

General Terms & Conditions

MyInternetPartner.Com
General Terms and Conditions

BY SIGNING UP FOR AND/OR OTHERWISE ACCESSING ANY OF THE SERVICES OR PRODUCTS OFFERED BY MyInternetPartner.Com YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THESE TERMS & CONDITIONS SUPERSEDE ALL EARLIER VERSIONS AND REQUIRE MANDATORY ARBITRATION OF DISPUTES. Please read these terms and conditions carefully, as they describe your legal rights and obligations. This agreement shall become come effective as of the date of (1) your electronic signature on or verbal acceptance of this agreement, (2) the activation of your account or (3) your receipt of an e-mail from MyInternetPartner.Com confirming your order, whichever happens first.

1. DEFINITIONS.

For the purposes of this Agreement:

1.1.

"MyInternetPartner.Com's Equipment" shall mean computer and telecommunications device, Internet access and/or transmission rights owned, operated, and/or maintained by MyInternetPartner.Com and/or MyInternetPartner.Com's affiliates, agents, or assigns which provide the MyInternetPartner.Com Services.

1.2.

"MyInternetPartner.Com, "us," "we," "our" and grammatical variants thereof shall collectively refer to MyInternetPartner.Com Internet Inc., a corporation organized and existing under the laws of the State of Tennessee, United States of America, located at 3705 Hilldale drive, Nashville, TN U.S.A. and its assigns and successors in interest.

1.3.

"MyInternetPartner.Com Services" shall mean the products and services provided by MyInternetPartner.Com and/or MyInternetPartner.Com's affiliates, agents, or assigns at any given time, including but not limited to web hosting, e-mail, domain registration, and any associated support services, which services may be changed, amended, and/or otherwise altered at any time in MyInternetPartner.Com's sole discretion.

1.4.

"MyInternetPartner.Com Software" shall mean any software provided by MyInternetPartner.Com at any given time, whether downloaded to your computer, provided to you on CD or another form of removable media, or utilized online as part of the MyInternetPartner.Com Services. The MyInternetPartner.Com Software includes the program and any and all copies or portions thereof, whether standing alone or in combination with other programs, as well as the documentation and other materials delivered in connection with the software, if any.

1.5.

"Bandwidth" shall refer to the rate of data transmission in bits per second using MyInternetPartner.Com's Equipment.

1.6.

"Content" shall mean the downloadable files which are interpreted by a client web browser for display with or without plug-ins.

1.7.

"Customer Service" shall refer to communication from us to you dealing with problems or questions relating to services provided by us to you.

1.8.

"Fee" shall mean monies and other consideration you are obligated to pay to MyInternetPartner.Com for the right to use the MyInternetPartner.Com Services and Bandwidth subject to the terms and conditions of this Agreement and of the particular MyInternetPartner.Com Services for which you have registered, as outlined on the then-current schedule of fees.

1.9.

"Fee Schedule" shall mean the fees for the MyInternetPartner.Com Services as published on the MyInternetPartner.Com website, which may be modified at any time in MyInternetPartner.Com's sole discretion pursuant to the provisions of 24.1.

1.10.

"International Customers" shall mean customers residing in or accessing the MyInternetPartner.Com Services from outside of the United States and Canada.

1.11.

"Laws" shall mean the laws, statutes, and regulations then in effect of the United States of America and its various states and dependencies as well as the laws of Your country of residence or the country in which you use or access the MyInternetPartner.Com Services and the laws of any provinces, states or dependencies thereof.

1.12.

"Parties" shall collectively refer to MyInternetPartner.Com and you.

1.13.

"Payment Account" shall refer to the credit card or Pay Pal account provided by You upon registration to pay for Your Services. MyInternetPartner.Com may add, delete, or modify the methods by which customers can pay for the MyInternetPartner.Com Services at any time without prior notice, in its sole discretion. Payments processed by Pay Pal are subject to Pay Pal's terms and conditions of service, and MyInternetPartner.Com makes no representations or warranties with respect to those services.

1.14.

"Suspend" or "Suspension" shall include the disabling of, releasing of, disabling of, and/or placing of a registrar lock on your domain name and the cessation of transmission of data to or from Your Web Site or via Your Services.

1.15.

"Technical Support" shall refer to communications from us to you dealing with problems or questions relating to technical matters involving software or services provided by us to you.

1.16.

"Web Site Space" shall mean a quantity of computer memory allocation, as outlined in the program description for Your Services, generally located on one or more computer storage devices and measured in units of megabytes (MBs) wherein data comprising Your Web Site is stored and is accessible by MyInternetPartner.Com's web server equipment.

1.17.

"You", "your" and grammatical variants thereof shall mean you, any other entity which has an ownership or other beneficial interest in you, or any other entity in which you have an ownership or other beneficial interest.

1.18.

"Your Data" shall mean any data, including but not limited to advertisements, documents, e-mails, images, movies, web pages, or other Content, related to your use of the MyInternetPartner.Com Services and stored on or transmitted by the MyInternetPartner.Com Equipment.

1.19.

"Your Web Site" shall mean data transmittable via the Internet by MyInternetPartner.Com which is stored in your Web Site Space.

1.20.

"Your Services" shall mean the specific MyInternetPartner.Com Services for which you have contracted, subject to the limitations and specifications of the particular service effective as of the date of contract and to the fees for those MyInternetPartner.Com Services pursuant to the current Fee Schedule.

2. DESCRIPTION

Subject to and conditioned upon retained rights and all other terms and conditions set forth in this Agreement, MyInternetPartner.Com offers the MyInternetPartner.Com Services as soon as practicable after registration for and payment of any and all fees due. You will receive a password, account and instructions upon completion of the registration process. You are responsible for maintaining the confidentiality of both your password and your account and are fully responsible for all activities that occur under your password and your account. You agree to immediately notify MyInternetPartner.Com of any unauthorized uses of the account or any other breaches of security. MyInternetPartner.Com cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will MyInternetPartner.Com be liable, in any way, for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. The MyInternetPartner.Com Services are subject to the following conditions and restrictions:

2.1. Web Hosting Services

2.1.1.

MyInternetPartner.Com shall provide to you a non-transferable, revocable, non-sublicensable, non-exclusive and limited license to use the amount of Web Site Space allocated to Your Services for your non-exclusive use for the exclusive purpose of storing Your Web Site data and disseminating said data via the Internet through the use of MyInternetPartner.Com Equipment for purposes consistent with this Agreement.

2.1.2.

MyInternetPartner.Com, either directly or through its assignee or licensee, shall provide Customer Service relating to Your Web Site consisting of replying to customer questions or complaints regarding services provided by us to you relating to Your Web Site. MyInternetPartner.Com is not obligated to provide any Customer Service except as specified in this Section 2. Any

and all requests for additional Customer Service may be refused by MyInternetPartner.Com with or without reason. Any additional Customer Service which MyInternetPartner.Com may subsequently agree to provide to you shall be at MyInternetPartner.Com's sole discretion and once commenced, may be terminated at any time by MyInternetPartner.Com without notice to you and without any liability to MyInternetPartner.Com. Notwithstanding the foregoing, MyInternetPartner.Com at its sole discretion may at any time alter or cease providing the Customer Service which it has agreed to provide to you relating to Your Web Site pursuant to this Agreement without any liability to MyInternetPartner.Com.

2.1.3.

MyInternetPartner.Com, either directly or through its assignee or licensee, shall provide Technical Support relating to Your Web Site. Any and all requests for Technical Support may be refused by MyInternetPartner.Com with or without reason, in its sole discretion. Any Technical Support which MyInternetPartner.Com may subsequently agree to provide to you shall be at MyInternetPartner.Com's sole discretion and once commenced, may be terminated at any time by MyInternetPartner.Com without notice to you and without any liability to MyInternetPartner.Com.

2.1.4.

All use of Web Site Space and provision of services to you by MyInternetPartner.Com shall be subject to all terms and conditions set forth herein. You may not attempt to expand or alter these rights or MyInternetPartner.Com's services by entering into multiple agreements.

2.1.5.

Unless provided otherwise in the specifications for your Services, Bandwidth use, including but not limited to data retrieval from your Web Site, e-mail traffic, and downloads, shall not exceed six gigabytes per month. Your combined mailbox use per account shall not exceed twenty-five gigabytes per month. You are responsible for monitoring your Bandwidth and mailbox use, and agree to check your e-mail and download or delete your e-mail on a regular basis in order to ensure compliance with this paragraph. Should you exceed your mailbox use limits MyInternetPartner.Com may return or reject any and all e-mails sent to you to the originating sender without liability to you. You agree that MyInternetPartner.Com may debit the Payment Account for usage in excess of permitted amounts at the rates set forth in the then-current Fee Schedule.

2.1.6.

Some MyInternetPartner.Com Services may not be available to International Customers, and MyInternetPartner.Com reserves the right to alter, amend, or discontinue the provision of some or all of the MyInternetPartner.Com Services to International Customers in a particular market at any time in MyInternetPartner.Com's sole discretion.

2.1.7.

MyInternetPartner.Com may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name immediately and without notice, permanently remove Your Data from the MyInternetPartner.Com Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the relevant Laws if it is informed or otherwise believes, in its sole discretion, that Your Web Site violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely

set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against MyInternetPartner.Com relating to the content, use, and operation of Your Web Site and agree to indemnify and hold harmless MyInternetPartner.Com from and against any such claims.

2.1.8.

You are responsible for backing up Your Data on your own computer. MyInternetPartner.Com does not warrant or otherwise guarantee that it will back up your data or that data which has been backed up can be retrieved, and will not be responsible for any archiving or backup of Your Data. If any of Your Data is damaged, deleted, lost or corrupted in any way, or becomes otherwise unavailable due to termination or suspension of your account pursuant to this Agreement, MyInternetPartner.Com will have no obligation or liability to you.

2.2. Domain Name Registration

2.2.1.

Should you choose to register a domain name through MyInternetPartner.Com, MyInternetPartner.Com will register a second level domain name on your behalf, provided such domain name is available for registration. MyInternetPartner.Com acts only as an intermediary between you and the organization providing the domain name, and has no influence over the assignment of domain names. The registration of your domain name is subject to the terms and conditions of those third-party registrars, and is also subject to the terms of the Uniform Domain Name Dispute Resolution Policy ("UDRP"). You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions of the UDRP in effect at the time of the dispute. MyInternetPartner.Com assumes no liability in the event the domain name is unavailable or otherwise not assigned to you, and does not warrant or guarantee that assigned domain names do not infringe the rights of third parties, or that you will retain the rights to that domain name for any period of time. Upon payment in full of any and all registration fees, MyInternetPartner.Com shall not own or otherwise legally control any domain name registered on your behalf. You agree that you are responsible for any and all fees and costs related to the registration of your domain name, and you authorize MyInternetPartner.Com to debit the Payment Account for any such fees and costs. Should the Payment Account provider fail to honor such debit, MyInternetPartner.Com may, in its sole discretion, release, cancel, or otherwise dispose of or utilize Your domain name as it sees fit, with no obligation to You whatsoever.

2.2.2.

You acknowledge and agree that MyInternetPartner.Com or its agents, assignees or licensees may associate any data of any kind, in MyInternetPartner.Com's sole discretion, with the Domain Name registered in association with Your Web Site or any URL incorporating said Domain Name until you replace such data with Your Web Site, at such times as Your Web Site is no longer available, and upon termination for any reason, for as long as MyInternetPartner.Com or MyInternetPartner.Com's agent, assignee or licensee continue to be listed as the hosting entity with the domain name registry used to register such Domain Name. This paragraph shall apply to any and all web pages generated by MyInternetPartner.Com or its affiliates, including but not limited to 404 error pages.

2.2.3.

You represent and warrant that your domain name does not infringe the copyright, trademark, or any other intellectual property rights of any person

or company and that your domain name is otherwise in compliance with the terms of this agreement, in particular the provisions of Section 7.

2.2.4.

You shall inform MyInternetPartner.Com of any claim or potential claim against your domain name, including but not limited to the initiation of a dispute under the UDRP, within five days of notification of same. Should you lose your right to use a domain name which is used in connection with the MyInternetPartner.Com Services, whether through expiration of the domain name, judicial decree, administrative decisions of the UDRP or otherwise, you agree to inform MyInternetPartner.Com immediately of the party to whom the domain name is to be transferred and you authorize MyInternetPartner.Com to take any and all action necessary to effect such transfer.

2.2.5.

MyInternetPartner.Com will accept the transfer of domain names from other registrars, provided however, that you will be required to pay for an initial year of registration fees upon transfer. Domain names which have been prepaid for a period of more than one year but with fewer than nine years remaining may also be transferred, subject to the payment of an initial year of registration fees. An additional year will be added on to the remaining term of any transferred domain. Domain names with more than nine years remaining on the registration period may not be transferred. Upon the expiration of the one-year extension you will be charged an annual renewal fee for any subsequent renewal period. By requesting the transfer of your domain name you authorize MyInternetPartner.Com to debit your Payment Account for the one-year registration fee and any related fees or charges.

2.2.6.

The Private Domain Registration Services offered by MyInternetPartner.Com are subject to the terms and conditions of MyInternetPartner.Com's Private Registration Service (the "T&C Private Domain Registration"), which are incorporated herein by reference.

2.2.7.

MyInternetPartner.Com may suspend performance under or terminate this Agreement, cease transmission of data associated with your domain name, permanently remove Your Data from the MyInternetPartner.Com Equipment, and take any other actions it deems necessary, in its sole discretion, immediately and without notice, to comply with the UDRP or relevant Laws if it is informed or otherwise believes, in its sole discretion, that your domain name violates the intellectual property rights of any third party or is otherwise the subject of a dispute. As more completely set forth in Sections 5, 6, and 9, you waive any and all claims you may have, now and forever, against MyInternetPartner.Com relating to the registration, use, and subsequent transfers of your domain name and agree to indemnify and hold harmless MyInternetPartner.Com from and against any such claims.

2.3. Software

2.3.1.

MyInternetPartner.Com may, in its sole discretion, provide you with MyInternetPartner.Com Software in combination with Your Services. Upon payment of all fees due and owing to MyInternetPartner.Com under this Agreement, MyInternetPartner.Com hereby grants, and you hereby accept, a nontransferable, revocable, non-sublicensable, and non-exclusive license to use the MyInternetPartner.Com Software and all related documentation for your own personal or business use during the term of this Agreement. Any rights

not expressly granted herein shall be reserved for MyInternetPartner.Com. Source code or other information pertaining to the logic design of the MyInternetPartner.Com Software is specifically excluded from the license granted hereunder.

2.3.2.

Although certain MyInternetPartner.Com Software may be provided free of charge, MyInternetPartner.Com reserves the right to charge for the MyInternetPartner.Com Software or any updates thereto or upgrades therefor at any time.

2.3.3.

You recognize that the MyInternetPartner.Com Software and all related information, including but not limited to any and all updates, improvements, modifications, enhancements, and information related to installation of the MyInternetPartner.Com Software at your home or office, are proprietary, and that all rights thereto, including copyright, are owned by MyInternetPartner.Com. You further acknowledge that you have been advised that the MyInternetPartner.Com Software, including updates, improvements, modifications, enhancements, and information related to installation, constitutes a trade secret of MyInternetPartner.Com, is protected by civil and criminal law, and by the law of copyright, is valuable and confidential to MyInternetPartner.Com, and that its use and disclosure must be carefully and continuously controlled.

2.3.4.

MyInternetPartner.Com shall at all times retain title to all the MyInternetPartner.Com Software and all related information, including all updates, improvements, modifications and enhancements, furnished to you hereunder.

2.3.5.

Unless provided otherwise in the specifications for Your Services, the MyInternetPartner.Com Software supplied hereunder is for the your personal or business use. You shall not permit any third party to use the MyInternetPartner.Com Software or allow access to the MyInternetPartner.Com Software from sites outside of your home or business premises except as specifically authorized in writing by MyInternetPartner.Com. The MyInternetPartner.Com Software is to be used only for the purposes specified in this Agreement and specifically as restricted in the following three subparagraphs of this Section 2.

2.3.6.

While this Agreement is in effect, or while you have custody or possession of any of the Software, you will not: (i) reproduce, copy or publicly display, or permit anyone else to reproduce, copy or publicly display, any of the MyInternetPartner.Com Software, whether such MyInternetPartner.Com Software is in written, magnetic or any other form, except pursuant to reasonable backup procedures, or for use in Your Web Site pursuant to this Agreement, nor; (ii) provide or make the MyInternetPartner.Com Software available to any person or entity other than your employees or agents who have a need to know consistent with your use thereof under this Agreement, nor; (iii) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering or otherwise, the source programs or any part thereof from the object program or from other information (whether oral, written, tangible or intangible) made available to you under this Agreement, nor; (iv) copy for your own use or the use of others operator manuals, system

reference guides, training materials and other user-oriented materials without the prior written consent of MyInternetPartner.Com. In order to protect MyInternetPartner.Com's trade secrets and copyrights in the MyInternetPartner.Com Software, you agree to reproduce and incorporate MyInternetPartner.Com's trade secrets or copyright notice in any copies, modifications or partial copies.

2.3.7.

You agree to notify MyInternetPartner.Com forthwith if you obtain information as to any unauthorized possession, use or disclosure of any MyInternetPartner.Com Software by any person or entity, and further agree to cooperate with MyInternetPartner.Com at MyInternetPartner.Com's expense, in protecting MyInternetPartner.Com's proprietary rights.

2.3.8.

Unless agreed otherwise in writing by MyInternetPartner.Com, the MyInternetPartner.Com Software may be used only on a single computer or workstation. MyInternetPartner.Com software designed for use on portable workstations may be installed on both a portable and a stationary computer but may not be used on both simultaneously. You may not install the MyInternetPartner.Com Software on a network except to facilitate permissible installation of the MyInternetPartner.Com Software on computers attached to the network. You warrant and guarantee that all users of the software shall be aware of and comply with the terms of this license.

2.3.9.

Certain MyInternetPartner.Com Software is provided for online use as part of the MyInternetPartner.Com Services (the "MyInternetPartner.Com Online Software"), and the use of such software may be subject to fees as outlined in the current Fee Schedule in accordance with this Agreement. The MyInternetPartner.Com Online Software is hosted software which runs directly on MyInternetPartner.Com's servers, and you may not download, install, store or make any copies of the MyInternetPartner.Com Online Software, nor may you sublicense the MyInternetPartner.Com Online Software. You agree not in any way to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, license, distribute, market or otherwise dispose of any portion of the MyInternetPartner.Com Online Software or any copies thereof and not to assist any third party in doing so. The MyInternetPartner.Com Online Software is designed to be used through the MyInternetPartner.Com user interface and, as such, may be utilized by any authorized user from any computer or workstation. This license is automatically revoked upon termination of this Agreement. MyInternetPartner.Com reserves the right to suspend the use of, modify or discontinue the MyInternetPartner.Com Online Software for any or all customers at any time without notice. Certain Online Software is also Third Party Software, and is subject to the applicable provisions of 2.3.10. MyInternetPartner.Com may limit the functionality of any such third party Online Software, in its sole discretion.

2.3.10.

MyInternetPartner.Com provides its customers with the ability to order certain third-party software (the "Third Party Software"), depending on the hosting package ordered. Except for Third Party Software which is also Online Software, such Third Party Software is delivered to MyInternetPartner.Com Customers by mail and may be ordered via customer's control panel for a period of six months after the commencement of the MyInternetPartner.Com Services. The license conditions governing the use of the Third Party

Software may differ from MyInternetPartner.Com's own software licenses. Customers of MyInternetPartner.Com are bound by the conditions of all licenses pertaining to such Third Party Software and should make themselves familiar with their terms and conditions. Some such Third Party Software is provided under license from Microsoft Corporation ("Microsoft Software"), and Customers using Microsoft Software are bound by the T&C Microsoft Software Products, which are incorporated herein by reference. MyInternetPartner.Com does not provide Technical Support for the Third Party Software. THE THIRD PARTY SOFTWARE IS OFFERED "AS-IS." THE PROVISION AND OFFERING OF THIRD PARTY SOFTWARE BY MyInternetPartner.Com DOES NOT CONSTITUTE AN ENDORSEMENT OF THE THIRD PARTY SOFTWARE, NOR CAN MyInternetPartner.Com MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE AND FUNCTIONALITY OF SUCH THIRD PARTY SOFTWARE.

2.3.11.

In the event of termination of this Agreement, or upon any act which shall give rise to MyInternetPartner.Com's right to terminate, or upon the expiration of the license for MyInternetPartner.Com Software which is subject to a limited-duration license, any and all licenses granted under this Section 2.3 shall terminate automatically, and you will remove, erase or destroy the MyInternetPartner.Com Software and documentation and all copies thereof, wherever located, without demand or notice.

2.3.12.

MyInternetPartner.Com may stop providing the Software or any updates thereto, including but not limited to the Online Software or the Third-Party Software, at any time without notice or any further liability to You.

2.3.13.

Software for International Customers is available for download only. Certain Software (including Third-Party Software) may not be available to International Customers.

3. FEES

3.1.

Certain MyInternetPartner.Com Services are subject to set-up, service, and domain service fees, pursuant to the Fee Schedule, and by registering for such MyInternetPartner.Com Services you authorize MyInternetPartner.Com to debit your Payment Account for any and all such fees.

3.2.

The Fee is due monthly, in advance of the provision of services, not later than the first of that month. In the event that MyInternetPartner.Com determines that the services of a collection agency are necessary or appropriate to collect amounts due under this paragraph, which determination shall be made in MyInternetPartner.Com's sole and unfettered discretion, any and all collection agency fees and other costs of collection shall be added to any amounts due under this provision.

3.3.

All Fees must be paid in United States Dollars in advance of the provision of services. MyInternetPartner.Com will charge the monthly fee and any additional fees to the Payment Account unless specifically provided otherwise. You also agree that MyInternetPartner.Com may automatically debit your Payment Account, without further authorization from you, for any renewal term, additional services, and any fees or expenses applicable to Your Services or Your Website, including but not limited to fees for excessive

bandwidth use or other surcharges for services in excess of those included within Your Services or Your Web Site. If payment in full is not received by MyInternetPartner.Com from the provider of your Payment Account or its agents, you agree to pay all amounts due from you for Your Services upon demand by MyInternetPartner.Com.

3.4.

MyInternetPartner.Com may offer subsequent promotional rates or special offers, the terms of which may or may not be more favorable than the terms and conditions for Your Services. Any such promotions or modifications shall not effect your obligations under this Agreement. Promotional fees may be subject to additional terms and conditions which, to the extent they conflict with the terms of this Agreement, shall govern. Promotional fees and special offers may not be combined.

3.5.

To the extent Your Services are subject to the terms and conditions of MyInternetPartner.Com's Money Back Guarantee (the "T&C Money Back Guarantee"), they are incorporated herein by reference.

3.6.

MyInternetPartner.Com offers a service uptime guarantee for the MyInternetPartner.Com Services, which provides for a credit to You in the event the total availability of MyInternetPartner.Com hosted web pages falls below 99.99% ("Uptime"). If You can demonstrate to MyInternetPartner.Com's satisfaction, in MyInternetPartner.Com's sole discretion, that MyInternetPartner.Com has failed to maintain the Uptime, You may contact MyInternetPartner.Com and request a credit for that month proportional to the amount of downtime, to be put towards the purchase of future MyInternetPartner.Com Services. Credits cannot be redeemed for cash, and are exclusive of any applicable taxes. The credit does not apply to service interruptions caused by (i) periodic scheduled maintenance or repairs undertaken by MyInternetPartner.Com from time to time; (ii) downtime caused by You; (iii) outages that do not limit browser access to Your web site (for example, interruptions to your ftp service or e-mail); (iv) suspension of Your account due to legal action taken or threatened against You or Your Services; (v) suspension of Your account due violations of the GT&C, as determined in MyInternetPartner.Com's sole discretion, including but not limited to excessive use of system resources, non-payment or other billing issues, or identification by the abuse team as fraudulent or otherwise in violation of the GT&C; or (vi) causes beyond the control of MyInternetPartner.Com or that are not reasonably foreseeable by MyInternetPartner.Com.

3.7.

You shall pay all costs of collection, including reasonable attorney's fees and costs, in the event any invoice requires collection efforts. All accounts referred to a collection agency shall be subject to an additional fee of \$18.95, which must be paid in full before the account is reactivated.

3.8.

International Customers bear the risk of currency fluctuations and any fees or taxes associated with the conversion of foreign currencies into United States Dollars. Certain MyInternetPartner.Com Services will not be available to International Customers until MyInternetPartner.Com is able to receive satisfactory confirmation from such customer's Payment Account provider, in MyInternetPartner.Com's sole discretion, that the funds will be available for

debit from the International Customer's account. Orders from International Customers will not be accepted unless the country provided in the contact information matches that on file for the Payment Account.

3.9.

Upon cancellation of this Agreement you will receive a prorated refund of any pre-paid, refundable fees for the remainder of any term. Fees for certain services, including but not limited to domain name registration and maintenance, set up fees, shipping and handling, SSL certificate fees, Website Creator Plus, Website Builder Plus, in2site Live Dialog Plus, DynamicSiteCreator Plus, Additional Virus Scanner, Exchange accounts and fees for the Extended Term Packages, are not refundable unless provided otherwise by applicable local law. MyInternetPartner.Com may, in its sole discretion, refund other amounts as it deems necessary or advisable.

4. NO EXPRESS OR IMPLIED AGREEMENT TO DISSEMINATE MATERIALS WHICH ARE INCONSISTENT WITH YOUR WARRANTIES. Receipt by MyInternetPartner.Com of data for storage in Web Site Space and/or transmission via MyInternetPartner.Com's Equipment which are inconsistent with your warranties set forth in Section 7 herein shall not constitute an agreement by MyInternetPartner.Com to allow the MyInternetPartner.Com Services or the MyInternetPartner.Com Equipment to be used to disseminate such information or data in whole or in part, by any means, or if once disseminated via the use of MyInternetPartner.Com's Services or Equipment, to continue to disseminate such data.

5. NO WARRANTIES BY MyInternetPartner.Com. THE MyInternetPartner.Com SERVICES AND MyInternetPartner.Com SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE MyInternetPartner.Com SERVICES IS AT YOUR SOLE RISK. MyInternetPartner.Com DOES NOT WARRANT THAT THE MyInternetPartner.Com SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES MyInternetPartner.Com MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE MyInternetPartner.Com SERVICES. NO WARRANTY IS MADE BY MyInternetPartner.Com REGARDING ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THIS AGREEMENT, AND MyInternetPartner.Com HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, QUALITY, QUANTITY, OR CONTENT OF SERVICES OR GOODS PROVIDED TO YOU HEREUNDER, INCLUDING BUT NOT LIMITED TO YOUR SERVICES AND YOUR WEB SITE; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MyInternetPartner.Com DOES NOT GUARANTEE THAT ANY CONTENT, INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE THROUGH THE MyInternetPartner.Com SERVICES WILL BE FREE OF VIRUSES, "WORMS", "TROJAN HORSES", OR OTHER HARMFUL COMPONENTS. YOU AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS OF ANY KIND HAVE BEEN MADE TO YOU REGARDING THE POTENTIAL VOLUME OF PATRONAGE OF YOUR WEB SITE OR ANY OTHER PERSON'S OR ENTITY'S WEB SITE OR WEB PAGE.

6. MyInternetPartner.Com'S LIMITED LIABILITY. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT. IN NO CASE SHALL MyInternetPartner.Com, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS OR CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF OR OTHERWISE RELATING TO THE MyInternetPartner.Com SERVICES. SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH COUNTRIES, STATES OR JURISDICTIONS, MyInternetPartner.Com'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY

LAW. EXCEPT AS EXPRESSLY SET FORTH IN ANY SEPARATE SOFTWARE LICENSE OR IN THIS AGREEMENT, MyInternetPartner.Com DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY THIRD-PARTY PRODUCT OR SERVICE OFFERED OR OTHERWISE ACCESSED USING THE MyInternetPartner.Com SERVICES, AND MyInternetPartner.Com WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD PARTIES. YOU HEREBY RELEASE MyInternetPartner.Com FROM ANY AND ALL OBLIGATIONS, LIABILITY AND CLAIMS IN EXCESS OF THESE LIABILITY LIMITATIONS. THE TOTAL LIABILITY OF MyInternetPartner.Com FOR BREACH OF WARRANTY ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT, OR ANY OTHER CLAIM RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL SERVICE FEES PAID BY YOU TO MyInternetPartner.Com IN THE SIX MONTHS PRECEDING SUCH ALLEGED BREACH, BUT IN NO EVENT TO EXCEED \$150,000.

7. YOUR ADDITIONAL OBLIGATIONS AND WARRANTIES.

7.1.

You agree and warrant that the contact information you have provided to MyInternetPartner.Com is complete and accurate, and you further agree to notify MyInternetPartner.Com within fifteen days of a change to any such contact information. Contact information includes your full legal name, e-mail address, and mailing address and the name, mailing address, telephone number, facsimile number, and e-mail address of the technical and administrative contacts for your domain, if any.

7.2.

You agree to provide MyInternetPartner.Com notice of any changes in the primary or secondary DNS address of your name servers, to the extent you have installed and are operating those name servers or to the extent your domain name is held by another registrar and points to a website hosted by MyInternetPartner.Com.

7.3.

You agree and warrant that your use of the MyInternetPartner.Com Services and MyInternetPartner.Com's Equipment, and all sales and distributions, by any and all means, of any type(s) of Content including, but not limited to, executable files (such as .EXE), digitized audio/visual files (such as MP3), or archived copies of copyrighted works (such as .ZIP); goods, including, but not limited to, videotapes and CD-ROM products, and any type of services by you, which are advertised and/or promoted by, or are in any other way directly or indirectly associated with your use of the MyInternetPartner.Com Services or MyInternetPartner.Com Equipment, shall at all times comply with all applicable Laws.

7.4.

You agree and warrant that you will neither store on nor allow to be transmitted by MyInternetPartner.Com's Equipment any data or other matter which constitutes, contains, or links to child pornography or which involves depictions of sexuality by someone who is or looks younger than eighteen years of age, regardless of their actual age, or by a performer who is portrayed or made to appear as a person under the age of eighteen years of age, or which could otherwise result from or cause harm to minors.

7.5.

You agree and warrant that Your Data shall be solely for business, entertainment and/or educational purposes and that you shall assume the sole responsibility and duty to ensure that all such data, visual materials, advertising and other matter shall be transmitted exclusively to willing

adults and only to places in which such materials comply with contemporary community standards.

7.6.

You agree and warrant that Your Data shall not violate any Laws concerning obscenity and shall not contain or link to any pornography, or depictions of bestiality, rape, sexual assault, violence, torture or disfigurement, or other content deemed objectionable by MyInternetPartner.Com, in its sole discretion.

7.7.

You agree that you shall install and maintain appropriate and effective screening devices and/or procedures on Your Web Site to avoid access to, or communication of, any harmful matter or indecent communications to minors.

7.8.

You agree that if, in MyInternetPartner.Com's sole and exclusive judgment, MyInternetPartner.Com concludes that Your Web Site displays, contains or links to any harmful matter or indecent materials or communications which are available to, or accessible by, minors, or displays or contains any material that consists of child pornography or which could otherwise result in harm to minors; then MyInternetPartner.Com may, without prior notice to you and in MyInternetPartner.Com's sole and exclusive discretion, either remove and erase the material from Your Web Site, and/or disable public access to the material on Your Web Site, and/or cease hosting Your Web Site, without any liability of any kind to MyInternetPartner.Com from either you or any third party.

7.9.

You agree that in the event that MyInternetPartner.Com is informed by any party that your domain name or any material on Your Web Site infringes the copyright of any party, or violates the right of publicity or privacy of any party, or consists of any other claim or violation of intellectual property rights of any kind, then MyInternetPartner.Com may, without prior notice to you and in MyInternetPartner.Com's sole and exclusive discretion, either remove the material from Your Web Site, and/or disable public access to your domain name or the material on Your Web Site, and/or terminate this Agreement, without any liability of any kind to MyInternetPartner.Com from either you or any third party. As more completely set forth in Sections 5, 6 and 9, you waive any and all claims you may have, now and forever, against MyInternetPartner.Com relating to any action taken in response to the claim that you have infringed the intellectual property rights of a third party, and agree to indemnify and hold harmless MyInternetPartner.Com from and against any such claims.

7.10.

You affirmatively represent, agree and warrant that you have and at all times shall have all necessary intellectual property rights, including, but not limited to, all copyrights, trademark and service mark rights and rights of publicity, both in the United States and throughout the world, to reproduce and disseminate, via the Internet, Your Data or Content which you otherwise promote, advertise, disseminate and/or distribute to anyone by your direct or indirect use of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment, prior to and at all times during the time such materials are promoted, advertised, disseminated or distributed through any direct or indirect use of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment.

7.11.

You agree and warrant that Your Data shall not constitute or contain or link to material which is libelous, slanderous, defamatory, or which will violate or infringe upon or will otherwise give rise to any adverse claim with respect to any common law or other right of any person or other entity, including, without limitation, privacy rights and all other personal and proprietary rights. You agree not to collect the personally identifiable data of any person without that person's consent, records of which shall be maintained throughout the term of this Agreement and for three years afterward. If you collect this data through Your Web Site you shall do so only pursuant to a posted privacy policy disclosing any and all uses of such identifiable data and in compliance with applicable law.

7.12.

You agree and warrant that Your Data shall not contain or link to any material which is harmful, violent, threatening, abusive or hateful.

7.13.

You agree and warrant that Your Data and any and all material(s) of every kind which you transmit using MyInternetPartner.Com's Services or Equipment shall at all times be free from any and all damaging software defects, including, but not limited to, software "viruses", "worms", "Trojan Horses," and other source code anomalies, which may cause software or hardware disruption or failure, reduced computer operating speed, or compromise any security system. You agree that you will not attempt to access the MyInternetPartner.Com Equipment or Web Site or another customer's Web Site without authorization, or use the MyInternetPartner.Com Services to to carry out, or assist in the carrying out of, any "denial of service" attacks on any other website or internet service.

7.14.

You agree and warrant that you shall not use any form of mass unsolicited electronic mail solicitations, news group postings, IRC posting or any other form of "spamming," "phishing," or "mail bombing," and MyInternetPartner.Com reserves the right to block mail from any source which MyInternetPartner.Com believes, in its sole discretion, is being used to send such unsolicited e-mail, including but not limited to open mail relays.

7.15.

You agree and warrant that you shall not engage in any false, deceptive or fraudulent activities in association with your use of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment.

7.16.

You shall at all times use Web Site Space exclusively as a conventional Web Site. You shall not use the Web Site Space or Your Services in any way which may result in an excessive load on the MyInternetPartner.Com Equipment, including but not limited to installing or running web proxies, using your allotted space as online backup or storage, or mirroring mass downloads. Use of Web Site Space and Your Services shall be in a manner consistent with this Agreement and shall not in any way impair the functioning or operation of MyInternetPartner.Com's Equipment or network. Should your use of the MyInternetPartner.Com Services result in an overly high load on the MyInternetPartner.Com Equipment, in MyInternetPartner.Com's sole discretion, MyInternetPartner.Com may suspend your account until the cause of any such overload is determined and resolved.

7.17.

You agree and warrant that all applicable taxes have been paid or will be paid in full by you when due regarding all businesses and employees associated with your use of the MyInternetPartner.Com Services and that no taxing authorities shall have any claim against MyInternetPartner.Com or any persons affiliated therewith for the payment of such taxes.

7.18.

You represent and warrant that you are over eighteen years of age (twenty one in places where eighteen years is not the age of majority) and are fully competent to enter into this Agreement.

7.19.

You agree to comply with all Laws rules regarding online conduct and acceptable Content.

7.20.

You represent and warrant that you are not a national or resident of Burma/Myanmar, Cuba, Iran, Iraq, Libya, North Korea, Serbia, Sudan, and Syria or any other country subject to U.S. Treasury Department embargo restrictions, and that you are not listed in the "Entity List" or "Denied Persons List" maintained by the US Department of Commerce or the list of "Specially Designated Nationals and Blocked Persons" maintained by the US Department of Treasury. You further acknowledge that you are not a national or resident of a country whose name is otherwise omitted from the registration form for MyInternetPartner.Com Services. Residents of countries which are serviced by a MyInternetPartner.Com affiliate are required to contract with those MyInternetPartner.Com affiliates, and you represent and warrant that you are not a resident of one of those countries.

7.21.

You agree to abide by United States and other applicable export control laws and not to transfer or permit the transfer, by electronic transmission or otherwise, any content or software subject to restrictions under such laws to a destination prohibited under such laws, without first obtaining, and then complying with, any requisite government authorization. You further agree not to upload to your MyInternetPartner.Com account any data or software that cannot be exported without prior written government authorization, including, but not limited to, certain types of encryption software.

7.22.

You agree not to use your IMAP account for the storage of files other than in the course of normal e-mail usage.

7.23.

You shall not operate a chat room using the MyInternetPartner.Com Services unless expressly permitted by the terms and conditions of Your Services.

8. CONFIDENTIALITY, TRADEMARK, AND COPYRIGHT

8.1

During the course of this Agreement you may gain access to certain confidential, proprietary and trade secret business or technical information belonging to MyInternetPartner.Com in connection with MyInternetPartner.Com's performance of the MyInternetPartner.Com Services ("Confidential Information"). You agree to preserve the confidentiality of all Confidential Information that is provided in connection with the Agreement, and shall not,

without the prior written consent of MyInternetPartner.Com, disclose or make available to any person, or use for your own or any other person's benefit, other than as necessary in performance of your obligations under this Agreement, any Confidential Information of MyInternetPartner.Com. MyInternetPartner.Com retains all right and title to such Confidential Information.

8.2

MyInternetPartner.Com is a service mark of MyInternetPartner.Com Internet Inc. All rights reserved. The trademarks, logos, and service marks displayed on this Web Site (collectively, the "Marks") belong MyInternetPartner.Com and/or its affiliates or third parties which have licensed those rights to MyInternetPartner.Com ("Partners"); MyInternetPartner.Com and Partners retain all rights to the Marks and nothing in this Agreement grants you or anyone else any right whatsoever to the use of the Marks. You may not use, reproduce, or display any Marks without their owner's prior written consent. All other trademarks, product names, and company names and logos appearing on MyInternetPartner.Com's Web Site are the property of their respective owners.

8.3

Unless expressly stated otherwise on the MyInternetPartner.Com Web Site, you should assume that all content, images, and materials appearing on this Web Site (collectively the "MyInternetPartner.Com Content") are the sole property of MyInternetPartner.Com. Both U.S. and international copyright laws and treaties protect such MyInternetPartner.Com Content. You may not use, reproduce, display, or sell any MyInternetPartner.Com Content without MyInternetPartner.Com's prior written consent. You may not link to any page within MyInternetPartner.Com's Web Site or frame any portion of the site without MyInternetPartner.Com's prior written consent.

9. YOUR INDEMNIFICATION OF MyInternetPartner.Com.

You agree that you shall fully defend and indemnify MyInternetPartner.Com, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from any and all claims, demands, actions, suits, losses, liabilities, damages, injuries, fines penalties, costs and expenses, attorneys' fees, arbitration fees, mediation fees, expert expenses, and all other consequences of every kind, directly or indirectly resulting from any and all failure(s) of you or your agent(s) to fully comply with all duties, obligations and other provisions set forth in this Agreement, including, but not limited to, your warranties set forth in Section 7 or your violation of a third party's intellectual property rights. You further agree to defend, indemnify and hold harmless MyInternetPartner.Com, including its officers, directors, owners, managing agents, attorneys, shareholders, related entities, heirs, and assigns, from and against any and all claims, demands, actions, suits, loses, liabilities, damages, injuries, fines, penalties, costs and expenses, including, without limitation, reasonable attorneys' fees, arising out of any property damage or recoverable economic loss incurred by a third party, to the extent such damage or loss is caused by any act or omission of you or your agents in connection with the performance of this Agreement. You agree that MyInternetPartner.Com shall have the right to participate in the defense of any such claim through counsel of its own choosing at your expense.

10. NO JOINT VENTURE OR PARTNERSHIP

Nothing in this Agreement is intended by the Parties to create or constitute an agency, joint or collaborative venture, or partnership of any kind between MyInternetPartner.Com and you, nor shall anything in this Agreement be

construed as constituting or creating any such agency, joint or collaborative venture, or partnership between MyInternetPartner.Com and you. MyInternetPartner.Com shall have no control or ownership interests of any kind in your business. MyInternetPartner.Com shall have no direct financial or other interest in, nor in any way "own" any online "store" or other online venture pertaining to your use of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment. MyInternetPartner.Com's relationship to you shall be restricted to matters pertaining to the provision of the MyInternetPartner.Com Services as set forth in this agreement.

11. MyInternetPartner.Com HAS MADE NO REPRESENTATIONS REGARDING SUCCESS, MARKETS OR PROFITABILITY

11.1.

You confirm that you have unilaterally decided to enter the online and/or Web Site service business and that these are high risk businesses. You further confirm, understand, acknowledge and expressly agree that neither MyInternetPartner.Com, any agent or representative of MyInternetPartner.Com, nor any other person is currently representing or otherwise directly or indirectly communicating in any manner herein or otherwise, nor has at any time in the past, represented to you or has otherwise directly or indirectly communicated in any manner to you any guarantee, reassurance or any other communication of any kind regarding:

11.1.1.

the potential profitability, marketability, or likelihood of success of your endeavors through the use of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment as set forth herein or otherwise;

11.1.2.

the possibility or likelihood that use of any products and/or services provided by MyInternetPartner.Com pursuant to this Agreement can or will result in the recoument of any funds expended by you for any purpose; or

11.1.3.

the existence, nonexistence, size or any other characteristics of any market for any products or services which involve your use, in any manner, of the MyInternetPartner.Com Services or MyInternetPartner.Com's Equipment pursuant to this Agreement.

11.2.

You expressly acknowledge and agree that the success of any business endeavors which involve your use, in any manner, of the MyInternetPartner.Com Services and/or MyInternetPartner.Com's Equipment pursuant to this Agreement, like any other business endeavor, is subject to numerous factors, such as the effectiveness of its advertising and promotion, your administrative capabilities, etc., and that the ultimate success or failure of your business rests with you and not MyInternetPartner.Com. You further expressly agree not to raise any claim of any kind against MyInternetPartner.Com and to hold MyInternetPartner.Com harmless from any claim of financial investment or other loss to you directly or indirectly resulting from your decision to use the MyInternetPartner.Com Services and/or MyInternetPartner.Com's Equipment pursuant to this Agreement.

12. SERVICES RENDERED ON A NON-EXCLUSIVE BASIS.

Any and all services which are or may be provided to you by MyInternetPartner.Com pursuant to this Agreement, including the licensure of rights herein, are non-exclusive and nothing in this Agreement shall limit or

restrict MyInternetPartner.Com from providing similar services and granting similar licenses to third parties regardless of whether such third parties are competitors of you. Nothing in this Agreement shall limit or restrict MyInternetPartner.Com from engaging in any activities similar to yours or in competition with you.

13. NO EDITORIAL CONTROL BY MyInternetPartner.Com.

In reliance on your express warranties regarding Your Data, MyInternetPartner.Com shall neither have nor exert any editorial or other subjective control over the substantive content of Your Data . MyInternetPartner.Com does not engage in any monitoring of Your Data, and exercises no control over information which is found on the internet, except for its own Web Site. MyInternetPartner.Com cannot be held responsible for the accuracy, correctness, or legality of such information. You are solely responsible for the content of Your Web Site and for verifying the accuracy and suitability of information and services you obtain from third parties via the internet.

14. TERM AND TERMINATION.

14.1.

Unless sooner terminated pursuant to other terms of this Agreement, and except as otherwise provided in this Agreement, this Agreement shall be for an initial term of one year and shall be automatically renewed each month for additional one month periods unless and until sooner terminated pursuant to the provisions of this Section 14. MyInternetPartner.Com may accept prepayment for services to be provided under this Agreement, but such acceptance shall not modify or extend the term of this Agreement.

14.2.

Notwithstanding the provisions of Paragraph 14.1. to the contrary, MyInternetPartner.Com offers certain Hosting Packages for which the initial term of this Agreement shall be in excess of one month (the "Extended Term Packages"), at the end of which this Agreement shall renew automatically on a month-to-month basis pursuant to the terms of Section 14.1. Any and all service fees for the Extended Term Packages are due and payable for the entire initial term thereof, and should you terminate, attempt to terminate, or otherwise default on this Agreement prior to the end of the initial term you authorize MyInternetPartner.Com to charge the Payment Account for all such fees and charges for the remainder of such initial term. For the purposes of this Section, any modification of the server package shall be deemed a termination and shall entitle MyInternetPartner.Com to the fees owing on the Extended Term Package. Fees paid for the Extended Term Packages are not refundable unless this Agreement is terminated by MyInternetPartner.Com without cause pursuant to Section 14.3. or as otherwise agreed to in writing by MyInternetPartner.Com in its sole discretion.

14.3.

You or MyInternetPartner.Com may terminate this Agreement at any time for any reason, with or without cause, upon thirty days' written notice. However, you must pay a cancellation fee equal to 6 months of service, as well as any and all outstanding payments. MyInternetPartner.Com may suspend performance under or terminate this Agreement and cease transmission of data associated with Your Web Site immediately and without notice:

14.3.1.

if MyInternetPartner.Com, in its sole discretion, deems that you have breached any part of this Agreement, including, without limitation, any warranty or obligation set forth in Section 7,

14.3.2.

if your Payment Account provider refuses payment of fees or charges or you refuse authorization for same, or

14.3.3.

if payment for the MyInternetPartner.Com Services is more than fifteen days overdue.

14.4.

You further agree that in the event that MyInternetPartner.Com believes, in its sole discretion, that you have breached any provision(s) of Section 7 of this Agreement, or any of its subparts, by storing or allowing material such as that described in the aforementioned Section 7, or any of its subparagraphs, to be transmitted by MyInternetPartner.Com's Equipment, that MyInternetPartner.Com may without any liability to you, and in addition to any other remedies, erase or purge such materials from MyInternetPartner.Com's Equipment without prior notice to you.

14.5.

After termination, you will no longer have access to your account and Your Data, including but not limited to e-mails, log files, databases, or other data files associated with your account may be deleted. MyInternetPartner.Com accepts no liability for such deleted information or content.

15. PRIVACY.

15.1.

It is MyInternetPartner.Com's policy to respect your privacy. MyInternetPartner.Com will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless MyInternetPartner.Com deems it necessary, in its sole discretion, to:

15.1.1.

comply with legal process or other legal requirements, including but not limited to responding to civil or criminal subpoenas, search warrants, national security letters, or other requests for information from law enforcement officials;

15.1.2.

protect and defend the rights or property of MyInternetPartner.Com or its officers, agents, affiliates, and licensees;

15.1.3.

enforce this Agreement; or

15.1.4.

protect the interests of other MyInternetPartner.Com customers.

15.2.

NOTWITHSTANDING THE PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, MyInternetPartner.Com RESERVES THE RIGHT (SUBJECT TO APPLICABLE LOCAL LAW), IN ITS SOLE DISCRETION, TO MONITOR YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO THE USE OF A USER'S MAIN ACCOUNT AND ANY SUB-ACCOUNTS, FOR THE PURPOSE OF

INVESTIGATING VIOLATIONS OF THIS AGREEMENT OR TO ASSIST WITH CRIMINAL OR CIVIL INVESTIGATIONS.

15.3.

Your IP address is transmitted and recorded with each message you send using the MyInternetPartner.Com Services. MyInternetPartner.Com does provide certain information in aggregate form collected from and relating to you to third persons such as advertisers. For a more detailed description of the types and uses of personal information collected from you, please read the MyInternetPartner.Com Privacy Policy.

15.4.

INTERNATIONAL CUSTOMERS UNDERSTAND AND AGREE THAT THE MyInternetPartner.Com SERVICES ARE PROVIDED BY MyInternetPartner.Com INTERNET, INC. IN THE UNITED STATES OF AMERICA. THE PERSONAL INFORMATION WHICH YOU GIVE MyInternetPartner.Com WILL BE TRANSFERRED TO AND MAINTAINED IN THE UNITED STATES AND ELSEWHERE. IF YOU DO NOT CONSENT TO THIS TRANSFER, DO NOT ACCEPT THE TERMS AND CONDITIONS FOR THE MyInternetPartner.Com SERVICE. INTERNATIONAL CUSTOMERS FURTHER UNDERSTAND AND AGREE THAT MyInternetPartner.Com MAY DISCLOSE PERSONAL INFORMATION ABOUT THEM AND THEIR WEBSITE OR DOMAIN NAMES PURSUANT TO THIS SECTION, AND WAIVE ANY RIGHTS TO PRIVACY OR PROTECTION OF PERSONAL DATA RELATING TO SUCH INFORMATION TO THE FULLEST EXTENT PERMITTED UNDER NATIONAL AND INTERNATIONAL LAW.

16. SEVERABILITY.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included. The invalidity or unenforceability of any provision(s) of this Agreement shall not affect the validity or enforceability of any other provision.

17. NON-ENFORCEMENT DOES NOT CONSTITUTE WAIVER.

Failure of MyInternetPartner.Com at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provision(s) or the exercise of any other right hereunder. No waiver of a breach of this Agreement shall be valid unless made in writing and signed by duly authorized representative of MyInternetPartner.Com.

18. NOTICES.

18.1.

MyInternetPartner.Com may provide notice to you via e-mail sent to the e-mail address provided by you upon registration or as subsequently provided by you to MyInternetPartner.Com. Such notice is deemed effective whether you receive it or not and shall be deemed written notice for the purposes of this Agreement.

18.2.

You may provide notice to MyInternetPartner.Com in one of the following ways:

18.2.1.

by personal delivery;

18.2.2.

by addressing the notice as indicated below and depositing the same by registered or certified mail, postage prepaid, in the United States mail, MyInternetPartner.Com Internet Inc. 701 Lee Road, Suite 300 Chesterbrook, PA 19087 With a copy to The Erb Law Firm, PC 5901 Ridge Avenue, Suite 100 Philadelphia, PA 19128;

18.2.3.

by Federal Express;

18.2.4.

by facsimile transmission; or

18.2.5.

by e-mail and registered or certified mail.

18.3.

Such notice, statement or other document so delivered to MyInternetPartner.Com, except as this Agreement expressly provides otherwise, shall be conclusively deemed to have been given when first personally delivered, on the date of delivery or on the first date of receipt. Notice by e-mail to MyInternetPartner.Com shall be deemed ineffective, null and void unless a copy of such notice is also sent by registered or certified mail, and postmarked not more than five days subsequent to the giving of e-mail notice. Any such e-mail notice to MyInternetPartner.Com shall be deemed effective as of the date on which MyInternetPartner.Com receives the certified or registered mail notice.

19. FORCE MAJEURE.

19.1.

In the event of "force majeure" (as defined below), MyInternetPartner.Com may terminate this Agreement without liability to you. For purposes of the Agreement, "force majeure" shall mean circumstances or occurrences beyond MyInternetPartner.Com's reasonable control, whether or not foreseeable at the time of entering into the Agreement, in consequence of which MyInternetPartner.Com cannot reasonably be required to perform its obligations hereunder or otherwise perform its obligations under the Agreement. Such circumstances or occurrences include, but are not limited to: acts of God, war, civil war, insurrection, fires, floods, labor disputes, epidemics, governmental regulations and/or similar acts, embargoes, termination or temporary unavailability of any computer hardware or software, server, or network on which the MyInternetPartner.Com Services are located or maintained or through which the MyInternetPartner.Com Services are provided, and nonavailability of any permits, licenses and/or authorizations required by governmental authority.

19.2.

MyInternetPartner.Com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the MyInternetPartner.Com Services (or any part thereof) with or without notice. You agree that MyInternetPartner.Com shall not be liable to you or to any third party for any modification, suspension or discontinuance of the MyInternetPartner.Com Services.

20. NO ASSIGNMENT BY YOU; ASSIGNMENT BY MyInternetPartner.Com.

This Agreement and the rights pertaining hereto may not be assigned, resold, or otherwise transferred in whole or in part by you without MyInternetPartner.Com's prior written consent. In particular, you may not

sell accounts or subaccounts to third parties. Notwithstanding the above, this Agreement shall be binding upon your successors and assigns, if any. MyInternetPartner.Com may assign or license any or all of its rights and/or obligations hereunder in its free, sole, and unfettered discretion.

21. ARBITRATION AND WAIVER OF JURY TRIAL.

21.1.

ANY AND ALL DISPUTES AS TO THE INTERPRETATION OF OR ANY PERFORMANCE UNDER THIS AGREEMENT WHICH ARE NOT FIRST RESOLVED INFORMALLY, SHALL BE DETERMINED BY BINDING ARBITRATION IN Nashville, Tennessee IN ACCORDANCE WITH THE RULES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC ("JAMS") AND IN ACCORDANCE WITH THE RULES OF JAMS. Any award arising out of such arbitration shall be subject to entry as a judgment by any court of competent jurisdiction in the United States. Any action to confirm or vacate such an award must be brought in either the Court of Common Pleas of Nashville, Tennessee or the United States District Court for the District of Tennessee. You consent to personal jurisdiction and venue in such courts and you waive any challenge to personal jurisdiction or venue in such courts. You further agree that MyInternetPartner.Com shall be entitled to collect its attorneys' fees, costs and other expenses in the event that MyInternetPartner.Com acts to enforce this arbitration and forum selection clause, regardless of whether MyInternetPartner.Com prevails in the underlying action. The final award in any such arbitration proceeding shall be subject to entry as a judgment by any court of competent jurisdiction, provided that such judgment does not conflict with the terms and provisions hereof. The jurisdiction of the arbiter (or arbiters) with respect to legal matters shall be limited only by the statutory and common law of the Commonwealth of Tennessee and the federal law of the United States of America. There are no exceptions to these mandatory arbitration provisions except as set forth in Sections 21.2 and 21.3.

21.2.

Notwithstanding the provisions of Section 21.1, if you fail to timely pay amounts due MyInternetPartner.Com may assign your account for collection and the collections agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by Law or this Agreement.

21.3.

Nothing in Section 21.1 shall preclude MyInternetPartner.Com from: (i) seeking and obtaining any injunctive relief or attachment and expedited discovery or other equitable relief to enforce the terms of this Agreement or to remedy a breach thereof, or (ii) bringing an action to enforce this Agreement or the provisions hereof in the event JAMS will not or cannot arbitrate a particular dispute. Any action under this section 21.3 may be brought in either the United States District Court for the Eastern District of Pennsylvania or the Common Pleas Court of Philadelphia County Pennsylvania, and each party consents to the in personam jurisdiction of such Courts for the purpose of any such action or proceeding. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction of the United States District Court for the District of Nashville or the Common Pleas Court of Davidson County Tennessee.

21.4

In addition to the foregoing, YOU HEREBY AGREE THAT AS A PART OF THE CONSIDERATION FOR THIS AGREEMENT, YOU WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY DISPUTE ARISING BETWEEN YOU AND MyInternetPartner.Com THAT IS IN ANY WAY

RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, and that such waiver shall be enforceable up to and including the day that trial is to start, and even if the arbitration provisions of this paragraph are waived.

21.5

Neither you nor MyInternetPartner.Com may be a representative of other potential claimants or a class of potential claimants in any dispute concerning or relating to this Agreement, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. YOU AND MyInternetPartner.Com ACKNOWLEDGE THAT THIS SECTION 21.5 WAIVES ANY RIGHT TO PARTICIPATION AS A PLAINTIFF OR AS A CLASS MEMBER IN ANY CLASS ACTION

21.6

This Agreement shall be interpreted according to the laws of the Tennessee, United States of America, and, where applicable, the federal law of the United States of America, without regard to conflicts of law principles.

22. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes and cancels all other prior agreements, discussion, or representations, whether written or oral. No officer, employee or representative of MyInternetPartner.Com or you has any authority to make any representation or promise in connection with this Agreement or the subject matter thereof which is not contained expressly in this Agreement, and MyInternetPartner.Com and you hereby acknowledge and agree that neither MyInternetPartner.Com nor you have executed this Agreement in reliance upon any such representation or promise.

23. MODIFICATION.

23.1.

This Agreement may be materially altered by MyInternetPartner.Com by posting the new version of the Agreement at www.MYINTERNETPARTNER.com and if posted in this manner, shall be effective immediately upon posting such notice. In the event that MyInternetPartner.Com does materially change the terms of this Agreement, you accept and shall be bound by such changed terms unless you opt to terminate the Agreement within 180 days of the posting of notice of such change.

23.2.

You may not modify this Agreement, in whole or in part, and any such modification or attempt to modify shall not be enforceable unless reduced to writing and signed by a duly authorized representative of MyInternetPartner.Com. No additional or conflicting term in any other document used by you will have any legal effect.

24.

I understand my credit card will be billed for services rendered and that there are no credits or returns. All sales are final. You may cancel at anytime, however there is a \$350.00 cancellation fee.

25.

All content you submit will be added as is to the final project. The only time this will not be the case is if photos, digital images or text has to be edited to fit within the design scope of the project.

26. STATUTE OF LIMITATIONS.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.