



Terms of Service Note: All your users are bound by these terms of service.

ICONNECT Inc. ("ICONNECT Inc ") agrees to provide you ("User") with those services ("Service") set forth on the Application subject to User's compliance with the terms and conditions below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

Warranty Disclaimer

THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

ICONNECT Inc exercises no control whatsoever over the content of the information passing through ICONNECT Inc system. Use of any information obtained via ICONNECT Inc is at User's risk. Neither ICONNECT Inc nor any of its affiliates, its licensors, its contractors or their respective employees warrant that the Service will be uninterrupted or error free; nor does ICONNECT Inc make any warranty as to the results from use of the Service.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY ICONNECT Inc, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER ICONNECT Inc NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ICONNECT Inc ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT ICONNECT Inc IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT ICONNECT Inc 'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of ICONNECT Inc in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

Indemnification

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold ICONNECT Inc, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense including without limitation attorney's fees and cost of litigation) incurred or suffered by ICONNECT Inc, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall

promptly notify ICONNECT Inc in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and ICONNECT Inc shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

Age Limit

User represents to ICONNECT Inc that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

Sexually Explicit Materials

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. ICONNECT Inc has no control over and accepts no responsibility whatsoever for such materials.

Prohibited Uses

User may not:

restrict or inhibit any other user from using and enjoying the Internet;

post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

post on web space provided any sexually explicit materials or materials that may be offensive.

post or transmit any information or software, which contains a virus, cancelbot, trojan horse, worm or other harmful component;

post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;

send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");

allow users to run Mail list, Listserv or any form of auto-responds from User's account;

run or activate processes while User is not logged in;

violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity;

attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of User's connection, including the use of pingbots and other methods of avoiding timing disconnection (See section titled "LIMITATIONS OF DIAL-UP SERVICES"); or

violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

ICONNECT Inc has no obligation to monitor the Service. However, User agrees that ICONNECT Inc has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. ICONNECT Inc will not intentionally monitor or disclose any private E-mail message unless required by law. ICONNECT Inc reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. ICONNECT Inc reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of ICONNECT Inc following payment of a reconnection charge, to be determined by ICONNECT Inc in its sole and absolute discretion.

Messaging

User agrees to limit their use of the ICONNECT Inc service, specifically regarding the use of ICONNECT Inc 's electronic (email) services, to the following restrictions:

Unauthorized Use of Relay Servers

User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

Fraudulent Addressing

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the ICONNECT Inc service.

Fraudulent Content

User agrees to be held responsible for the distribution of fraudulent materials.

VIOLATION OF ANY OF THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES. FURTHERMORE, VIOLATION OF ANY OF THESE TERMS, RELATING TO THE TERMS DESCRIBED WITHIN THIS "MESSAGING" SECTION OF THIS DOCUMENT, WILL RESULT IN THE IMMEDIATE PENALTY OF \$200. ICONNECT Inc RESERVES THE RIGHT TO CHARGE USER'S CREDIT CARD, IF ON FILE FOR USE IN PAYMENT OF ICONNECT Inc SERVICES, A ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. IN THE EVENT USER PRE-PAYS FOR THEIR ICONNECT Inc SERVICE VIA CASH, CHECK, OR MEANS OTHER THAN CREDIT CARD, ICONNECT Inc RESERVES THE RIGHT TO INVOICE AND HOLD USER RESPONSIBLE FOR THE ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. USER ALSO AGREES TO THE IMMEDIATE TERMINATION OF ICONNECT Inc SERVICES FOR VIOLATION OF ANY OF THESE TERMS.

Limitation of Web Hosting Services

Although ICONNECT Inc advertises "Unlimited Bandwidth" in regards to some of its services there are several limitations applied. The sole purpose of these limitations is intended of unnecessary use of ICONNECT Inc services by any such User, which restricts system availability for other such Users. These limitations apply only to Hosting offered by ICONNECT Inc.

Restricted Content

You agree not to post any of the following restricted contents: Illegal, Abusive or Unethical Activities include, but are not limited to, pornography, obscenity, nudity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by us. You agree to indemnify and hold us harmless from any claim resulting from your publications or use of Illegal, Abusive or Unethical materials.

Bandwidth Restrictions

Although we advertise unlimited bandwidth, we reserve the right to inform you that you must transfer your website if an excessive amount of bandwidth is being used. If the request is not met within 5 days, we do reserve the right to remove the website from our system.

Limitation of Dial-Up Services