

USE OF YOUR ACCOUNT CONSTITUTES YOUR APPROVAL AND ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION TO USE OF THE DM-TECH NETWORK SYSTEM. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE DM-TECH NETWORK SYSTEM. IF YOU ARE AN ACCOUNT CUSTOMER, PLEASE NOTIFY OUR BILLING DEPARTMENT AT 1-888-DM-TECH SO WE CAN INITIATE CLOSURE OF YOUR ACCESS ACCOUNT. ANY VIOLATION OF THIS POLICY WILL RESULT IN OUR IMMEDIATE INVESTIGATION, AND POSSIBLE TERMINATION OF THE CUSTOMERS ACCOUNT(S).

Terms and Conditions and Acceptable Use

1. Limitation of Warranty

DM-Tech makes no warranties of any kind, whether express or implied, for the service it is providing. DM-Tech also disclaims any warranty of merchantability or fitness for a particular purpose. DM-Tech will not be responsible for damages suffered by any Customer, including, without limitation, incidental or consequential damages or lost profits. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, system failures or service interruptions caused by any source whatsoever, including DM-Tech's own negligence, subscriber's errors or omissions, or due to the fault of third parties. Customers understand and agree that DM-Tech undertakes no obligation to maintain, protect or safeguard Customer's data stored on any DM-Tech equipment and Customer agrees to accept responsibility for maintaining backup copies of all such data. Customer agrees to upload and store data to DM-Tech equipment at Customer's own risk and Customer expressly assumes such risk

2. Compliance with Law and Intellectual Property Rights

Customers and System Users agree that all services provided by DM-Tech will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any U.S., State or international law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and System Users warrant that any data uploaded for publication on DM-Tech's web servers does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous. If there is a violation of U.S., State or international law using our services, DM-Tech reserves the right to cancel these services without notice, and to take legal action if necessary.

3. Removal and Destruction of Illegal or Offensive Data

Customers and System Users agree that DM-Tech shall have the absolute right to remove any and all materials which, in the sole and unrestricted discretion of DM-Tech, violate law or fail to conform with this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

4. Indemnity

Customers and System Users agree to defend, hold harmless and expeditiously indemnify DM-Tech from any liability, claim, loss, damage or expense arising out of the Customer's or System User's breach or violation of any term, condition or covenant contained in this Agreement or resulting from the use of any DM-Tech system, network or service.

5. Use of Network Access

DM-Tech access and web server accounts cannot be transferred or used by anyone other than the DM-Tech Customers or authorized System Users. Customers and System Users may not sell, lease, rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of DM-Tech. Use of Network bandwidth is expected to be reasonable and moderate. DM-Tech reserves the right to impose additional charges for use of Network bandwidth in excess of reasonable or allocated amounts. Customer will receive

advanced notice of DM-Tech's intent to impose any such charges.

6. Account Cancellation

In the event of cancellation, unused fees for the current month will not be refunded or pro-rated. Customers must notify DM-Tech prior to the end of their current billing period to avoid further charges. Notification will be accepted via email, fax, telephone call, or letter. Confirmation of cancellation must be received by customer for cancellation to be effective. DM-Tech is not responsible for unconfirmed cancellations and will not refund charges for unconfirmed cancellations. Customers canceling service within the money back guarantee period (within 30 days of initial signup) will have their monthly service fee fully refunded; the set-up fee is not refundable. Customers who cancel a pre-paid account plan (6 months, 1 year plans) after the first 30 days of service will not receive a refund of any unused fees.

7. Agreements with Minors

DM-Tech require that its agreements be made with a person who is qualified to contract. As such, Customers must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and assume responsibility for payment of DM-Tech services and for Customer's compliance with this Agreement.

8. Disruption of Network Services, Excessive Use

Customers and System Users shall ensure that use of DM-Tech's network services shall not disrupt DM-Tech, its associated networks or equipment forming part of DM-Tech's or the internet's systems. Customers and System Users shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any DM-Tech user or to any directly or indirectly attached network. Use of DM-Tech's Internet connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by DM-Tech shall be considered a breach of this Agreement and may result in cancellation of service. It is not acceptable to use DM-Tech's services and facilities to interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to: - improper, harassing or offensive distribution of unsolicited advertising, - excessive newsgroup cross-posting, - transmissions of any type or quantity that causes disruption of service to others, - propagation of computer worms or viruses, - use of the network to make unauthorized entry to other computer networks, information or communications devices or resources, - sustained, excessive use of DM-Tech's access service, equipment or network connection without prior arrangement with DM-Tech.

9. Automated Software and Connections

The installation, compiling, use, or implementation of any of the following are prohibited without express permission: Robots, Bots, Mail Bombs, Syn Bombs or Attacks, Spamming of any kind, etc. Any process that causes excessive use of system resources to the point where other users may be affected is strictly prohibited. Software may not be installed on or compiled on any DM-Tech server without prior explicit permission. The use of any unattended connection software is prohibited without prior permission. All DM-Tech access accounts are for the use of human beings and require that a human being be present to initiate and monitor connections. DM-Tech has a 15 minute inactivity timeout. The use of any program to defeat this timeout is strictly prohibited. DM-Tech holds a zero tolerance policy for illegal activity such as, but not limited to: Spam, Mail Bombs, Virus Attacks, or other harmful Internet activities. Any violation may result in immediate termination of service.