

**PLEASE REVIEW THE SERVICE AGREEMENT THOROUGHLY.**

By subscribing to, or by the use of, this service, I have agreed to abide by this Service Agreement as stated herein. Further, I represent that I am the cardholder of the credit card, if provided. I authorize ETI to charge the credit card for the purchase amount of the Internet Service account and thereafter any and all charges & fees as and when applicable to my account and services that I or any of my representatives use including but not limited to the charge for auto renewal of this service. I understand this service will be activated upon receipt of payment by ETI. I personally accept full responsibility for this service and all amounts due hereunder. I have read, understood and accept all pages of this agreement.

In this Agreement for Services (this "Contract"), the party who is contracting to receive services will be referred to as "Customer," and the party who will be providing the services will be referred to as "ETI." This Contract is entered into by and between Customer who has requested the Services, and **ETI, L.L.C. of Centennial Center, Suite 106, Berlin, New Jersey 08009, USA**, who is willing to provide the Services. This Contract is made effective as of the date and time of the first logon by the Customer or the date and time of payment to ETI by Customer or the date and time of the domain service, whichever is earlier.

1. **Access Speed:** High-speed Internet access is dependent on many technical factors outside the direct control of ETI. While we do offer high-speed access facilities in many locations, the ability to achieve such access is not guaranteed by ETI.
2. **POP Use:** Customer is responsible for determining which ETI POP (Point of Presence) is most appropriate for their use for the local dial-in number and configuring their systems accordingly. ETI will not be responsible for a Customer's phone charges and or any related costs under any and all circumstances and or reasons and therefore customer agrees to indemnify ETI from all associated costs.
3. **Usage Limits:** All Accounts are single "User" interactive-use-only accounts. Idling, running servers, multiple connections (logons), unattended processes, or customer connections or other non-interactive usage; are not permitted. These may include but are not limited to IRC "Bots", IRC Scripts or programs running in the background or from a remote terminal via screen. [Not applicable to "PRO" Accounts, which are non-interactive] Customer understands that the system has several security features built in to enforce this requirement such as auto idle timeout disconnect, session limit disconnect and other similar features that will disconnect the Customer's connection should the limit be reached on these interactive accounts. Limits may change from time to time at the sole discretion of ETI management for such things as but not limited to "Idle time", "Session time", and "Expire time".
4. **Acceptable Use Policy [AUP]:** Customer agrees to be responsible to know and abide by the ETI Acceptable Use Policy "AUP" of this system, published online. This is a live document that may change from time to time at the sole discretion of ETI management and Customer agrees to review it periodically at <http://aup.eticomm.net/>. Further, Customer accepts that if Customer is found in violation of any part or parts thereof of the AUP, whether Customer was aware of such policy or not, that the Service will terminate and there will be no refunds under any circumstance.
5. **Bandwidth usage:** Customer accounts that have online storage that is used for either storing files and or for web site file serving and or any other similar use that uses bandwidth for upload and download, is allowed a limited amount of data transfer (or 'Bandwidth usage') per month free of charge. These limits vary with account type and customer understands these limits may be changed with or without notice to customer at the sole discretion of ETI management. Should the usage exceed these limits in any given month Customer understands that a 'bandwidth overage fee' applies and is due and owed. Customer agrees to pay all bandwidth overage fees at the then current rate at the time of overage occurrence.
6. **Virtual Domain Maintenance [VDM]:** A Virtual Domain Name Service Maintenance fee applies per month per domain and does NOT include the Registrars' domain charges. Registrar Domain name related charges are billed separately to the customer and are the domain owner's responsibility. Customer agrees to indemnify ETI for any and all costs, damages, torts and or any other similar expense including all attorneys' fees relating to domain names including but not limited to domain name disputes, and domain name Registrar expiration termination issues & consequences. Customer agrees to pay a "Domain Parking Fee" per domain for all domains 'parked' at ETI per the then current pricing and service policy.
7. **Payment Options:** Payment options are: Personal or Business check, Money order, Certified check, Cashiers check and all major credit cards. Credit card is required for monthly billing option. Credit card is required for 'My Access' account. Credit card transactions will appear as "ETI" in the customer's credit card statement. ETI may require at its discretion credit worthiness reviews of customer from time to time and based upon such review may modify these terms as deemed necessary by ETI including but not limited to the requirement of a deposit, which while held on account will not accrue any interest. Payments are due within 10 days of the invoice date. Late payments apply for overdue and past due amounts.
8. **Minimum Charges:** Customer understands this service has a minimum one-month subscription requirement plus setup fee as applicable. If an account is canceled prior to account expiration, the fee for one month of service plus setup fee(s) or the number of used months of service plus setup fee(s), whichever is greater, remain chargeable and are non-refundable. ETI provided equipment such as modems, ISDN modems and or LAN modems must be returned when canceling any accounts. Customer may opt for ETI Pickup service and agrees to the one-time fee of \$100 per pickup. If the returned equipment is faulty or if the packaging is missing parts, documents and or components, customer agrees to pay \$300 per modem and or \$500 per LAN modem. 'My Access' accounts include a limited number of hours of usage per month after which additional usage is billed at a rate per minute as described in paragraph 15 below. Customer will be billed for final usage billing after cancellation or termination of the account, which will be usage up to the actual termination of account.
9. **Taxes & Other Charges:** Customers are subject to other charges that may include but are not limited to local, state and federal charges such as FCC charges and Federal Universal Service Fund [FUSF] charges, which may vary from time to time, where applicable.
10. **Late payments:** Late payments (overdue and past due amounts) on any account will cause the account to be deactivated until full payment including interest at two (2) percent per month on the overdue and past due amounts has cleared deposit to an ETI bank account. A reactivation fee of \$20 will apply if the account is deactivated for any reason and must be paid to ETI before the account is reactivated. Domains of a deactivated and or past due account shall be converted to the complete control of ETI until such time as payment in full is satisfied. Customer agrees to pay two (2) percent finance charges on any and all outstanding amounts per month for every month until the outstanding fees and charges are paid in full including finance charges. Accounts terminated for late payment or non-payment may be submitted for Collection. Any and all costs including collection costs, attorneys' fees, court costs, filing costs and any other cost associated with the collection efforts are the responsibility of the Customer and Customer agrees to compensate ETI for any and all such costs.
11. **Refund Policy:** Eligible customers may ask for refunds. Refunds are based upon the unused portion of the customer's subscription time by the month and not by the day. **NO REFUNDS WILL BE GIVEN FOR SETUP FEES, DOMAIN NAME FEES, CHECK AND OR CREDIT CARD RELATED FEES AND BANDWIDTH FEES. MINIMUM ONE MONTH OF SUBSCRIPTION FEE AND SETUP FEE IS CHARGEABLE WHETHER THE SERVICE WAS USED OR NOT.** All promotional and prepayment discounts are void upon cancellation and or termination. No refunds are provided to customers whose accounts have been terminated due to any violation of the ETI AUP [Acceptable Use Policy] and or due to any violation of this agreement. All refunds under \$100 are processed in approximately 30 days. Refunds over \$100 are processed in approximately 60 days by company check US Post mail delivered to the customer address on record at the time of processing.
12. **Service Term Discounts:** Customer may elect one of the following Service Term Discounts also referred to as the "Lock-In-Your-Savings Plan" which are prepay plans. Customer understands that if no Service Term is selected below then a) all Service fees will be billed monthly b) Customer may only select Credit Card payment terms and c) prices and fees are subject to change with or without notice to Customer.
  - 1 Year Term - 2 Free months when 10 months are prepaid
  - 2 Year Term - 5 Free months when 19 months are prepaid
  - 3 Year Term - 8 Free months when 28 months are prepaid
13. **Service Auto-Renewal:** Customer understands and agrees that Customer's account will automatically renew for equal Contract Term periods as the initial purchased Contract Term, unless customer in writing requests termination or a change of the Contract Term option 15 days prior to expiration of the then current term. Auto renewal Term service rate(s) will be the then current pricing and fees.
14. **Service Termination:** Request for account termination must be submitted in writing. Termination of the account will become effective no sooner than the last day of the month in which the termination request is received by ETI. For example, if the Termination request is received on the 20<sup>th</sup> of June, the Effective Termination date may be no sooner than the 30<sup>th</sup> of June. All fees and charges unpaid on the Account become due and owed immediately.
15. **Pricing:** Customer agrees to the following pricing and understands that ETI will maintain such pricing during the term of the account as elected by Customer. Customer accepts that pricing may change from time to time at the sole discretion of ETI management and such changes will apply to Customer account upon Term renewal:
  - Direct Dial Surfer<sup>®</sup> w/Hosting \$20 setup, \$23.95 / month
  - Direct Dial SurferPRO<sup>®</sup> w/Hosting \$50 setup, \$42.95 / month
  - Direct Dial Browser<sup>®</sup> \$20 setup, \$19.95 / month
  - Direct Dial My Access<sup>®</sup> \$20 setup, \$11.95 / month
    - [600 minutes included. Overage billed at \$0.10 per minute/month]
  - Home Base<sup>®</sup> Hosting [50MB] \$20 setup, \$25.95 / month
  - eFeed<sup>®</sup> \$50 setup, \$25.95 / month
    - [UUCP, ETRN, Usenet]
  - ISDN Dial ISurf64<sup>®</sup> \$50 setup, \$20.95 / month

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- [100 single-channel hours included per month. Overage fees apply.]
- ISDN Dial INet64<sup>®</sup> \$100 setup, \$30.95 / month
  - [ETI ISDN modem provided for term. 200 single-channel hours included per month. Overage fees apply.]
- ISDN Dial INet128<sup>®</sup> \$100 setup, \$40.95 / month
  - [ETI ISDN modem provided for term. 200 single-channel hours or 400 dual-channel hours included per month. Overage fees apply.]
- ISDN Dial INet128-LAN<sup>®</sup> \$100 setup, \$70.95 / month
  - [ETI ISDN Router / modem provided for term. 300 single-channel hours or 600 dual-channel hours included per month. Overage fees apply.]
- BizNet Bundle 64-10<sup>®</sup> \$200 setup, \$190.95 / month
  - [ETI ISDN Router / modem provided for term. 10 email accounts included. 50MB Hosting included. 300 single-channel hours included per month. Overage fees apply.]
- BizNet Bundle 128-10<sup>®</sup> \$200 setup, \$280.95 / month
  - [ETI ISDN Router / modem provided for term. 10 email accounts included. 50MB Hosting included. 300 single-channel hours or 600 dual-channel hours included per month. Overage fees apply.]
- Host Direct Level 1<sup>®</sup> [100MB] \$50 setup, \$29.95 / month
  - [20 email accounts included. 100MB Hosting included. 20GB bandwidth usage included. Overage fees apply. See below for details.]
- Host Direct Level 2<sup>®</sup> [200MB] \$50 setup, \$39.95 / month
  - [30 email accounts included. 200MB Hosting included. 30GB bandwidth usage included. Overage fees apply. See below for details.]
- Host Direct Level 3<sup>®</sup> [500MB] \$50 setup, \$49.95 / month
  - [50 email accounts included. 500MB Hosting included. 50GB bandwidth usage included. Overage fees apply. See below for details.]
- Host Direct Level 4<sup>®</sup> [1000MB] \$50 setup, \$59.95 / month
  - [100 email accounts included. 1000MB Hosting included. 100GB bandwidth usage included. Overage fees apply. See below for details.]
- Host Direct Level 5<sup>®</sup> [2000MB] \$50 setup, \$69.95 / month
  - [200 email accounts included. 2000MB Hosting included. 200GB bandwidth usage included. Overage fees apply. See below for details.]
- Block of 5 Email boxes \$20 setup, \$20.95 / month
- One 5MB Email box \$10 setup, \$5 / month
- One 10MB Email box \$10 setup, \$7 / month
- One 20MB Email box \$10 setup, \$10 / month
- One 30MB Email box \$10 setup, \$15 / month
- One 50MB Email box \$10 setup, \$20 / month
- 50MB of Storage \$10 setup, \$5 / month
- ISDN Overage Fee \$0.20 per single-channel / hour / month
- Bandwidth Overage Fee \$10 per 1GB or part thereof per month
- Virtual Domain Maintenance \$20 setup, \$5 / month
- One Static IP address \$10 setup, \$6.50 / month
- Check Return Fee, Credit Card Decline Fee, Credit Card Chargeback Fee \$35 each incident

ETI reserves the right to revise this Contract (Service Agreement), billing rates, charges and services provided under this Agreement with or without notice to Customer.

16. **Loss of Data:** Customer assumes full responsibility for data storage and maintaining backups or copies of their files and web site programs, scripts, macros and other electronic data that are unique to Customer and reside on the ETI server(s). Customer accepts and agrees that ETI is not liable for the loss of Customer files and web site programs, scripts, macros and other electronic data that are unique to Customer that reside on the ETI server(s). In the event of technical difficulties, ETI will make best efforts to resolve the difficulties in the shortest time frame technically and physically possible. ETI agrees to perform faithfully, industriously, and to the best of their ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Customer.
17. **Warranty:** ETI shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in ETI's industry, and will provide a standard of care equal to, or superior to, care used by service providers similar to ETI of similar Services. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
18. **Limitation of Liability:** The customer agrees that ETI's entire liability, in the event of any damages related to this agreement, including damages resulting from any errors or omissions shall be limited to an amount not exceeding the monies paid by the customer for this service. In those states that do not allow the exclusion or limitation of liability for consequential or incidental damages, ETI liability is limited to the extent permitted by law. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **Disclaimer:** ETI disclaims any and all loss or liability resulting from, but is not limited to: a) loss or damage of data; b) loss or damage of software or hardware; c) loss or damage resulting from service delays or service interruptions; d) loss or damage resulting from computer viruses; e) loss or damage resulting from the non-delivery or mis-delivery of data; f) loss or damage resulting from any errors, omissions, or misstatements in any and all information, goods or services obtained on or through this Service and or through ETI staff, g) loss or damage resulting from any performance or non-performance of ETI relating to Service, h) loss or damages claimed by any third party against Customer resulting from Customer's use of ETI Services and or Customer's web site and i) loss or damage resulting from any acts of God, j) loss or damage resulting from any acts of terrorism.
20. **Severability:** If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
21. **Entire Agreement:** This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract and there are no other promises or conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Contract.
22. **Waiver of Contractual Right:** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
23. **Assignment:** Customer may not assign or transfer this Contract without the prior written consent of ETI, which approval shall not be unreasonably withheld.
24. **Applicable Law:** This Agreement shall be governed by the laws of the State of New Jersey, in the United States of America.