

THE FOLLOWING DOCUMENTS ARE CONTRACTS - LEGALLY BINDING AGREEMENTS. PLEASE READ THESE AGREEMENTS CAREFULLY BEFORE REGISTERING FOR INTERNET SERVICE WITH NEGIA, INC. BY REGISTERING FOR INTERNET SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW.

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NEGIA, INC. INTERNET SERVICES AGREEMENT

Negia Inc. (hereinafter referred to as "Negia") desires to provide and the Customer (hereinafter referred to as the "Customer") desires to use the Internet services provided by Negia, subject to the terms and conditions of this Agreement (hereinafter referred to as the "Agreement"), as Negia may amend this agreement from time to time.

1. Service

The Service provided by Negia to the Customer includes one or more of the following: Internet Access via dialup, ISDN, DSL, T1 or Metro-Ethernet; electronic mail ("email") including the use of an electronic mail address; web site hosting on Negia's servers; co-location, dedicated server hosting and other Internet services.

Negia agrees to provide Service to the Customer for the sole use of the Customer. Customer agrees not to resell the Service or to make it available to any unauthorized person or entity.

Any means of identification assigned to Customer by Negia in order for Customer to use the Service is and will remain the property of Negia. At Negia's sole discretion, this identification may be altered or replaced at any time. These means of identification include but are not limited to account usernames and email addresses.

Negia makes no guarantees as to the continuous availability of the Service or any specific feature of the Service or fitness of the service for any particular purpose. Negia reserves the right to change the Service at any time with or without notice. Features of the Service which are subject to change include, but are not limited to: access procedures, commands, documentation, hours of operation & support, menu structures, domain name, subdomain names, email addresses, and vendors.

By using any of the services provided by Negia, Customer is bound by and must comply with this agreement in its entirety. Violations of the terms and conditions herein set forth will result in cancellation of the Service, assessment of cancellation charges and/or other such action as Negia, in its sole discretion, may deem appropriate.

2. Registration Requirements

Customer must be at least 18 years old to register for this Service. Acceptable registration methods include the following: printed service order form with Customer's signature. Registration for a service does not guarantee availability of the service.

Customer agrees to provide Negia with accurate and complete billing information. This information must include Customer's legal name, type (individual or business), driver's license number & state if an individual or Federal EIN if a business, address, telephone number and payment method, including valid credit card information, if applicable. Any change to this information must be reported to Negia in the manner specified by Section 11 no later than 30 days after such change becomes effective.

Customer assumes responsibility for all charges posted to Customer account. Charges will continue to accrue until Customer terminates the Service pursuant to Sections 10 and 11.

3. Fees, Payments and Payment Methods

Customer agrees to pay account balance by the Due Date, as indicated on the Customer invoice. If the Customer's account balance is not paid in full by the Due Date, Negia may, at its sole discretion, suspend and/or cancel the Service to the Customer. If Customer's service is cancelled, any applicable Cancellation charges will be added to the Customer's account balance. If Customer's service is suspended, regular charges continue to accrue until Customer terminates the Service and pays any remaining account balance. The following charges will be added to the Customer's account balance when service is suspended for late payment: \$25.00 for DSL service; \$15.00 for any dialup, virtual mail server or web hosting service; \$200.00 for any T1, dedicated server or co-location service.

One Time charges are posted to the Customer's account balance and are Due upon receipt of a signed order form at Negia, or upon delivery to the Customer, whichever occurs first. Monthly Service charges are posted to the Customer's account balance and are Due regularly according to the Payment Term and before the service has been delivered, beginning upon the first use of the Service by the Customer or upon notification to the Customer that service has been made available, whichever occurs first. The standard Payment Term is monthly unless specified otherwise on the Service order form. Negia does not provide pro-rated refunds for the unused portion of the current month of service at the time of service cancellation.

Interest charges of 1.5% per month (or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance that remains 30 days after the Due Date. Customer agrees to pay all attorney and collection charges arising from efforts to collect any unpaid balance.

Negia will accept from Customer the following forms of payment: Visa, Mastercard, American Express, Discover, Personal or Business Checks, Electronic Funds Transfer.

If Customer elects to pay for the Service by a credit or charge card: (a) Customer agrees to allow Negia to bill the card on each successive billing date without obtaining Customer's permission after the initial charge, and (b) Negia does not send any printed bill or receipt. Customer's credit or charge card statement will be Customer's receipt, and (c) Customer shall notify Negia of any changes in credit or charge card number or expiration date, and (d) Due Dates are indicated on the invoice that is sent to the email address provided by the Customer at the time of signup. Customer is responsible for notifying Negia of current email address and for knowing recurring Due Dates regardless of receipt of emailed invoice, and (e) Customer understands and agrees that the charge may be processed up to five days before the Due Date.

If Customer elects to pay for the Service by a Personal or Business Check: (a) Customer authorizes Negia either to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process the payment as a check transaction.

When Negia uses information from Customer's check to make an electronic fund transfer (a process referred to as electronic check conversion), funds may be withdrawn from Customer's account as soon as the same day Negia receives Customer's payment, and Customer will not receive Customer's check back from Customer's financial institution. Although Customer may not opt out of electronic check conversion when paying by check, Customer may choose another payment method, such as cash or credit card. (b) Customer may be required to provide Negia with a fully completed Check Payment Application, and (c) advance payment and or deposits for certain services may be required, and (d) Due Dates are indicated on the invoices that are mailed to the Customer. Customer is responsible for notifying Negia of current mailing address and for knowing recurring Due Dates regardless of receipt of invoice, and (e) checks that are dishonored for any reason are subject to a service fee of \$30 per dishonored check.

If Customer elects to pay for the Service by automatic electronic funds transfer: (a) Customer will provide Negia with a fully completed Automatic Payment Plan Application, and (b) Due Dates are indicated on the invoice that are sent to the Customer. Customer is responsible for notifying Negia of current email address and for knowing recurring Due Dates regardless of receipt of emailed invoice, and (c) transactions that are dishonored for any reason are subject to a service fee of \$30 per dishonored transaction, and (d) the charge will be initiated by Negia and processed up to five days before the Due Date.

Customer may change the payment method by notifying Negia in writing and completing the appropriate requirements of the new form of payment. As a customer courtesy and on a one-time or otherwise limited basis, Negia may, at its sole discretion, choose to accept alternate forms of payment. Negia's acceptance of such payment shall not be construed as a change in payment method, and shall not be construed as a waiver of any provision of this agreement.

Customer agrees to pay all Sales and Use Taxes, Duties, Recovery Fees, Levies or other Taxes that are required by applicable law.

Fees paid to Negia are nonrefundable, unless specifically stated otherwise in writing.

Negia will evaluate partial refunds for service outages subject to the following conditions: i) Customer must inform Negia of any service outage in writing within two (2) days of the outage; ii) Upon notification, Negia must be able to verify that the source of the outage is not from the Customer or the Customer's premises or equipment iii) Duration of service outage must exceed four (4) working days for dialup Internet access or web hosting or email service; or seven (7) working days for any DSL or T1 or co-location or dedicated server service iv) Amount of refund will be prorated based solely on the duration of the service outage and the Monthly service fee v) Under no circumstances shall Negia provide a refund for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the inability to use the Service; either by the Customer or by other authorized user(s) of the Customer's account.

If Customer believes that Negia has billed Customer in error, Customer must contact the Billing department in writing within 30 days of the transaction date of the charge. Refunds or

adjustments will not be given for any charges which are more than 30 days old.

Local access dialup numbers may not be available in all areas served by Negia. It is the Customer's sole responsibility to determine if use of a particular dialup number will cause Customer to incur long-distance, toll or other charges. Negia is not responsible for any long distance, toll or other telecommunications charges incurred by Customer through use of the Service.

Negia reserves the right to change prices and institute new charges at any time. Negia may provide an online or email notice at least 30 days prior to such changes.

4. Use of the Service

Customer agrees to abide by the terms of Negia's then current Acceptable Use Policy. The terms of Negia's then current Acceptable Use Policy is expressly incorporated into and made a part of this Internet Service Agreement.

If Customer is a natural person (an "Individual"), only the Customer and immediate members of Customer's household are authorized to access the Service through the Customer's account.

If Customer is any entity other than an Individual, or if Customer connects to the Service through a telephone line designated as a business line, such Customer shall be termed a "Business". Only immediate members of the Customer's business are authorized to access the Service through the Customer's account, provided that the Service is not designated for residential or individual use only. Negia may, at its sole discretion, exercise the following remedies upon discovery of a Business Customer that has registered for a residential service: (1) termination of service pursuant to Sections 10 and 11 of this agreement, or (2) adjustment of monthly charges, retroactive to the start of service, to those of a comparable business service.

Customer must ensure that all authorized users of Customer's account comply with all of the terms and conditions of this agreement. Customer must not permit any other individual or entity to access the Service through Customer's account.

Customer is responsible for maintaining the confidentiality of any and all passwords provided to Customer in connection with the Service. Customer must notify Negia within 24 hours of discovering any unauthorized use of the Service through the Customer's account.

Customer is responsible for providing all computer equipment and software necessary to access the Service. Customer is responsible for the maintenance of all such equipment and software. In the event that Customer purchases any equipment from Negia for use with the Service: (a) such equipment is the sole property of the Customer; (b) maintenance is Customer's responsibility; (c) any warranty service is the responsibility of the manufacturer; (d) if such equipment is provided as open-box/refurbished/repackaged etc. for reduced or promotional pricing, Negia may, at its sole discretion, choose to provide warranty service for a period of time that matches the original manufacturer's warranty and in no case exceeds one year from the date of purchase.

Customer is responsible for all local and long distance telephone charges for connection to the Service by Customer and by those who access the Service through Customer's account. Additionally, for DSL services, customer is responsible for maintaining active local telephone service without interruption, beginning on the day that DSL service is activated. The DSL service may be interrupted and/or cancelled without notice if local telephone service on the DSL line is cancelled, transferred to another provider, interrupted by the local telephone service provider, converted by the local telephone service provider in a manner that will not permit DSL service, or otherwise interrupted; in any such case, Customer's sole remedies shall be: (1) restore DSL service by resuming the local telephone service and paying Negia the charge required to activate DSL service within 30 days of service interruption, or (2) terminate the Service Agreement pursuant to Section 11, and pay any cancellation charges and previous balance that apply.

Customer agrees to comply with all Negia security procedures and standards. Customer agrees not to use the Service or permit others to use the Service through Customer account in any way which violates any international, federal, state, or local law or regulation; subjects Negia to liability; or is in contravention of Negia's then current Acceptable Use Policy. Negia reserves the right to modify the Acceptable Use Policy at any time.

5. Monitoring the Service; Disclosure of Member Information

Negia has no obligation to monitor the Service. Negia may monitor the Service electronically and may disclose information regarding Customer's use of the Service. This disclosure may be made by Negia to satisfy laws, regulations or governmental requests; to operate the Service properly; or to protect itself or its subscribers. Customer understands and agrees that Negia may disclose to third parties Customer's name, subscriber information, and information regarding use of the service by Customer and others who have access to the Service through Customer's account. Negia will not disclose or sell member information to outside persons or entities for the purpose of soliciting Negia's customers. In its sole discretion, Negia reserves the right to remove or to refuse to post any information or materials, in whole or in part, which are unacceptable, undesirable, or in violation of this Agreement.

6. No Warranties Provided by Negia

Except for certain products and services specifically identified as being offered by Negia, neither Negia nor any of its affiliates controls any information, products, or services on the Internet. Except for such Negia-identified content, all merchandise, information, and services offered, made available, or accessible on the Internet are by third parties who are not affiliated with Negia or its affiliates. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer or by authorized users of Customer's account.

Neither Negia nor its affiliates make any express or implied warranties, representations, or endorsements including, but not limited to, warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information, or service provided through any Negia service or on the Internet generally. Neither Negia nor its affiliates shall be liable for any costs or damages arising directly or indirectly from

any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise provided through the Service or on the Internet generally.

The Internet contains unedited materials, some of which are sexually explicit or may be offensive to Customer or others accessing the Service through Customer's account. Customer assumes all risk and responsibility for accessing such materials and permitting others to access such materials through the Customer account. Negia has no control over and accepts no responsibility for such materials.

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Negia, its affiliates, its contractors, or their respective employees shall create a warranty. Neither Negia nor its affiliates warrants that the Service will be uninterrupted or error-free or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses, or other harmful components.

7. Customer Remedies

If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to discontinue using the Service, terminate the Service Agreement pursuant to Section 11, and pay any cancellation charges and past due balances that apply.

Under no circumstances shall Negia, its employees, its affiliates, or its contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the use of the Service or from the inability to use the Service; either by the Customer or by other authorized user's of the Customer's account.

Negia's cumulative liability to the Customer for any and all claims relating to the Service shall not exceed the total amount of the Service charges paid to Negia by the Customer within the prior two months.

8. Indemnity

Customer agrees to defend, indemnify, and hold harmless Negia, its employees, its affiliates and its contractors from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: Any violation of this Agreement by the Customer or by those who access the Service through the Customer's account; the use of the Service or the Internet; the placement or transmission of any message, information, software, or other materials on the Internet by the Customer or by those who have access to the Service through the Customer's account.

9. Term of Agreement

The Initial Term of this agreement shall be twelve (12) months unless specified otherwise on the service order form. The term shall commence upon the Effective Date of this agreement, indicated upon the first use of the Service by the Customer or upon notification to the Customer that service has been made available, whichever occurs first. Upon completion of the Initial Term, this agreement shall be renewed automatically for additional twelve (12) month terms thereafter, unless either party has given written notice at least 30 days prior to the expiration of the then-current term of its intention not to renew this agreement.

Cancellation of DSL Service prior to the end of the Initial Term is subject to a cancellation fee as specified on the DSL order form.

10. Default and Termination

Each of the following shall constitute a default hereunder:

- (i) Failure to make any payment when due; or
- (ii) Insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes; or
- (iii) Material failure to observe or perform any of the covenants contained in this Agreement, or in the Acceptable Use Policy, or in the Service order form or in any other agreement or document executed pursuant hereto; or
- (iv) Failure to make the service available for at least 57 non-contiguous days in any 60 day period.

In the event either party shall be in default of its obligations under this Agreement, the party not in default shall have the right to terminate this Agreement (i) in five (5) days in the case of a default in payment and, (ii) in all other cases, if the defaulting party fails to cure such default within thirty (30) days of receiving written notice thereof.

Upon termination of this Agreement: (a) all rights granted to Customer and all authorized users under this Agreement shall immediately cease and terminate, and (b) Customer must pay all accrued charges, including any applicable cancellation fee, and (c) Customer must destroy or return to Negia all copies of documentation that Customer received from Negia, and (d) Any incoming email or web site content stored on Negia's servers will be deleted.

Termination of the Service or this Agreement does not release Customer from the obligation to pay all accrued charges under Section 3 of this Agreement. Negia's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

11. Notice

Customer may change or terminate the Service by the following methods only: first-class registered or certified mail, return receipt requested, with adequate postage and addressed to Negia, Inc, Customer Service, 330 Research Drive # 150, Athens, GA 30605. Email terminations will not be accepted.

Negia may provide notice to Customer by any of the following methods: Electronic mail addressed to the email address provided by Customer to Negia in connection with Customer Registration or subsequent update by Customer; or by U.S. Mail at the address Customer provided to Negia in connection with Customer registration or subsequent update by Customer. All notices or other communications from Negia to Customer shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing.

12. Miscellaneous

If Customer is a current Negia member when this Agreement is activated, Customer's continued use of the Service indicates Customer's acceptance of the terms of this Agreement.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties. The remainder of the provisions shall remain in full force and effect.

Negia's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflicts of law provisions. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Neither this Agreement, nor any of Customer rights or obligations arising hereunder, shall be transferable by Customer to any third party without Negia's prior written consent.

This Agreement, the Service order form and the Acceptable Use Policy constitute the entire agreement between Customer and Negia with respect to the Service. Negia reserves the right to alter, amend or modify this Agreement at any time and in any manner. Any amendment, alteration, or modification is effective thirty (30) days after posting on Negia's web site (www.negia.net).

No amendment or modification to this Internet Service Agreement, or to the Acceptable Use Policy, by the Customer shall be valid or binding on Negia unless Negia agrees to it in writing.

//END OF INTERNET SERVICE AGREEMENT

NEGIA, INC. ACCEPTABLE USE POLICY

A. INTRODUCTION

The following Acceptable Use Policy (“AUP”) sets forth the principles, guidelines and requirements that govern the use of the Internet services (the “Service”) provided by NEGIA, INC. (“NEGIA”).

This AUP, together with the NEGIA Internet Service Agreement and the service Order Form comprise the entire agreement between you, the SUBSCRIBER (“SUBSCRIBER”), and NEGIA, and supersedes any prior or previous agreements between you, the SUBSCRIBER, and NEGIA, with respect to the subject matter of this Agreement for Internet services; provided, however, that you, the SUBSCRIBER, shall be subject to any additional terms and conditions of which NEGIA notifies you from time to time and that may apply when you, the SUBSCRIBER, are using any third- party content, software, or services of any kind or nature.

SUBSCRIBER may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly elected Officer of NEGIA. NEGIA serves a variety of subscribers and cannot negotiate separate Internet service agreements with each of its subscribers. NEGIA is able to offer competitive pricing and billing by using standard service contracts for all of its subscribers.

NEGIA reserves the right to, and may, revise this Agreement at any time, and such revisions shall become automatically effective upon posting the revised Agreement for public viewing at: www.NEGIA.net. The revisions to the Agreement shall include notice of the date of posting the most recent revision to the Agreement. SUBSCRIBER agrees to read the revisions to this Agreement periodically— and preferably, at least once every thirty (30) days— to become aware of such revisions to this Agreement.

SUBSCRIBER'S continued use of the Internet service shall be conclusively deemed SUBSCRIBER'S assent to the additional terms and conditions made part of this Agreement by such revisions. If any such revised or additional terms and conditions are unacceptable to you, the SUBSCRIBER, or if you, the SUBSCRIBER, do not agree to and do not wish to be legally bound such revised or additional terms and conditions, you may terminate the Service as provided in the Internet Service Agreement.

B. RESTRICTIONS ON CONDUCT AND COMMUNICATIONS

SUBSCRIBER may not:

- (1) Restrict or inhibit any other subscriber from using and enjoying NEGIA'S service or the Internet;
- (2) Upload, post, mail, display, or otherwise transmit in any manner any content, communication, or information that is:

- unlawful,
- harmful,
- harassing,
- threatening,
- abusive,
- hateful,
- libelous,
- defamatory,
- obscene,
- pornographic,
- profane,
- vulgar,
- indecent,
- sexually explicit,
- intended to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics as may be defined by applicable civil rights laws, or
- otherwise objectionable to NEGIA.

Said prohibited communications include, but are not limited to, otherwise objectionable information of any kind, any transmissions constituting, encouraging, soliciting, or aiding or abetting any conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

(3) Upload, post, mail, display, or otherwise transmit in any manner any content, communication, information, or software that contains a virus, cancelbot, trojan horse, logic bomb, worm or other harmful component;

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

(5) Upload, post, mail, publish, transmit, reproduce, or distribute in any way, information, software, or other material that is protected by copyright, patent, trademark, service mark, trade secret or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright or patent owner or rightholder;

(6) Upload, post, mail, publish, transmit, reproduce, or distribute in any way any component of the Service itself or derivative works with respect thereto;

(7) Send unsolicited advertising or promotional materials to other NEGIA subscribers or Internet users;

- (8) Run or allow any other person to run Maillist, LISTSERV or any form of auto-responds from SUBSCRIBER'S account;
- (9) Run or activate processes while SUBSCRIBER is not logged in to NEGIA'S Service;
- (10) Violate the security of any computer network, or crack passwords or security encryption codes;
- (11) Transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity;
- (12) Defeat, circumvent, or attempt to defeat or circumvent any idle timer or system tool intended to enforce the part-time and personal nature of SUBSCRIBER'S access to the Service, including, but not limited to, any automated methods of avoiding timing disconnection;
- (13) Impersonate any person living or dead, organization, business, or other entity, or use any name or communicate under any false name that SUBSCRIBER is not authorized to use;
- (14) Post or transmit sexually explicit images or other content that is deemed by NEGIA to be offensive;
- (15) Post or transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable content;
- (16) Solicit other subscribers to become customers of other competitive information services;
- (17) Use NEGIA'S Service to attempt to transfer any files not specifically permitted, or access FTP hosts that do not permit anonymous transfers (unless the transfer is to or from an account SUBSCRIBER is authorized to access on the remote host);
- (18) Violate any of the rules, regulations and policies of those networks and computer systems accessed via SUBSCRIBER'S account;
- (19) Send, forward, or otherwise distribute any chain letters via electronic mail, downloading, or other means available for file transmission on NEGIA'S Service;
- (20) Solicit or conduct any commerce or business in any Internet newsgroups, mailing lists, or chat facilities, without the express prior consent of the owner, moderator, or director of such newsgroups, mailing lists, and chat facilities;
- (21) Knowingly post or communicate any information to any forum on the Internet that is inappropriate to that communication forum; or

(22) Engage in any “spamming” or “mail bombing” of any e-mail address, Web site, newsgroup, mailing list, or chat facility, for any reason.

C. NO MULTIPLE ACCOUNTS WITHOUT PRIOR PERMISSION

(1) Unless SUBSCRIBER obtains prior written permission from NEGIA, SUBSCRIBER shall not register for, apply for, or otherwise obtain multiple accounts or means of accessing NEGIA'S Service. SUBSCRIBER agrees that if SUBSCRIBER registers for, applies for, or otherwise obtains multiple accounts or means of accessing NEGIA'S Service without obtaining prior written permission from NEGIA, NEGIA may immediately terminate all of SUBSCRIBER'S accounts.

(2) Once SUBSCRIBER'S account with NEGIA or SUBSCRIBER'S access to NEGIA'S Service has been terminated, for any reason, SUBSCRIBER shall pay in full any delinquent, past due, or unpaid accounts and shall resolve all issues in dispute with NEGIA before SUBSCRIBER may register for, apply for, or otherwise obtain a new account to use NEGIA'S Service.

D. INCREASING NETWORK USAGE AND TRAFFIC

SUBSCRIBER agrees not to attempt to cause traffic levels to NEGIA'S Service or other networks to rise without reason or for malicious purpose, including, but not limited to, transmitting large files to people for malicious purposes, “mailbombing,” transmissions intended to raise the cost of another network provider's access through excessive traffic levels, or repeatedly sending the same content to another person for the purpose of harassment.

E. NO SPAMMING

(1) Definitions

(a) “Recipient” means any entity capable of receiving an electronic communication on the Internet, including, but not limited to, computers, machines, electronic mailboxes, mailing lists, newsgroups, electronic bulletin boards, World Wide Web pages and sites, file servers, communications servers, mail servers, FTP hosts, telnet hosts, chat facilities, any resource accessible via the Internet, or the person or group of persons using those electronic services.

(b) “Implied consent” means the consent to send an electronic message that a reasonable recipient of such a message would, under all the relevant circumstances of the communication, ordinarily give to the sender of the message. Determinations of reasonableness and “implied consent” shall be at NEGIA'S sole discretion.

(c) “Spamming” means

- i) Sending one electronic message once or repeatedly to any recipient without that recipient's express or implied consent;
- ii) Sending multiple electronic messages once or repeatedly to any recipient without that recipient's express or implied consent;
- iii) Sending one electronic message once or repeatedly to any group of recipients without the express or implied consent of each of the recipients in that group;
- iv) Sending multiple electronic messages once or repeatedly to any recipient without that recipient's express or implied consent;
- v) Sending any electronic message to any recipient, whether once or repeatedly, when the primary purpose of the message is to harass, bother, annoy, disturb, distract, offend, embarrass, threaten, coerce, or cause distress, unwanted attention or discomfort to the recipient, for any reason whatsoever, regardless of the recipient's express or implied consent; or
- vi) Sending to any recipient or group of recipients without the express consent of the recipient or of each of the recipients in that group, any electronic message that solicits participation in any of the following:
 - Chain letters,
 - Multilevel marketing opportunities,
 - Franchises,
 - Business opportunity ventures,
 - Investments,
 - Pyramid schemes, or
 - Charitable donations.
- vii) Sending any electronic message to any recipient, whether once or repeatedly, when the primary purpose of the message is to cause excessive use of the computers or telecommunications equipment of the recipient, of NEGIA, or of any third person or network.

(2) Spamming Prohibited.

SUBSCRIBER agrees that SUBSCRIBER shall not engage in any spamming at any time.

(3) NEGIA'S Right to Block Mass Solicitations.

To provide a high quality and efficient Service to all subscribers, NEGIA reserves the right to block or filter mass solicitations on or through NEGIA'S service that constitute "spamming" as defined in this Agreement, regardless of the source or origin of such mass solicitations.

F. NO MAINTAINING ONLINE MAILING LISTS

SUBSCRIBER shall not maintain any online mailing lists, whether manual or automatic, moderated or unmoderated, to send electronic mail to more than ten [10] persons without the prior express written permission of NEGIA.

G. NO ATTEMPTING TO CIRCUMVENT OR BYPASS SYSTEM SECURITY MEASURES

(1) SUBSCRIBER agrees to remain signed into the network only when actually making use of same, and to disconnect when idle for significant periods of time (more than 10 minutes). SUBSCRIBER authorizes NEGIA to enforce this restriction by appropriate software and network measures, automated or manual.

(2) SUBSCRIBER agrees not to obstruct the systems identification procedures or to forge communications of any form. Anonymous services may be used provided that SUBSCRIBER complies with this all the terms and conditions of this Agreement and any agreement required by the anonymous service.

(3) SUBSCRIBER agrees not to attempt to cause, or actually cause, any disruption of service on NEGIA'S Service or any other network or subscriber, including but not limited to malicious traffic generation, attempted or actual violation of any security system in place on the Internet and its resources, or any unauthorized access to any computer or resource on the Internet.

(4) SUBSCRIBER agrees not to abuse the system and resources of NEGIA'S Service, including any quota on disk usage, e- mail, or the World Wide Web that may be imposed by this Agreement or that may be imposed on the use of resources (such as USENET) which reach beyond NEGIA'S Service.

(5) SUBSCRIBER agrees not to attempt to violate the security of the authentication and accounting procedures of NEGIA'S service.

(6) SUBSCRIBER agrees not to attempt to undermine, hinder, damage, or disrupt the hardware, software, or security of the Service or the Internet and its systems. Expressly prohibited activities include putting any software on NEGIA'S Service enabling the SUBSCRIBER or any other person to do so or running any programs while not actively using the Service.

H. NO ABUSABLE RESOURCES

SUBSCRIBER shall not knowingly maintain any abusable resources, for example, and without limitation, an open newsserver, an unsecured mail relay or a smurf amplifier. Upon notification of an abusable resource, SUBSCRIBER shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open

resource that occurs after SUBSCRIBER has received such notification shall be considered a violation of this AUP and enforced as such.

I. COMMERCIAL USE OF THE INTERNET AND ONLINE SERVICE

Subject to the terms and conditions of this Agreement, SUBSCRIBER may use the Internet via NEGIA'S Service for business and commercial purposes.

J. NEGIA'S RIGHT TO MONITOR AND COMMUNICATIONS PRIVACY POLICY

(1) NEGIA shall have the right, but not the duty, to monitor communications occurring through its system and to disclose such communications from time to time as may be necessary to:

- operate NEGIA'S Service properly,
- administer and manage NEGIA'S business,
- provide all of NEGIA'S subscribers with the highest quality service,
- offer all of NEGIA'S subscribers with opportunities NEGIA thinks will be of interest to its subscribers,
- verify compliance with law
- verify compliance with this Agreement,
- protect NEGIA and its subscribers, and
- satisfy any law, regulation, or other governmental request.

(2) SUBSCRIBER acknowledges said right of NEGIA and consents to the reasonable and periodic monitoring and disclosure of online communications occurring on NEGIA'S Service.

(3) Other than as expressly described in this Agreement, NEGIA will not intentionally monitor or disclose any private e-mail message unless required by law.

(4) Except as required by law or to protect the physical safety of any person, NEGIA will not disclose any information, data, or records relating to:

- SUBSCRIBER'S account with NEGIA,
- identifying SUBSCRIBER as a user of NEGIA'S Service (except as such information will be publicly disclosed by the SUBSCRIBER by sending e-mail, posting to newsgroups, and so forth),
- SUBSCRIBER'S billing information,
- SUBSCRIBER'S name, address, and telephone number,
- Any information regarding SUBSCRIBER'S credit cards used to pay the charges for NEGIA'S Service, or checking accounts used to pay the charges for NEGIA'S Service, or
- SUBSCRIBER'S use of NEGIA'S Service or of the Internet.

(5) NEGIA reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in NEGIA'S sole and absolute discretion, are unacceptable, undesirable, or in violation of applicable law or of this Agreement.

(6) SUBSCRIBER agrees that NEGIA has the right to cooperate in any investigation that is requested by parties alleging that SUBSCRIBER has violated any law that is enforceable in NEGIA'S or SUBSCRIBER'S jurisdiction, or any provision of this Agreement.

(7) SUBSCRIBER agrees that NEGIA has the right to disclose to the appropriate authorities any evidence of illegal activity NEGIA discovers in the course of any investigation requested by an outside party, or discovered in the routine operation and maintenance of NEGIA'S Service and network components. SUBSCRIBER further agrees that NEGIA may make copies of such materials for the use of those authorities in their investigation if requested for the purpose of preservation of evidence.

(8) NEGIA will not release SUBSCRIBER'S confidential information or billing information to any third party except upon presentation of a valid order of a court or government entity within NEGIA'S jurisdiction. SUBSCRIBER agrees that NEGIA'S judgment as to the validity of any court order or subpoena shall be considered proper and final.

(9) Electronic Communications Privacy Act (ECPA) Notice. SUBSCRIBER agrees that NEGIA'S Service and the Internet are not considered secure communications media for the purposes of the ECPA, and that SUBSCRIBER has no expectation of privacy in unencrypted communications transmitted or received over the Internet via NEGIA'S Service or otherwise and will not rely on any such expectation of privacy.

K. NON-TRANSFERABILITY OF RIGHT TO USE SERVICE

The right to use the ISP's Service is not transferable. Accounts and access to ISP's Service are for the sole use of SUBSCRIBER. SUBSCRIBER shall be responsible for the confidentiality of SUBSCRIBER'S password. Loaning SUBSCRIBER'S account to other persons, except as expressly allowed under this Agreement, connecting a system to ISP's Service when that system is used by multiple persons or computers, group use of SUBSCRIBER'S log- in information or password, and consuming more than one modem line are explicitly prohibited. If SUBSCRIBER has multiple accounts with ISP's service, then SUBSCRIBER shall be limited to one log- in session per ISP Service account at any time. Violation of those terms shall constitute theft of ISP's Service and may be prosecuted under civil and criminal law.

L. REPORTING ABUSES TO NEGIA

NEGIA requests that anyone who believes that there is a violation of this Policy should contact NEGIA immediately. The following information should be provided: the IP address used to commit the alleged violation; the date and time of the alleged violation,

including the time zone; and evidence of the alleged violation. E-mail with full header information provides all of the above, as do system log files.

M. ENFORCEMENT

NEGIA may immediately suspend and/or terminate the SUBSCRIBER'S service and/or any part thereof for violation of any provision of this AUP upon verbal or written notice, which notice may be provided by voicemail or E-mail. Suspended service may be subject to reactivation and/or reconnect fees. Terminated service may be subject to cancellation fees. However, NEGIA attempts to work with the SUBSCRIBER to cure violations of the AUP and to ensure that there is no re-occurrence of violations prior to suspension and/or termination.

N. NEGIA ASSUMES NO LIABILITY

NEGIA does not actively monitor nor does NEGIA exercise editorial control over the content of any Web site, electronic mail transmission, mailing list, newsgroup, or other material created or made accessible over NEGIA'S Service. NEGIA has no practical ability to restrict all conduct, communications, or content which might violate this AUP prior to its transmission on NEGIA'S systems, nor can NEGIA ensure prompt removal of any such communications or content after transmission or posting. Accordingly, NEGIA does not assume liability to SUBSCRIBER or others for any failure to enforce the terms of this Policy.

//END OF NEGIA ACCEPTABLE USE POLICY.

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