

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 pingging.

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

Any Violation(s) of This E-Mail Policy Will Result In Immediate Suspension or Termination of Your Account.

13A0 E-Mail Abuse

CMS Inc. maintains a zero tolerance for Spam. Spam is the Internet equivalent to junk mail or unwelcome telemarketers' calls. Whether solicited or not, bulk e-mailings cause tremendous strain on our Network resources. Some courts have even held Spam to be an illegal trespass to an Internet Service Provider's property. In Internet culture (Netiquette), sending Spam is fiercely frowned upon. In fact, if we don't strictly monitor it, our upstream Internet access providers will disconnect us from the Internet for allowing Spam to be passed through our Network. Spam costs all ISPs - including CMS Inc. - and those additional costs ultimately translate into either increased access costs for you, or in degraded Internet access service. Neither of these is desirable for CMS Inc.. For these reasons, we prohibit all forms of e-mail abuse, including, but not limited to, the following:

13B) Unsolicited E-Mail:

Posting of messages to newsgroups that is irrelevant or blanket posting of messages to multiple newsgroups, or distributing, via our Internet e-mail servers, chain letters or "junk" email or unsolicited e-mail of a business or commercial nature;

13C) Mail Bombing/Flaming/Harassing E-mail:

Malicious impediments to another person's use of their electronic mail services or news media by sending them e-mail numerous times in succession (e.g. Mail Bombing); any mail that is sent to another that is annoying, harassing, threatening, or otherwise malicious;

13D) Fraudulent E-Mail:

Forging any message header, in part or whole, originating or passing through the CMS Inc. Network.

Please Remember That You May Become the Target of Spam as a Result of Electronically Registering a Product, Signing Up For Product Updates or Otherwise Opting in to an E-Mail list.

13E) E-Mail Aliases:

An e-mail alias is the name before the @ in your email address (e.g. yourname@com.net). The primary e-mail alias is also used as your log-in name. The aliases are issued to you by CMS Inc., and are the sole property of CMS Inc.. When you are assigned your e-mail alias(es), you are given non-transferable, limited license(s) to use the alias(es) for so long as you keep active the CMS Inc. access account(s) associated with the subject alias(es). CMS Inc. will not issue an e-mail alias that clearly infringes on another's trade or service mark. We reserve the right to revoke or rescind any email alias issued to you, if after it is issued to you, we become aware that it may be an infringement. If you surrender the use of an email alias back to CMS Inc., we are not obligated to hold it for you. Upon surrender, we will impose a 180-day internal hold on the alias before it is made available to CMS Inc. Network users.

13F) E-Mail Storage and Retention:

We recommend that you set up your e-mail client (i.e. Outlook Express) to remove e-mail messages from our mail server when they are retrieved. However, if you elect to store your read e-mail on our servers, there is a 3-megabyte (MB), 30-day limit. We will purge all messages over 3 MB or over 30 days old.

14) Privacy Policy

Privacy Policy

We are committed to protecting your privacy while you are connected to the Internet. This policy outlines how CMS Inc. handles information you to us, as well as facts you need to know to protect your privacy during your online experience. We hope that this policy demonstrates our commitment to you and your experiences on the Internet.

Please read this Privacy Policy carefully. Remember that no network systems or computers are completely secure. We do not guarantee the security of data on the Internet, including "secure" servers. Use your own common sense. In many cases, the same rules that apply to everyday life apply to the Internet.

CMS Inc. Customer Information

CMS Inc. collects and stores customer information in many ways:

as part of a customer's registration for the CMS Inc. Network;
when we issue your user login names, and the passwords;
when you purchase other goods or services from CMS Inc. through our Web Site.

We will use the information for the following purposes:

for accounting and/or billing purposes;
to resolve email and/or other system errors;
to verify your identity for accessing member-only areas of the CMS Inc. Network;
to notify our customers of important notices or to send our newsletters or other communications;
to enforce our Acceptable Use Policies

Disclosure:

CMS Inc. will not sell, trade, or disclose to third parties your customer information derived from the registration for or use of an CMS Inc. online service including customer names and addresses without your consent. When CMS Inc. uses others to perform services on its behalf, CMS Inc. will ensure that the CMS Inc. protects your customer information consistent with this Policy. If CMS Inc. includes your name and any other customer information in a customer directory that CMS Inc. creates from information we receive as an online service provider, we will give you the opportunity to opt out of participation in that directory. Business directories that CMS Inc. creates may, however, contain information obtained from other sources.

Customer Choice:

You may choose not to receive direct marketing communications from CMS Inc. in connection with CMS Inc. online services. You may communicate that choice by e-mail, by mail, or by telephone.

Usage Data:

CMS Inc. servers automatically gather information about which sites customers visit on the Internet and which pages are visited within a CMS Inc. Web Site. We do not use that information except in the aggregate.

Security:

CMS Inc. has implemented technology and security features and strict policy guidelines to safeguard the privacy of your customer information from unauthorized access or improper use, and we will continue to enhance our security procedures as new technology becomes available.

E-mail Contents:

We will not read or disclose to third parties private e-mail communications that are transmitted using CMS Inc. services except as required to operate the service or as otherwise authorized by law.

Improper Conduct:

CMS Inc. may also use customer identifiable information to investigate and help prevent potentially unlawful activity or activity that threatens the network or otherwise violates the customer agreement for that service.

Please Remember That You May Become the Target of Spam as a Result of Electronically Registering a Product, Signing Up For Product Updates or Otherwise Opting in to an E-Mail list.

15) AGREEMENT THIS AGREEMENT is made and entered into between **CMS Inc.**, located at 6600 w. Charleston ste 121 , Las Vegas, Nevada 89146, hereinafter referred to as ("CMS Inc.") and you, the Customer ("Customer"), who wish to use the below -described Service(s) of CMS Inc. in accordance with this Agreement, to include CMS Inc.'s application/order form, and its various policies, which are located on the World Wide Web at <http://cornerstoneprocessing.com>, _____, _____, and its various subdirectories. You and CMS Inc. are collectively referred to in this Agreement as the "parties."

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS:

15a. "Agreement" shall refer to the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: this instrument, which you are now reading; the CMS Inc. application/order form for Web space and Services; CMS Inc.'s Acceptable Use Policy (AUP); and CMS Inc.'s Billing and Procedures Policy (BP). The term "Agreement" shall not refer to any statement, supposition, or understanding not recorded in writing in the abovelisted documents. The CMS Inc. AUP may be found at URL: <http://businesshost.net/contract.pdf>. The CMS Inc. BP may be found on-line at URL: <http://businesshost.net/contract.pdf>.

15b. "Registered Name" shall refer to a domain name, whether consisting of two or more levels, about which the Registry Operator of a Top Level Domain, or an affiliate engaged in providing Registry Services, maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. In essence, a Registered Name is a domain name that is registered with or through a Registry Operator.

16. SERVICE DESCRIPTION: As a World Wide Web, Information Technology, and Internet Service Provider, CMS Inc. provides Internet Web hosting, ecommerce, domain registration, and associated services, hereafter referred to as the "Service" or "Services." For this purpose, CMS Inc. maintains a network of dedicated server computers, routers, hubs, switches, and other equipment (collectively, the "Network") located in Nevada, USA, and integrated with the Internet. This Network sends and receives data and information via the World Wide Web. Customer wishes to connect to the Web and establish an Internet Web presence by utilizing the various resources of CMS Inc.'s Network and CMS Inc.'s Services. The quantity, type, and duration of Services provided to Customer shall be as Customer has already affirmatively selected in the CMS Inc. application/order form. (See summary of options in paragraph 18, below.)

17. CONDITIONS:

17a. The CMS Inc. application/order form for Web space and Services; CMS Inc.'s AUP; and CMS Inc.'s BP are incorporated herein by reference, as if fully set out. The foregoing constitute a legal and binding contract between CMS Inc. and Customer, which does not extend to any other person or entity.

17b. Customer may resell to third parties, but is responsible for third party activities and content, and is bound by the terms of this Agreement.

17c. The duration of this Agreement, as to its Initial Term and any renewal thereof, shall be as Customer has already affirmatively selected on the CMS Inc. application/order form. (See summary of options in paragraph 18, below.)

17d. In accordance with (IAW) the BP, CMS Inc. will bill Customer, and Customer shall pay, for excess resources used by Customer, such as data transfer, disk space usage, and virtual host limits. If Customer exceeds the virtual host limit for a particular CMS Inc. service plan, however, CMS Inc. will automatically upgrade Customer's account to the next higher service plan, and bill Customer according to the upgraded plan, and Customer will pay according to the upgraded plan.

17e. Also IAW the BP, cancellations made after an application has been received by CMS Inc., and after Web space has been set up by CMS Inc., do not nullify Customer responsibility to pay costs incurred by CMS Inc. in setting up said Web space. To protect Customer's data from malicious deletion or other tampering, and to protect CMS Inc. from liability therefor, all cancellations by Customer must be accomplished exactly IAW the CMS Inc. BP.

18. WARRANTIES and LIMITATION OF LIABILITY: With respect to the Services to be provided hereunder, Customer understands and acknowledges that CMS Inc. MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. Customer further agrees that CMS Inc. shall not be liable to Customer for any claims, damages, or loss of profit which may be suffered by Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Services provided hereunder, including, but not limited to, losses or damages resulting from loss of data due to delays, non-deliveries, or Service interruptions. The utilization of any data or information received by Customer from use of the Services to be provided by CMS Inc. is at Customer's sole and absolute risk. CMS Inc. specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

19. TRADEMARKS

19a. Customer shall not use the CMS Inc. name, trademarks, trade names, or logos in connection with the operation of Customer's business, except as may be provided for in this Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.

19b. Neither party shall take any action, or intentionally omit to take any action, that would jeopardize, limit, or interfere in any manner with the ownership of the other party in the other party's products, services, documentation, or intellectual property. Title to and ownership of all copies of any products, services, software, documentation, or Internet services developed by or for CMS Inc. or owned by CMS Inc. through the term of this Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of CMS Inc. and its suppliers. Customer shall not take any action to jeopardize, limit, or interfere in any manner with CMS Inc.'s ownership and rights therein.

19c. Customer agrees not to disassemble, de-compile, or reverse-engineer any of CMS Inc.'s Internet software.

20. CONFIDENTIALITY & NON-COMPETITION

20a. Customer and CMS Inc. hereby agree not to disclose or use, and to assure that their employees and agents do not disclose or use, any confidential information belonging exclusively to one another ("one another's Confidential Information"). Customer and CMS Inc. acknowledge that the following materials and information, and all copies thereof, constitute one another's Confidential Information:

20b. Lists of subscribers, customers, or clients, including without limitation information about their occupation, credit card numbers, information, and preferences; and the results of market research performed or obtained by one another concerning any such subscribers, customers, or clients;

20c. Information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information marked "Confidential"; and

20d. Both parties acknowledge that the other party's abovelisted Confidential Information is valuable, special, and unique; that its unauthorized disclosure or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief.

20e. Customer shall not cause or attempt to cause any Employee or Agent of CMS Inc., of CMS Inc.'s subsidiaries, or of its parent CMS Inc., to terminate his/her employment or agency during the term of this Agreement. Customer further agrees not to cause or attempt to cause any of CMS Inc.'s customers, their agents, or their employees to terminate their respective relationships with CMS Inc., or with any of CMS Inc.'s subsidiaries, or with its parent CMS Inc..

20f. Upon termination of this Agreement, each party agrees to return to the other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other party.

20g. This Paragraph 4 will survive the termination of this Agreement for a period of two (2) years.

21. PAYMENT POLICIES:

21a. The following is intended to supplement the CMS Inc. BP by providing a context for it, without conflicting therewith.

21b. As consideration for CMS Inc.'s promise to provide to Customer the Services described hereunder, Customer agrees to pay CMS Inc., at the time of submitting the application and order, all the CMS Inc. fees for the Services which Customer has ordered, regardless of the service plan/payment selections Customer has already affirmatively made on the CMS Inc. application/order form. (See summary in paragraph 18, below.)

21c. All set-up and Initial Term fees are non-refundable, in whole or in part, even if Customer's Web hosting or other Service account shall be suspended, cancelled, or transferred prior to the end of Customer's then-current term. Any termination or cancellation by CMS Inc. or Customer shall not relieve Customer of the obligation to pay all fees accrued prior to such termination or cancellation.

21d. Customer's set-up fee and first payment are due at the time the on-line application and Agreement are filled out and submitted to CMS Inc.. Customer will thereafter be billed according to the CMS Inc. BP

21e. If Customer pays by check, restrictive endorsements or other statements on checks accepted by CMS Inc. shall have no effect. Customer shall reimburse CMS Inc. for all administrative costs (including reasonable attorney fees) associated with collecting delinquent or dishonored payments, to include chargebacks. At CMS Inc.'s sole option, interest charges may be added to any past due amounts at the lower of 1.5% per month or the maximum rate allowed by law.

21f. In the event that Customer fails to pay for Services IAW the CMS Inc. BP, CMS Inc. shall be entitled to unilaterally suspend its obligation to perform under this Agreement, in whole or in part, and to discontinue all or some Services, at its option, until payment is made IAW the BP. Moreover, in the event of failure to pay by Customer and/or a chargeback by a credit card CMS Inc. (or similar action by another payment provider allowed by CMS Inc.) in connection with payments for the Services, Customer agrees and acknowledges that, in CMS Inc.'s sole discretion, Customer's Registered Name (domain name) registration shall be transferred to CMS Inc., and that CMS Inc. shall thereupon possess all rights regarding such Registered Name registration including, without limitation, the right to make said Registered Name available to other parties for purchase, for the purpose of recovering the sum that Customer has

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 CMS Inc. 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, CMS Inc. may declare Customer in default and require Customer to pay the entire debt immediately and without prior notice. Further, in the event of default, CMS Inc. 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 CMS Inc., 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 CMS Inc.'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 assessed 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, retrieval 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 CMS Inc.'s own discretion, may include a signed and notarized statement that you authorize CMS Inc., 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 CMS Inc.. 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 CMS Inc. services, any customer, employee or third party unconditionally accepts the terms of this policy.

44. ILLEGAL USE

The CMS Inc. 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 CMS Inc.'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 CMS Inc. Network or any other network is strictly prohibited.

45. NETWORK AND MACHINE RESOURCES

CMS Inc. 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). CMS Inc. 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 CMS Inc. 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 CMS Inc. 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 CMS Inc.'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 CMS Inc. customers, or of the CMS Inc. system or network. The adverse effect of such use shall be determined by CMS Inc. in its sole discretion.

CMS Inc. may immediately suspend service without prior notice to any web site that violates these rules. In the event of any dispute regarding these rules, CMS Inc. 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 CMS Inc. 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. CMS Inc. will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected. CMS Inc. respects the privacy of customer data and vigilantly protects that data and ALL customers who host with CMS Inc.. If any violation of the law or this AUP is suspected, CMS Inc. reserves the right to investigate. Use of the CMS Inc. 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 CMS Inc. 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 CMS Inc. 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 CMS Inc. 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 CMS Inc. servers and you use another ISP to SPAM from in order to reference your CMS Inc. site by IP address or domain name, you are violating CMS Inc. policy and possibly the law. If you have been granted telnet access to CMS Inc. 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 CMS Inc. 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@com.net Complaints regarding email abuse should be sent to abuse@com.net Complaints regarding USENET abuse or SPAM should be sent to abuse@.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). CMS Inc. 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. CMS Inc. prides itself as a responsible member of the Internet community and is committed to protecting the data of and providing quality service to all CMS Inc. customers all of the time.

50. INTERACTION WITH CMS Inc. STAFF

Any threat, vulgar and profane language directed at any CMS Inc. 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 CMS Inc. 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, CMS Inc. now services the former CC Edwards Co hosting clients. CMS Inc. 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 (CMS Inc.) and NO LONGER CC Edwards Co. EXC-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, which 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 CMS Inc. 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 CMS Inc. 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.