

Cornerstone Merchant Services, Inc.

An ISO of iPayment Inc., a registered MSO of JPMorgan Chase Bank

Included in this document is:
Web Services Client Contractual Agreement
Terms of Service Agreement
Billing Procedure Agreement
Privacy Policy

Policy(s) Effective Jan 1, 2004 Version 11.0.0
A Total of Seven Pages in Length

1) Introduction

I understand and agree that, subject to the terms and conditions of this Agreement, and the policies referenced herein, CMS Inc. shall provide me (the Subscriber) with certain Internet access and/or web site hosting services (the Network). By accessing the Internet through the CMS Inc. Network, I understand that I, and/or any person using my login identification (Authorized Users) explicitly and implicitly accept the terms and conditions contained in this Internet Access Agreement (the Agreement) and I agree to be bound thereby. I UNDERSTAND THAT CMS Inc. RESERVES THE RIGHT TO TERMINATE THIS ACCOUNT AT ANY TIME, FOR ANY REASON.

2) Provision of Services/Access

I understand and agree that I am fully responsible for the use of the Network by me or by anyone whom I permit to use my account, and that CMS Inc. reserves the right to terminate my account at any time, for any reason. CMS Inc. will provide me and my authorized users analog or digital access to the Internet, depending upon the rate plan selected, subject to conditions generally beyond the control of CMS Inc., including, but not limited to, the type and condition of the equipment (personal computer, modem, etc.) I have. I understand that simultaneous, multiple logins under the same login identification are not allowed. I understand that the Network may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of Network, as well as conditions of the Internet beyond CMS Inc.'s control.

3) My Obligations

- a) I understand that I am responsible for determining whether a CMS Inc. phone number is within my local calling area, and for any long distance charges I may incur in connecting to CMS Inc..
- b) I understand that I may cancel my account at any time, but that I am responsible for the entire monthly charge in the month in which I cancel, in addition to any additional usage charges accrued through the day I cancel, in addition, I may incur total contractual obligations and penalties as specified in my individual order/contract, and such amounts are due and payable at time of cancellation.
- c) I understand that CMS Inc. may change its prices from time to time, and that I will be provided with at least 15 days written or electronic mail notice of any such changes.
- d) I understand that I can not use or permit other users to use the Network in ways:
 - i) that are unlawful; or
 - ii) infringe the rights of others; or
 - iii) interfere with users of CMS Inc.'s Network or other networks; or
 - iv) infringe upon the copyrights, trademarks or other intellectual property rights of others; or
 - v) otherwise violate the policies referenced in this Agreement.
- f) I understand that I must comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Network (i.e., data encryption software).

4) Security

I understand that the information available through CMS Inc.'s Network or other interconnecting networks may not be accurate, including the content displayed on my PC's desktop. I understand that some of the information available through CMS Inc. Access's Network or other interconnecting networks may be intended for adult audiences. I understand that internet communications are not secure, and may be subject to interception or loss. I understand that CMS Inc. makes no warranties of any kind, whether expressed, implied, or statutory concerning either the security of data and/or information or its accuracy available through the CMS Inc. Network, or other interconnecting networks.

5) Term and Termination

I agree that this Agreement becomes effective upon registration of my login identification name and shall remain in effect for the period indicated in the rate plan selected or until terminated as provided in this Agreement. I further acknowledge that this Agreement shall continue in effect for consecutive additional terms following the Initial Term until either Party gives the other party written notice or other notice of termination at least thirty (30) calendar days prior to the expiration of the then-current term. I understand that CMS Inc. reserves the right to terminate my account at any time, for any reason, including, but not limited to, my failure to abide by the terms of this agreement or my failure to pay any fees or charges when due. If my account is deactivated, I understand that I may be required to pay reactivation charges and a prepaid deposit in order to reactivate my account. If my account remains inactive for a period exceeding thirty (30) days consecutively, I understand my account may be deleted. If my deleted account includes content stored on CMS Inc.'s servers, anything stored therein will also be deleted. I understand that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for CMS Inc., and would likely be a cause for termination of my account. I agree to abide at all times by CMS Inc.'s then-current Usage Policies.

6) Pricing/Payments/Credits

If I have given my credit card number and/or banking account information to CMS Inc., I understand that charges will be automatically billed to my credit card and/or banking account each month for the basic service fee and any additional usage fees. I expressly authorize this automatic billing by CMS Inc.. I understand that CMS Inc.'s monthly billing cycle runs from the date of registration to the same date the following month. I agree and understand that I will be billed for the next month's basic service fee on the anniversary date each month, and that invoice will reflect the next month's basic service along with additional usage fees, if any, from the previous month. I agree that all charges are considered valid unless disputed in writing within thirty days of invoice date. I understand and agree that CMS Inc. shall not be responsible for any charges or expenses that I may incur resulting from overdrawing my bank account or exceeding my credit card limit as a result of an automatic charge generated by CMS Inc. pursuant to this authority. I understand there shall be no credits, reductions, or setoffs against the charges for service for downtime or interruption of Service. I understand there will be no prorating for Service in either the first or last months of Service.

7) Disclaimer And Limitation Of Liability

I understand that the use of my CMS Inc. account, and any data or information accessed using that account, will be completely at my own risk. I understand that the cumulative liability of CMS Inc. for any and all claims relating to the services provided by CMS Inc., in contract, tort, or otherwise, shall not exceed that total amount of the basic service fees paid to CMS Inc. for services within the preceding twelve months. I agree that CMS Inc. shall have no liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.

CMS Inc. SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION, NOR SHALL CMS Inc. BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S OR ITS AUTHORIZED USERS' EQUIPMENT. SUBSCRIBER HEREBY RELEASES CMS Inc. FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE NETWORK. CMS Inc.'s PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. CMS Inc. SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR ITS USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL CMS Inc. BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, OR SIMILAR LOSS. THE LIABILITY OF CMS Inc. FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR

IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THAT TOTAL AMOUNT OF THE BASIC SERVICE FEES PAID TO CMS Inc. FOR SERVICES WITHIN THE PRECEDING TWELVE MONTHS. CMS Inc. MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE NETWORK, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

8) Law And Jurisdiction

I understand and agree the laws of the State of Nevada govern this Agreement and my CMS Inc. account. I expressly agree that exclusive jurisdiction for any claim or dispute with CMS Inc. or relating in any way to my account or my use of CMS Inc. resides in the courts of Nevada. I further agree and expressly consent to the exercise of personal jurisdiction in the courts of Nevada in connection with any such dispute, including any claim involving CMS Inc. or its affiliates, subsidiaries, employees, contractors, officers, or directors.

9) Indemnity

I agree to defend, indemnify and hold CMS Inc. and its affiliates harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from, any violation of this agreement by me or those who access the Network through my account, or the use of the Network or the Internet whether or not I have knowledge of or have authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement, or other tortious behavior. I agree to indemnify CMS Inc. along with any parties from whom CMS Inc. obtains network services, and to hold them harmless from any claims resulting from the use of the Network by me or any authorized users that damage another party or that violate the law.

10) Complete Agreement/Amendments

This agreement, when read in conjunction with the then-current published CMS Inc. Usage Policies (incorporated herein by reference as if fully set out) represents the complete agreement between CMS Inc., Inc. and myself with respect to the subject matter of this Agreement, and supersedes any other written or oral agreement. I understand and agree that CMS Inc. may amend or modify this agreement and/or the CMS Inc. Usage Policies, or impose new conditions at any time. Any use of CMS Inc.'s Network subsequent to any changes or amendments shall be deemed to constitute acceptance by me of the then-current service agreement (including any amendments, modifications or new conditions) as published and made available via a link on the CMS Inc. Access home page.

11) CMS Inc. Dial-Up Disconnect Policy

CMS Inc. reserves the right to disconnect a dial-up account after 15 minutes of inactivity, as detected by CMS Inc. through electronic means. This time is approximate and subject to change without notice in CMS Inc.'s sole discretion. Electronic or mechanical means to avoid an inactivity disconnect are strictly prohibited. Electronic or mechanical means include, but are not limited to, "pinging" the mail server, employing electronic or software AutoDial features to maintain an active connection or repeatedly checking for e-mail by ~~autologin to the mail server~~. CMS Inc. reserves the right to electronically audit connections to enforce the above requirements.

CMS Inc. reserves the right to disconnect a dial-up account after 4 hours of continuous connect time. This time is approximate and subject to change without notice in CMS Inc.'s sole discretion. CMS Inc. reserves the right to electronically audit connections to enforce the above requirements.

12) Acceptable Use Policy

Acceptable Use Policy

Intent and Scope:

The purpose of this Acceptable Use Policy (AUP) is to inform our customers of our expectations regarding their use of the Internet through the CMS Inc. Network. It is binding on all resellers and end-users of the CMS Inc. Network. This policy should be read in conjunction with the CMS Inc. Internet Access Agreement, and all other published CMS Inc. policies. Notice Any Violation(s) of This Acceptable Use Policy Will Result In Immediate Suspension or Termination of Your Account.

12A) Illegal Use of CMS Inc. Network:

CMS Inc. neither censors nor precludes any content passing through its network. However, CMS Inc. will not allow any user to use the CMS Inc. Network in a manner that is illegal, or infringes on the rights of others. CMS Inc. will cooperate with legal authorities in the investigation of any suspected criminal or civil infringements.

The following are examples of unacceptable use:

12B) Fraud:

Fraud is making a knowing misrepresentation or misleading statement, writing or activity with the intent that the person receiving it will act upon it.

12C) Child Pornography:

[18 U.S.C. § 2256] defines child pornography as any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where (A) the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct; (B) such visual depiction is, or appears to be, of a minor engaging in sexually explicit conduct; (C) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (D) such visual depiction is advertised, promoted, presented, described, or distributed in such a manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct.

Such visual depictions are illegal to possess, produce, receive, transport or distribute by any means, including computer.

Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Rights:

The Digital Millennium Copyright Act [17 U.S.C. § 512(c)] sets forth our responsibilities and duties as an ISP. The act requires us to take down any content on our servers that is properly alleged to be a copyright infringement, and we can only restore the content upon receipt of proper counter-notice. To notify us of a suspected infringement please contact our Infringement Notification Department.

12D) Illegal Software Exportation:

All users must comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the CMS Inc. Network (i.e., data encryption software). This list is representative of prohibited activities and is not all inclusive.

12E) Network Resource Usage:

CMS Inc. will not tolerate any conduct that constitutes invasions of privacy, or otherwise compromises the security of our users, our Network or its resources. Such acts include, but are not limited to:

12F) Hacking/Violation of Privacy/Unauthorized Use:

attempting to access the accounts of others; penetrating or attempting to penetrate security measures of other computer systems, whether or not the intrusion results in corruption or loss of data; actual or attempted unauthorized entry and/or use of another CMS Inc.'s and/or individual's computer system.

This list is representative of prohibited activities and is not all inclusive of future violations. Any of the above acts, or similar acts will result in immediate termination of your service.

12G) Abusive E-mail:

E-mailing in bulk, whether solicited or unsolicited, is prohibited. Sending unsolicited commercial E-mail (UCE) to multiple recipients, or any other activities that negatively impacts our mail system's performance will not be tolerated. Examples of prohibited behavior include:

Posting of messages to newsgroups that is irrelevant or blanket posting/cross-posting of messages to multiple newsgroups;

Malicious impediments to another person's use of electronic mail services or news media (e.g. Mail Bombing);

Forging any message header, in part or whole, originating or passing through the CMS Inc. Network; Ponzi Schemes, Chain letters, or Pyramid Schemes;

12H) Network Resource Abuse:

The following are prohibited: Intentional distributions of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/or computer systems; Use of software or any device that would facilitate a continued connection with the CMS Inc. Network, including, but not limited to pinging.

This list is representative of prohibited activities and is not all inclusive of future violations. CMS Inc. has a zero-tolerance for E-mail and Network resource violations. Violators' accounts will be promptly terminated without notice with NO refunds due and balance of contractual obligations of client still valid and owed to CMS Inc..

12I) Third Party Liability:

All CMS Inc. subscribers and any third parties using their CMS Inc. access account are responsible and accountable for any activity that violates this Acceptable Use Policy.

This list is representative of prohibited activities and is not all inclusive of future violations.

Disclaimer:

CMS Inc. does not assume liability for our subscribers' violation(s) of this policy. CMS Inc. reserves the right to make changes to this policy without prior notification to subscribers.

13) Email/Spam Policy

NOTICE

failed to pay. CMS Inc. may reinstate Customer's Registered Name registration at CMS Inc.'s sole discretion, and will reinstate such following CMS Inc.'s receipt of payment in full from Customer (unless CMS Inc. has already sold the Registered Name registration to a third party, under the above provisions of this Agreement).

22. **BREACH AND REVOCATION:** In the event that CMS Inc. may at any time believe that the Service is being utilized for unlawful purposes by Customer, or in contravention of the terms and provisions of this Agreement, CMS Inc. may unilaterally and immediately discontinue such Service to Customer without liability. Without limitation, this provision will include adult content matters, unsolicited bulk emailings, and failure to pay in accordance with the CMS Inc. BP.

23. **SECURITY INTEREST IN CUSTOMER'S DATA AND REGISTERED NAME (DOMAIN NAME) REGISTRATION RIGHTS:** Customer agrees that CMS Inc. and/or its subsidiaries shall have a security interest in Customer's data and in Customer's Registered Name registration, and shall have the right in CMS Inc.'s sole discretion to suspend, cancel, transfer, or modify Customer's Web hosting account and Registered Name registration in the event that Customer fails to pay or otherwise breaches this Agreement. Customer understands and acknowledges that by placing Customer's Registered Name and Customer's information on CMS Inc.'s servers, Customer has granted CMS Inc. and its subsidiaries a security interest in Customer's Registered Name registration and customer's data. Customer acknowledges and agrees that Customer's Registered Name is subject to suspension, cancellation, or transfer by any ICANN procedure, by any Registrar or Registry Operator procedures approved under an ICANN-adopted policy, or by any other TLD Registry Operator procedures as the case may be, for the resolution of disputes concerning the Registered Name. Customer further agrees and acknowledges that CMS Inc. owns all databases, compilations, collections, and similar rights, titles, and/or interests worldwide in the Web hosting and Registered Name databases generated by information relating to CMS Inc. and CMS Inc. subsidiary customers, and all information and derivative works generated from the Web hosting and Registered Name databases to include but not limited to:

23a. the original creation date of the Registered Name registration;

23b. the expiration date of the Registered Name registration;

23c. the name, postal address, e-mail address (which CMS Inc. may alias for purposes of transfers), voice telephone number, and where available, fax number(s) of the technical contact, administrative contact, zone contact, and billing contact for the Registered Name registration;

23d. any remarks concerning the Registered Name that appear or should appear in the WHOIS or similar database;

e. any other information ECX-NV generates or obtains in connection with the provision of Registered Name registration and/or Web hosting services.

24. **DEFAULT; ACCELERATION; AND WAIVER OF NOTICE:** Should Customer fail to pay Customer's bill as required by this Agreement, or should Customer otherwise breach this Agreement, ECX-NV may declare Customer in default and require Customer to pay the entire debt immediately and without prior notice. Further, in the event of default, ECX-NV may act, in its sole discretion, as Customer's Attorney-in-Fact to execute actions or proceedings in connection with this Agreement, including, but not limited to, selling or otherwise disclosing Customer data and/or the Registered Name registration.

25. **INDEMNIFICATION:** Customer shall indemnify and hold harmless CMS Inc. from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs, and expenses that may be initiated against CMS Inc. and CMS Inc.'s officers, directors, and employees for any Service provided to Customer by ECX-NV, to include Web space content that violates any copyright, trademark, or service mark; any proprietary right of any person or entity; any state and/or federal laws or regulations; or contains any defamatory matter.

26. **CHANGES IN TERMS OF AGREEMENT:** CMS Inc. reserves the right to make changes to the terms and conditions of this Agreement at any time, and to the on-line application/order form, to include pricing of the Services, advising of the change and the effective date thereof by publishing it to the appropriate CMS Inc. Web site, but with changes in fees being effective only at the end of any period for which Customer has prepaid. Utilization of the Service(s) by Customer following the effective date of such change(s) shall constitute acceptance by Customer of such change(s). Customer is solely responsible for staying informed with respect to changes in this Agreement, to include the application/order form, the AUP, and the BP, all of which are published on-line, as indicated above, and are readily available for public viewing.

27. **ENTIRE AGREEMENT AND UNDERSTANDING:** This instrument --- together with the application/order form for Web space and Services, CMS Inc.'s AUP, and ECX-NV's BP, all of which are published on CMS Inc.'s Web site and are incorporated herein by reference --- constitutes the entire Agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement.

28. **RELATIONSHIP:** The parties hereto are independent entities. Nothing in this Agreement shall be construed to constitute Customer an agent, employee, partner, independent contractor, joint venturer, or any other similar entity.

29. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Nevada in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, or other matters arising out of the Services provided herein and under this Agreement will only lie in Cumberland County, Nevada. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement and Services provided herein, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees.

30. **SEVERABILITY:** In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

31. **INTERPRETATION:** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party.

32. Customer understands that Customer has already affirmatively selected one of the published service plan/payment options on the CMS Inc. application/order form, which is incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting its ability to enter into this Agreement for the person or entity herein named as a party hereto. By filling out the online application/order form directly, using a dial-up IP address captured and logged by CMS Inc. (or by placing a recorded telephonic order with an CMS Inc. representative from a valid telephone number which is logged by a PBX system), and/or by clicking on "Accept" below, Customer agrees to all the terms and conditions of this Agreement.

Billing Procedures

33. Billing Notification

CMS Inc. uses a state-of-the-art real time billing system. You may go to your billing interface to review invoices, statements, payments, and manage your account. You may also configure the interface to email you your invoices and statements to you as they post to your account.

34. Updating Your Account Information

You must inform CMS Inc. of any changes to your customer information by US Mail, Fax, or Phone. E-Mail may be used, but should be confirmed by telephone. This includes addresses, phone numbers, contact names, and most importantly your email address. All notices from CMS Inc. are sent via email, fax, or US Mail. It is essential that you periodically review and update your account information. Disruptions in service could occur if your account information is not kept current.

35. Collection Procedures

If your account becomes overdue after the due date on the invoice the following will occur: you will receive a reminder via email, phone or US Mail that have not received your payment and you will experience an interruption in service (FTP and other services) if payment is not received within 3 days of your past due date. Your account will then be turned over to our collection department and a reinstatement fee of \$75 will be accessed to your account. If you experience an interruption in service due to nonpayment, you may contact collections at: 702-562-8131 Ext 329. Late fees of \$50 each month until paid for each outstanding bill may be assessed at our sole discretion.

If you fail to pay for services rendered, when your account becomes more than 60 days past due, we will remove your data from our servers and your delinquency will be reported to the credit bureau. If we pursue any legal remedy and obtain judgment against you, we will enforce that judgment. If you pay and we receive notice of returned payment for any reason to include insufficient funds, charge back, dispute, retrival and/or fraud, we will charge you any associated collection costs to include attorney and collection fees. A minimum fee of \$50.00 is charged for every occurrence.

36. If You Pay by Credit Card

If you pay by credit card, your credit card will be charged at the time of setup for new services. For the recurring amount due for existing services on your account, your credit card will be charged on or about the same day of every month. Please ensure that we have updated credit card information at all times. If your credit card is declined, your service will be suspended. CMS Inc. will attempt to provide an email, phone, or US Mail notice that your credit card has been declined and that your account is Past Due, however if your account is deactivated for a balance due, you will be subject to a \$75 reactivation fee. You must submit payment to re-establish your service.

If you initiate a chargeback through your credit card CMS Inc. for any reason, CMS Inc. may at its own discretion immediately suspend your service. To reestablish your service, CMS Inc. may require you to provide a secure form of payment, which, at ECX-NV's own discretion, may include a signed and notarized statement that you authorize ECX-NV, Inc. to charge your credit card for the appropriate amount. This amount will include a \$75 reactivation fee.

37. If You Pay by Direct Debit from your Bank Account

ONE TIME PAYMENTS

If you pay by direct debit from their bank account, you must complete our secure debit information form. When using this form you must VOID the check you are using for the direct debit and retain it for your records. You must then fax the voided check to 702-562-8133. Please allow up to 48 hours to process your payment. If your payment is returned, your account will be deactivated immediately and you will be charged a \$50 processing fee.

RECURRING PAYMENTS

If you wish to pay by ACH withdrawal from your bank account, you must complete our secure ACH information form located in your customer service log in screen. For your protection, we must possess the original documentation to ACH withdraw funds from your account. Please mail in the voided check with your agreement form to ECX-NV. We require a unique check number for each transaction. We typically require a block of 12 check numbers (or annually) to debit your account.

If You Pay by Personal or CMS Inc. Check

If you pay by personal or CMS Inc. check, you will be invoiced at the time of setup for new services, however these services will not be provisioned until we receive your payment. For the recurring amount due for existing services on your account, you will be invoiced on or about the first day of every month. Your payment is considered late after 15 days and your service will be suspended. Please ensure that we have your most recent contact information at all times. CMS Inc. will attempt to provide an email, phone, or US Mail notice that your account is past due, however if your account is suspended for a balance due, you will be subject to a \$50 reactivation fee. You must submit a secure form of payment to reestablish your service.

38. Disk Usage, Data Transfer

We do not typically monitor or measure disk usage. However, this is within reason, meaning one customer for \$10 a month can not utilize a \$3000 a month leased server. Generally speaking our policies limit our exposure to disk usage by preventing uses which would abuse this. Therefore, in general we will take notice of a site only when it takes too much room and starts to effect server functions, such as backing up, other customer performance levels are decreased. At such a time we ask you to remove some of your files, we may at our sole discretion examine your files for abuses and delete anything we feel is not in compliance with our policies, and we may at anytime terminate services to any user. Generally, a typical retailer, such is our focus client group, will never be effected by this policy. The intent is simple, we must protect ourselves and our other clients from abuses of our generous policy. Should we choose to measure your services we will charge \$1 per MB for every MB over 100 MB in disk space and \$5 for every gig of transfer over 5 gigs of transfer. Only a handful of customers EVER exceed CMS Inc.'s generous data allocations.

39. Billing Cycle

CMS Inc. offers a monthly billing cycle to all customers for most plans. Whether your billing cycle is quarterly, semi-annually, or annually your bill will recur on the same day you signed up each month. IF YOU DO NOT CANCEL IN WRITING WITH 30 DAYS NOTICE PRIOR TO EXPIRATION DATE OF YOUR SERVICES YOU WILL AUTOMATICALLY RENEW.

40. Upgrade Policy

You may upgrade a contract at anytime. You may not downgrade a contract for the duration of the contract without paying the difference.

41. Late Fee

In the event that your account is deactivated due to nonpayment, please review your account online for the overdue amount. Your payment must include the \$50.00 late fee for your account(s) to be reactivated. You may fax credit card information to CMS Inc. by completing and printing the reactivation form or you may send us a money order via your preferred overnight courier.

42. Canceling Your Account

In the interest of security, CMS Inc. can NOT and will NOT close an account by e-mail or telephone, you must send a signed and dated 30 days written notice by Fax to 702-880-8119 or by Mail to: CMS Inc., 6600 W. Charleston Ste 121, Las Vegas NV 89146. To properly close your hosting account, your bill must be settled in full at the time of notice. Please allow 30 days before billing to your account stops. If proper payment or notice is not received we will not agree to close your account and further charges will accrue.

43. Thanks for choosing us,

This Acceptable Use Policy specifies certain actions prohibited by CMS Inc. for users of the CMS Inc. Network. CMS Inc. reserves the right to modify this Policy at any time to stay in compliance with any laws, regulations and security requirements. By using ECX-NV services, any customer, employee or third party unconditionally accepts the terms of this policy.

44. ILLEGAL USE

The ECX-NV Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming to or from any unauthorized network or system is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization; government and military data protected by law and national security; university and academic data protected by public policy; and material that, in ECX-NV's sole discretion, is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Any violation of the above which compromises the integrity of the ECX-NV Network or any other network is strictly prohibited.

45. NETWORK AND MACHINE RESOURCES

ECX-NV reserves the right to monitor and allocate network and machine resources. IP addresses are allocated per server and according to virtual server specifications. Cgi resources are allocated one per domain (a virtual host is required for each cgi-bin and is considered a virtual host). ECX-NV in its sole discretion and upon reasonable notice to customer reserves the right to discontinue any hosting account and/or any script which causes excessive server load and/or uses excessive server and network resources.

To protect Internet, network, and machine resources on behalf of the entire ECX-NV customer base, no individual customer may do the following:

1. Resell or give away web space under a domain name, or create "sub-domain" web sites on behalf of other companies, groups, or individuals (Customers interested in reselling ECX-NV's web hosting services should utilize the ECX-NV Reseller Program.);
2. Use their web site to store web pages, files, or data for other IP addresses or domain names, or as a repository for files, data, or "Warez group" download transfer;
3. Use their web site for data transfer from any database server, or for streaming audio and/or video downloads; or use their web site as a storage area for files that are not linked to the customer's web pages hosted on the same web site on ECX-NV's servers;
4. Offer adult content, mp3 downloads, or software downloads; or
6. Utilize CGI/PERL chat, JAVA chat, or any other chat scripts in a manner that adversely affects the operations or performance of other ECX-NV customers, or of the ECX-NV system or network. The adverse effect of such use shall be determined by ECX-NV in its sole discretion.

ECX-NV may immediately suspend service without prior notice to any web site that violates these rules. In the event of any dispute regarding these rules, ECX-NV may determine violations of these rules in its sole discretion.

Customers utilizing bandwidth in excess of plan limitations, or in violation of these rules, will owe ECX-NV compensation therefor at the applicable rate for excess bandwidth.

46. SYSTEM AND NETWORK SECURITY

Violations of system or network security are prohibited, and may result in criminal and civil liability. ECX-NV will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected. ECX-NV respects the privacy of customer data and vigilantly protects that data and ALL customers who host with ECX-NV. If any violation of the law or this AUP is suspected, ECX-NV reserves the right to investigate. Use of the ECX-NV network constitutes consent to monitoring. Examples of unlawful acts, system, or network security violations include, without limitation, the following: Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks. Unauthorized access to any data, system, or network from an unauthorized system or network for any purpose which is not lawful or which is intended to do harm. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. Electronic forging of any kind to include but not limited to IP addresses, domains, business names, etc.

47. EMAIL

Sending unsolicited email messages, including, without limitation, unwanted advertising and informational announcements, is explicitly prohibited, whether sent in bulk or not, and whether commercial in nature or not. The use of ECX-NV resources to sell or enable the sale of "bulk" and/or "stealth" email software (to include so-called "spoo" software) is strictly forbidden. The use of ECX-NV resources to sell or enable the sale of software designed to "harvest" email addresses is also categorically prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site owner. Legitimate mailing lists and subscriber lists are acceptable. Otherwise, it is spam.

48. USENET

Posting the same messages to multiple newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is expressly prohibited.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF AN ECX-NV CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

For Example: If you are hosting a bulk email site on ECX-NV servers and you use another ISP to SPAM from in order to reference your ECX-NV site by IP address or domain name, you are violating ECX-NV policy and possibly the law. If you have been granted telnet access to ECX-NV servers, multiple telnet log-ons are strictly prohibited and you must come from a valid IP address. Forgery is against the law. Any type of denial of service attack from valid or invalid addresses is a violation of ECX-NV security policy and against the law. If you have been granted password privileges for FTP or telnet, sharing your password with an unauthorized user or third party is strictly prohibited. Complaints regarding Illegal Use or System or Network Security issues should be sent to network@ECX-NV.com. Complaints regarding email abuse should be sent to abuse@ECX-NV.com. Complaints regarding USENET abuse or SPAM should be sent to abuse@ECX-NV.com

49. COPYRIGHT INFRINGEMENT

The Digital Millennium Copyright Act provides limitations for service provider liability relating to material online with regard to information residing, at the discretion of the user, on a system or network that the service provider controls or operates. 17. U.S. 512(c). ECX-NV does not tolerate any pornographic material or spamming and both infringements will result in an investigation and possible termination and removal of the site and/or virtual server without a refund. ECX-NV prides itself as a responsible member of the Internet community and is committed to protecting the data of and providing quality service to all ECX-NV customers all of the time.

50. INTERACTION WITH ECX-NV STAFF

Any threat, vulgar and profane language directed at any ECX-NV staff member through phone or email may result in immediate termination of an account. Any violation of this policy by any employee, contractor or third party programmer of ECX-NV should be reported immediately. Bottom line is let's work together toward a mutually beneficial relationship and create a prosperous and responsible Internet community.

51. NOTICE TO FORMER CC EDWARDS CO CLIENTELE

Effective Aug 1, 2003, ECX-NV now services the former CC Edwards Co hosting clients. ECX-NV will from this day forward service the clientele of CC Edwards Company and will collect on all existing contracts and services in place. You will see the billing show up on your credit card as E-Commerce Exchange NV LLC (ECX-NV) and NO LONGER CC Edwards Co. ECX-NV will honor existing arrangements exactly as they are for a period of one year, at which time changes may or may not be instituted at our sole discretion.

52. ALL SALES ARE FINAL – NO REFUNDS – EXCHANGES ONLY

The nature of our business is such that, like video tapes and DVD's and music CD's, our products are easily copy able and stolen readily and/or they are consumed at the time of purchase, and therefore our only recourse is to replace defective or unacceptable products and services with functioning ones. A functioning product or service is not the same as your "desired" product or service. A web site is considered "functioning" if you can reach it via the Internet by any means, regardless of content. Pending domains on sign up do NOT exempt you or give you a free "look" period. We will bill pending domains in 31 days regardless if you pick a domain or not for the duration of your contract. All non-internet products sold are considered a wholesale purchase, and as such we do not warranty merchantability fitness. We do not cover satisfaction issues. Wholesale Products are warranted to arrive in new condition, and as such damage or defects will be covered within 10 days of receipt or 30 days from invoicing date, whichever ever is first, by calling our published sales line and having an RMA number issued. Failure to obtain RMA number within specified period will relive C.C. Edwards of all further obligations and remedies. Our liability ends at delivery to carrier. When you purchase a merchant terminal we are selling the software, virtual internet terminal, or hardware and NOT the merchant services. Your merchant account application still must undergo the normal underwriting policies of, iPayment Inc and/or JPMorgan Chase bank. We can not and will not be held responsible if you can not or will not obtain a merchant account. Declined applications due to the fault of the client are assessed a fee of \$200.00 and the balance of charges refunded to you or obligations waived related to the merchant account.

53. ALL PRODUCTS AND SERVICES SOLD SEPERATELY REGARDLESS OF HOW ORDERED

Client/Customer acknowledges that ECX-NV is engaged in selling many different products/services and client/customer may purchase multiple products/services at one time, and that such products/services are still independently delivered and sold, even when ordered/billed on same contract and the ECX-NV does not warranty the merchantability fitness for any given purpose, therefore, all products should consider being sold separately should any dispute arise about any other product/service. In other words, let's say you purchase 56k dial-up service and web hosting at the same time, but then you move and you find we don't have dial up service in your new town, you may consider wanting to drop the 56k dial up, but the web hosting is still valid since you can reach it from any ISP anywhere. This way you don't have to cancel both, since one of the two services still work for you.

Your order forms and applications are considered part of this contract and will indicate your obligations specifically.