competition, unfair trademarks, trade names or patents, violations of rights of privacy and infringement of copyrights and property rights resulting from your use of the access and other services provided by the Company.

2. You agree that your username and password are your responsibility and should not be disclosed to any third party because the third party could cause damage or harm to your website and possibly the webserver.
3. You acknowledge that the registration of a domain name confers no legal right (including any trademark right) to that name, as set forth in ICANN regulations or similar regulations. Any domain name associated with a closed account for which no alternative name service has been arranged will be unregistered.
4. The Company reserves the right to change its rates and otherwise modify the terms and conditions of this Agreement at any time by notifying you 30 days in advance of the effective date of such changes. In the event that you wish to terminate your account due to a price increase, you, the customer, will have 10 days from the date of notification of the effective increase to either e-mail, mail or fax the Company a written request to terminate services. Otherwise, the existing service will be billed at the new rate. This Agreement hereby supercedes all previous representations, understanding, or agreements, written or oral, by or between you and the Company, and shall prevail notwithstanding any variance with terms and conditions of any and all orders submitted.

5. The Company reserves the right to take whatever actions we deem appropriate to enforce these policies. The Company also reserves the right to change these policies without prior notice at any time. The actions the Company takes may include account suspension or termination. The Company does not issue any credits for accounts cancelled due to policy violations. The Company reserves the right to refuse service to anyone at anytime for any reason.
6. You understand that the services provided by the Company may be interrupted for several reasons. These include, but are not limited to, malfunctions, maintenance and improvement, hackers or as required to protect network resources in the event of malfunctions or misuse. You understand that it may not be possible for you to receive advance notification of any such interruption of service. The Company shall not be liable for any delay in or failure to perform the services caused by circumstances beyond its control such as those occasioned by other companies or organizations, acts of God or other causes, or which it could not have reasonably foreseen or any other cause, which similarly impedes the providing of service.
7. You agree that this service is governed by the Laws of the State of Utah in which the Company resides. You agree that the County of in which the Company is located shall be the forum for any legal action relating to the services provided.
8. Any Internet activity, which references back to the Company or its services in a damaging manner, will result in suspension or termination of account(s). Illegal Internet activity using or referencing to the Company or an account or services provided by the Company will result in immediate termination, possible prosecution, and assessment of legal fees accrued.
9. Use of the Company's services and the access of your Internet account by you as a company and/or an individual constitutes acceptance of this Agreement in full. This Agreement is effective when you first use the Company's services, including but not limited to Web hosting on the Internet, and continues until service terminated by either party. If this Agreement is terminated by either party, you are still responsible for any charges on your account.
10. There is no discount for the Company to forward your email or website, if you choose to terminate your account with the Company. For this reason, it is recommended that you continue your account with the Company for as long as necessary for forwarding purposes. As long as the Company forwards your email or website, you will need to continue your account with the Company.
11. The Company bills for most services in advance. Purchasers of the Company's services agree to be bound by the Uniform Consumer Credit Code of the State in which the Company resides. A service charge of 1 1/2% per month will be charged on all past due amounts. If your account is referred to collection, purchaser agrees to pay any collection costs incurred including reasonable attorney's fees, filing fees and court costs.
12. Billing statements will be sent via e-mail. If you wish to have your billing statement sent to you via U.S. mail, you will be assessed a \$5.00 fee for each bill sent to you.
13. All credit cards will be charged automatically for each billing period. If you dispute a valid credit card charge levied by the Company, your account with the Company will be disabled and you will be charged a \$40.00 service fee.
14. The use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 25 or more recipients where such e-mail has not been specifically requested by the

recipient. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the Company. If you violate this spamming policy, you will be assessed the following fines and penalties, which you hereby agree to pay:

1. First offense: \$100.00
2. Second offense: \$500.00
3. Third offense: \$500.00 and automatic termination of your account.

15. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, you shall be held liable for any and all costs incurred by the Company as a result of your violation of any terms and conditions of this Agreement. This includes, but is not limited to, attorneys' fees and costs resulting from Postmaster responses to complaints from and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations. The Company's current hourly rate for Postmaster responses to complaints and cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings and/or news server violations is US \$100 per hour, with a minimum one (1) hour charge, plus US \$1 for each bulk-email or Usenet message sent, plus US \$1 per complaint received. These rates are subject to change at any time without notification.

16. As used in this Customer Use Agreement, the term the "Company" refers to Syncnet, Inc., a Utah corporation.

I have read the User Agreement for Syncnet, Inc. Web Hosting Customers and agree to its terms and conditions. I authorize the use of billing the credit card listed on the Web Hosting Signup form for the monthly hosting costs

Authorized CardHolders Name (please print)

Date

Authorized CardHolders Signature