

PURPOSE OF AGREEMENT

This Agreement hereinafter sets forth the terms and conditions pursuant to which YourNET Connection (YourNET) will provide the services described in this Agreement to you as an end use customer (Subscriber). YourNET may from time to time update the terms and conditions of this Agreement without notice to you, and you agree to be bound by such terms and conditions as revised.

REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form; and (ii) maintain and promptly update such information to keep it true, accurate, current and complete. In exchange for the ability to use the Service, YourNET may gather information about you, such as the data about your use of the Service or responses to questionnaires and surveys, and YourNET may provide this information to third parties, including but not limited to advertisers. If you provide any information that is untrue, inaccurate, not current or incomplete, or YourNET has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, YourNET has the right to suspend or terminate your account and refuse any and all current or future use of the Service.

AGE QUALIFICATION

YourNET will provide Service only to individuals who are 18 years or older. By agreeing to this Agreement, you certify that you are 18 years or older. If YourNET learns that you are not at least 18, it may terminate the Service without prior notice to you.

RESPONSIBILITY FOR THIRD PARTY FEES AND CHARGES

Your Internet access enables you to purchase goods or incur charges to third parties. You are solely responsible for (i) all activities and charges resulting from the use of your account; (ii) all charges associated with connecting to the Service through an available access number, such as telephone or ADSL charges; (iii) all equipment necessary to access the Service, including telephone, computer and modem; and (iv) determining whether the access number you use to connect to the Service will obligate you to pay telephone charges to your telephone company.

USE OF ACCOUNT AND SECURITY

You will receive a login identification code and password upon completing the registration process for the Service. You are solely responsible for all use of your account and for the security of your login identification, your password and any security lock code that you use to protect access to your data, your file names and files, network and user access, and any information you disseminate through use of the Service or through other Internet services. You agree to (i) immediately notify YourNET of any unauthorized use of your password or account or any other breach of security, and (ii) ensure that you exit from your account at the end of each session. YourNET will not be liable for any loss or damage resulting from your failure to comply with this section.

YOURNET NOT LIABLE FOR CONTENT

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not YourNET, are entirely responsible for all Content that you upload, post, e-mail or otherwise transmit via the Service. YourNET does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent, obscene, sexually explicit or objectionable. YourNET and its affiliates disclaim any responsibility for or control over such materials. Under no circumstances will YourNET be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, e-mailed or otherwise transmitted via the Service.

SUBSCRIBER CONDUCT

You may not transfer your account to any other person or permit another person to use your account for Service. You may not use more than one login session at a time, even if you maintain more than one account for Service. As a condition to your right to use the Service under this Agreement, you expressly agree not to use the Service to: upload, post, email or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable or which could constitute a criminal offense or give rise to civil liability; harm minors in any way; impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; upload, post, email or otherwise transmit any Content that

you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including but not limited to the digitization and distribution of photographs from publications, appropriating text from copyrighted sources and uploading or transmitting copyrighted software; upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, bulk mail, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose; upload, post, email or otherwise transmit substantial amounts of e-mail or other data to a person or system with the purpose or effect of impeding the functionality of, or totally disabling the recipient system; upload, post, email or otherwise transmit ten or more messages of similar or identical content to Usenet or other news groups, forums, e-mail mailing lists or other like groups or lists; or upload, post, email or otherwise transmit on or to any Usenet or other news groups, forums, e-mail mailing lists or other like groups or lists articles which are off-topic according to the charter or other owner-published FAQ or description of such group or list; upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; relay, without express authority, e-mail through any third-party system; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks, servers, computer databases, web sites or news groups connected to the Service; use the Service to attempt to break or to in fact break security of any computer network or to access an account, whether through YourNET or through any other Internet Service YourNET, which belongs to someone else; intentionally or unintentionally violate any applicable local, state, national or international law, regulation, treaty or tariff, including but not limited to those relating to the exportation of software or technical information; stalk; or otherwise harass another; or collect or store personal data about other users or otherwise use the Service in a manner, which is intended to or has the effect of abusing or violating the privacy or property rights of another.

MONITORING AND REMOVAL OF CONTENT

YourNET does not pre-screen Content, but YourNET and its designees shall have the right (but not the obligation) in their sole discretion to monitor any and all traffic routed through YourNET system and to refuse, block or remove any Content that is available via the Service. Without limiting the foregoing, YourNET and its designees shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by YourNET or submitted to YourNET.

INVESTIGATION OF UNLAWFUL CONDUCT

YourNET cooperates fully with federal and state enforcement officials investigating unlawful behavior on YourNET system, and Subscribers are required to do the same. You acknowledge and agree that YourNET may preserve Content and may disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce this Agreement; (iii) respond to claims that any Content violates the rights of thirdparties; or (iv) protect the rights, property or personal safety of YourNET, its users and the public.

NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service or access to the Service. You may not assign this agreement or any of its rights or obligations without the prior consent of YourNET, and any such attempted assignment will be void. Subject to the above, this agreement will be binding upon the parties' respective successors and permitted assigns.

GENERAL PRACTICES REGARDING DIALUP, USE AND STORAGE

You acknowledge that YourNET may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that e-mail messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of e-mail messages that may be sent from or received by an account on the Service, the maximum size of any e-mail message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on YourNET servers on your behalf and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that YourNET has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that this service is not to be used as a dedicated Internet connection. YourNET reserves the right to log off accounts that are inactive for an extended period of time and to change these general practices and limits at any time, in its sole discretion, with or without notice. Pinging, auto e-mailing, botting, etc. are not allowed in order to keep your connection while not in attendance on your computer.

UNLIMITED USE POLICY - Dialup

Unlimited Internet access is not the same as dedicated access. Unlimited use means that you are using your account while physically present at your computer at the keyboard operating your computer.

DEDICATED USE POLICY - ISDN

Dedicated ISDN connectivity is the same as dedicated access. Dedicated/Unlimited use means when you connect to YourNET your account is "always on" whether you are physically present at your computer or not. Should you choose to disconnect from our servers for any reason, i.e. re-boots, when you reconnect to our servers you will be permanently returned to "always on" status.

MODIFICATIONS TO SERVICE

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

COMMERCE ON THE INTERNET OR THE WEB

All transactions relating to merchandise or services offered by or to you through the Service, and any correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including but not limited to purchase, payment and delivery terms of such goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such sellers, purchasers or advertisers. YourNET and its affiliates make no warranties or representations whatsoever with respect to such goods and services, or with respect to any third party seller, purchaser or advertiser. You agree that YourNET shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sellers, purchasers and advertisers on the Service.

LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because YourNET has no control over such sites and resources, you acknowledge and agree that YourNET is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that YourNET shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

YOURNET PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in YourNET advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by YourNET or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. YourNET grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by YourNET for use in accessing the Service.

DIAL-UP ACCESS

YourNET may terminate any dial-up connection following a period of inactivity as determined by YourNET. YourNET reserves the right to limit, restrict or prioritize access to system resources, including CPU time, memory and disk space.

ON LINE CONDUCT

Customer Content. Customer acknowledges that YourNET exercises no control whatsoever over the content of the information passing through Customer's site(s) and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and these Rules and Regulations.

Prohibited Activities. Customer will not, and will not permit any persons ("Users") using Customer's online facilities and/or services, including, but not limited to, Customer's Web site(s) and transmission capabilities, to do any of the following ("Prohibited Activities"):

- send unsolicited commercial messages or communications in any form ("**SPAM**")
- engage in any activities or actions that infringe or misappropriate the intellectual property rights of others, including, but not limited to, using third party copyrighted materials without appropriate permission, using third party trademarks without appropriate permission or attribution, and using or distributing third party information protected as a trade secret information in violation of a duty of confidentiality.
- send, post or host harassing, abusive, libelous or obscene materials or assist in any similar activities related thereto;
- intentionally omit, delete, forge or misrepresent transmission information, including headers, return mailing and Internet protocol addresses
- engage in any activities or actions intended to withhold or cloak Customer's or its Users; identity or contact information
- use the YourNET connectivity services for any illegal purposes, in violation of any applicable laws or regulations or in violation of the rules of any other service providers, web sites, chat rooms or the like
- assist or permit any persons in engaging in any of the activities described above. If Customer becomes aware of any Prohibited Activities, Customer will use best efforts to remedy such Prohibited Activities immediately, including, if necessary, limiting or terminating User's access to Customer's online facilities.
- engage in any activities or actions that would violate the personal privacy rights of others, including, but not limited to, collecting and distributing information about Internet users without their permission, except as permitted by applicable law

Third Party Complaint Process. YourNET routinely receives (at Abuse@ync.net) written complaints ("Complaints") from third parties regarding Prohibited Activities allegedly being conducted by a Customer or its Users. Due to the nature of YourNET business, in YourNET's experience, most legitimate complaints and actual Prohibited Activity is conducted by Customers and users of YourNET Customers, not by YourNET' Customers themselves. YourNET requires its Customers to use policies similar to these Rules and Regulations and will work with its Customers to resolve violations. YourNET will take the following actions to document and resolve each Complaint received by YourNET related to a Customer or its Users.

First Complaint.

Upon receipt of the initial complaint from a third party regarding Prohibited Activity by a Customer or its User, YourNET will send a letter (the "First Letter") to the complaining third party that describes YourNET' policies related to the Prohibited Activity and lists the contact information for the Customer and encloses a copy of the original Complaint received by YourNET. YourNET also will deliver notice of the Complaint to the Customer by sending a copy of the same letter to the Customer via email to its abuse address so that Customer can identify and remedy the Prohibited Activity. YourNET' goal is to put the complainant directly in touch with the party in the best position to remedy the problem, YourNET' Customer who has the relationship with the alleged violator.

Second Complaint

Upon receipt of a second complaint after the date of the First Letter related to the same or similar Prohibited Activity of Customer described in the First Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, YourNET will send a second letter (the "Second Letter") with a copy of the second complaint to the Customer and request that Customer respond in writing to YourNET with an explanation and timeline of the actions to be taken by Customer to remedy Prohibited Activity. In the event that Customer does not respond to YourNET' letter and remedy the Prohibited Activity within ten (10) business days, YourNET will bill Customer in the following month \$500 to cover YourNET' administrative costs associated with the Prohibited Activities of Customer.

Third Complaint

Upon receipt of a third complaint after the date of the Second Letter related to the same or similar Prohibited Activity of Customer described in the Second Letter that clearly indicates that the Prohibited Activity continued after the date of the First Letter, YourNET will send a third and final letter (the "Third Letter") with a copy of the third complaint to the Customer and request again that the Prohibited Activity cease immediately. In the event that the Prohibited Activity does not cease within five (5) business days, YourNET will terminate or suspend its connectivity service to its Customer, and will only resume providing service when it receives adequate assurances that such activity will not continue. YourNET will also bill its Customer \$5,000 to cover YourNET; administrative costs associated with the Prohibited Activities.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN; AS IS AND; AS AVAILABLE; BASIS. YourNET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YourNET MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU USE THE SERVICE

AT YOUR OWN RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YourNET OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

The terms of this section will survive any termination of this Agreement.

LIMITATION OF LIABILITY

YourNET WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA, GOODWILL OR OTHER INTANGIBLE LOSSES) RESULTING FROM (i) THE USE OF OR THE INABILITY TO USE THE SERVICE; (ii) ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE; (iii) LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (v) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE, EVEN IF YourNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS REGARDING WARRANTIES OR LIABILITY SET FORTH IN THE ABOVE SECTIONS MAY NOT APPLY TO YOU.

INDEMNITY

You agree to indemnify, defend and hold harmless YourNET, its affiliates, officers, directors, employees, consultants, agents and attorneys from any and all third party claims, suits, proceedings, liability, damages and/or costs (including but not limited to attorneys' fees) arising from your use of the Service, your violation of the terms of this Agreement or your infringement, or the infringement by any other person using your account, of any intellectual property or other right of any person or entity.

NOTICES

Notices to you may be made via either email or regular mail at the most current address you have registered with YourNET. YourNET may also provide notices of changes to the Service or to the terms of this Agreement, or of other matters, by displaying notices or links to notices to you generally on the Service.

NO LIMITATION OF YOURNET REMEDIES

Nothing contained in this Agreement shall be construed to limit YourNET actions or remedies in any way with respect to any of the foregoing activities, and YourNET reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Service and levying cancellation charges to cover YourNET costs in the event of termination for the causes outlined above. In addition, YourNET reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

GENERAL TERMS

This Agreement constitutes the complete agreement between you and YOURNET with respect to the Service and supersedes any prior agreements, written or oral, between you and YOURNET concerning such subject matter. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be governed by Illinois State law, without reference to conflicts of law principles. The failure of YourNET to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You hereby consent to personal jurisdiction in the federal and state courts in the state of Illinois for any action arising out of or relating to your use of the Service, which courts shall have exclusive jurisdiction over all such actions. The prevailing party in any such action shall recover its attorneys' fees and costs. 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 to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. All terms of this Agreement which, by their nature, are intended to survive termination of this Agreement, including this provision, shall survive any such termination.

SUSPENSION AND TERMINATION OF SERVICE.

YourNET reserves the right to suspend and/or terminate a Customer's Service at any time for any material failure of Customer, its Representatives or its Users to comply with these Rules and Regulations. YourNET further reserves the right, at its sole discretion, with or without notice, to suspend or terminate the Service, and remove and discard any Content, for any reason,