

# SYV-ONLINE.COM Agreement for Terms and Conditions of Usage

June 29, 2006

**1. GENERAL** – Customer’s use of SYV-ONLINE.COM network services constitutes Customer’s acceptance of this SYV-ONLINE.COM Agreement for Terms and Conditions of Usage (“Agreement”). Customer also agrees to be bound by any change in these terms which may be published from time to time by SYV-ONLINE.COM and posted on its website: <http://www.syv-online.com/syv-online-terms.pdf>. Customer is hereby defined as any person or entity utilizing any service of Comware International, Inc., a California Corporation doing business as SYV-ONLINE.COM (“SYV-ONLINE.COM”). Use of SYV-ONLINE.COM network facilities consisting of dedicated leased line services or web hosting (the “Services”) are expressly limited to Customer. Conferred rights and benefits thereof are non-transferable.

**2. DEDICATED CONNECTIONS** – Dedicated connections are defined as client and/or server-based multi-user attended or unattended access accounts. A dedicated Internet access account connection may be utilized for the purpose of running Internet servers such as Web, Chat, FTP, etc. or for supporting a group of attended users via a Local Area Network (e.g., Ethernet).

**3. LIMITATION OF LIABILITY, WARRANTY, AND SUITABILITY** – SYV-ONLINE.COM exercises no control whatsoever over the content of the information passing through the SYV-ONLINE.COM service or its connection to the Internet. SYV-ONLINE.COM makes no warranties of any kind, whether expressed or implied, for the service it is providing. SYV-ONLINE.COM also disclaims any warranty of merchantability or fitness for a particular purpose. SYV-Online.COM will not be responsible for any damage you suffer from use of SYV-ONLINE.COM. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own negligence or by negligence of its upstream providers or communications suppliers, your errors or omissions, or due to inadvertent release or disclosure of information sent by you. Use of any information obtained via SYV-ONLINE.COM is at your own risk.

**4. SPAM** – SYV-ONLINE.COM’s policy is to make reasonable efforts to maintain customer confidentiality, and as such, will not provide, sell, or in any way disclose customer information to any organization, advertiser, or third party, except when legally ordered to by an officer of the court. Notwithstanding, SYV-ONLINE.COM disclaims any obligation or warranty to maintain the confidentiality of customer information or identity, and shall not be liable for any accidental disclosure by other services located on the Internet, the customer, or any other individual or user of the Internet. Customer shall assume all responsibility for taking precautions to avoid being placed on mailing lists or receiving unsolicited email (“SPAM”). The use of SYV-ONLINE.COM facilities to generate and transmit bulk Unsolicited Commercial Email (SPAM) shall be considered an abuse of the service and shall be cause for immediate termination of the account.

**5. ACCEPTABLE USE POLICY** – All users of SYV-ONLINE.COM Services must adhere to the following “Acceptable Use Policy” (AUP). The following are considered violations of this AUP: a) Illegal use – Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder; b) Harm to minors – Using the Services to harm, or attempt to harm, minors in any way; c) Threats – Using the Services to transmit any material (by email, uploading, posting of web pages, or otherwise) that threatens or encourages bodily harm or destruction of property; d) Harassment – Using the Services to transmit any material (by email, uploading, web posting, or otherwise) that harasses another; e) Fraudulent activity – Using the Services to make fraudulent offers to sell or buy products, item, or services or to advance any type of financial scam such as “pyramid schemes”, “Ponzi schemes” and “chain letters”; f) Forgery or impersonation – Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited; g) Unsolicited commercial email/Unsolicited bulk email – Using the Services to transmit any such unsolicited email; h) Unauthorized access – Using the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of SYV-ONLINE.COM’s or another entity’s computer software or hardware, electronic communications system, whether or not the intrusion results in the corruption or loss of data; i) Copyright or

trademark infringement – Using the Services to transmit any material that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted music or copyrighted software; j) Collection of personal data – Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent; k) Reselling the Services – Reselling (at a charge or for “free”) the Services without SYV-ONLINE.COM’s permission; l) Network disruptions and unfriendly activity – Using the Services for any activity which adversely affects the ability of other people or systems to use SYV-ONLINE.COM services; and m) any other activity or use of the Services deemed harmful or malevolent by SYV-ONLINE.COM.

**6. PAYMENT TERMS AND CONDITIONS** – Customer agrees to pay all charges incurred through access of customer account. Payment for all services is to be prepaid in advance. Payment is due upon receipt of invoice. Accounts are in default if payment is not received within 10 days after the date of invoice. Accounts in default may have their service interrupted and/or terminated without prior notice. Such interruption or termination does not relieve you from the obligation to pay the monthly charge. Interruption of services that are “placed on hold” and their subsequent reinstatement shall be subject to a service charge of \$15.00. Services are procured on a monthly basis, and any use of the Services within a month, whether for dedicated access, email or web hosting is considered continued subscription of the Services for that month. Customer agrees to notify SYV-ONLINE.COM via email, postal mail of any change to the billing address.

**7. TERMINATION OF SERVICES** – Customer may terminate the account for dedicated connections or web hosting at the end of any month solely by notifying SYV-ONLINE.COM in writing to: P.O. Box 410, Solvang, CA 93464. **Customer agrees to pay service charges until the end of the billing cycle in which termination is requested. Such notice of termination must be received within five calendar days prior to the beginning of the next billing cycle.** All accounts will continue to be billed until a written notice of termination is received, whether or not the account is actively used. Discounted or special promotional pre-paid accounts are non-refundable. Without prior notice, SYV-ONLINE.COM may terminate your account and your use of the Services, for any reason, including, without limitation, if SYV-ONLINE.COM, in its sole discretion, believes you have violated this Agreement, its Acceptable Use Policy, or if you have failed to pay any charges when due. SYV-ONLINE.COM may provide termination notice to you by: a) US Mail, delivered to your billing address reflected in our records, or b) email to your account email address with us. Such termination shall not relieve you from any obligations of payment for the Services under this Agreement.

**8. CHOICE OF LAW** – You and SYV-ONLINE.COM agree that the law of the State of California, USA, will apply to all matters relating to this Agreement and to SYV-ONLINE.COM. In addition, you and SYV-ONLINE.COM agree and consent that the courts of Santa Barbara County, California, USA, will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to this Agreement or to the services provided hereunder.

**9. ENTIRE AGREEMENT** – It is expressly understood that there are no oral agreements or understandings between you and SYV-ONLINE.COM which will be deemed to extend, restrict, or otherwise supersede the exact terms of this Agreement, and no personnel is authorized to modify, alter or amend the terms set forth herein except by written instrument, signed by an authorized officer of SYV-ONLINE.COM. If any provision of this Agreement fails to comply with applicable law, then this Agreement shall, without prior notice, be automatically modified to conform with the minimum requirements of any law or governmental regulation having application to or jurisdiction over the subject matter or parties hereto. Otherwise, this Agreement constitutes the entire agreement between the parties.

SYV-ONLINE.COM P.O. Box 410, Solvang, CA 93464 805-686-1262 1-800-231-2380