



NetGain Internet Services Agreements and Policies

By subscribing to or using NetGain Internet Services (hereinafter "NIS"), you agree to abide by the following agreements and policies:

- **Acceptable Use Policy**
- **Abuse Policy**
- **Terms of Service Agreement**
- **Privacy Policy**
- **Billing Policy**

NIS reserves the right to terminate any account for violations of the above policies and to revise, amend or modify any of the above policies at any time and in any manner.

The information contained in this web site does not constitute an offer to sell or a solicitation of an offer to buy securities. The information contained in this web site does not constitute investment advice.

Links to third party web sites on this site are provided solely as a convenience to you. If you use these links, you will leave NIS's web site. NIS has not reviewed, does not control, does not endorse, and is not responsible for any of these sites or their content. If you decide to access any of the third party web sites linked to NIS's web site, you do so entirely at your own risk.

Acceptable Use Policy:

1. Say or do whatever you want in the appropriate forum. If you are not sure what's appropriate, ask.
2. Don't do anything that is illegal. If illegal content is reported as originating from our system, we will delete the file and report the action to the appropriate victims and/or law enforcement. If illegal content which originated from outside is reported on our system, we will delete the file from public access, archive the item for law enforcement, and report the action to the originating system's administrators.
3. Do not do anything to jeopardize the integrity of the Internet or NIS's systems.
4. Follow the policies of the Internet's global community.
5. Review and abide by our Abuse Policy and Terms of Service Agreement

Violation of the Acceptable Use Policy may result in immediate account termination and forfeiture of any fees.

Abuse Policy

NIS is committed to serving its customers and preserving the integrity of the Internet by following widely accepted guidelines of Internet communication. Abusive practices are strictly prohibited on NIS's network. We are available to assist you in any way possible should you need advice about proper use of Internet resources or should you become the target of abuse via the Internet.

Violation of the Abuse Policy may result in immediate account termination and forfeiture of any fees.

We deal with two different types of abuse:

Abuse ON the net Abuse ON the net refers to actions that would violate the laws, norms, customs or manners independent of the medium chosen to carry out the action. Acts which are considered abusive if carried out via paper mail, telephone, personal contact, fax, etc., fall into this category. Abuse ON the net is mainly concerned with the content and/or intent of communication. Examples include fraud, assault, harassment, stalking, forgery, obscene

communication, child pornography, copyright infringement and unlawful distribution of intellectual property.

Abuse OF the net Abuse OF the net refers to actions which interfere with the normal functionality of the network. Examples include excessive multi posting or cross posting of USENET articles, unsolicited broadcast email ("spam" and "velveeta"), mailbombing, denial of service or security related attacks. We also consider "camping," or using an NIS dial-up account for dedicated access, abuse of the net. Some of these activities may be actionable under criminal and civil statutes.

General Guidelines for all Abuse matters

Innocent Until Proven Guilty

Experience shows that a significant percentage of abuse reports are either erroneous or are intended to harm the alleged perpetrator. Administrative or disciplinary action will not be initiated without evidence which unambiguously identifies the account responsible for the alleged abuse.

Customer Privacy Is Paramount

Information about customers of NIS will not be released, except to duly authorized officers of the state and federal courts or investigatory authorities who present the proper legal documents and except as otherwise set forth in this policy and in our Acceptable Use Policy. Information concerning accounts involved in alleged offenses will not be released to the complainant nor to the press. See our Privacy Policy.

Guidelines for Abuse ON the Net

In general, we do not review or monitor the contents of our customers' communications. However, when abusive content is brought to our attention, we will cooperate as necessary with law enforcement authorities within the appropriate legal boundaries and dispose of the matter in accordance with NIS's policies and any additional constraints imposed by law. If illegal content is reported as originating from our system, we will delete the file and report the action to the appropriate victims and/or law enforcement. If illegal content which originated from outside is reported on our system, we will delete the file from public access, archive the item for law enforcement, and report the action to the originating system's administrators.

Guidelines for Abuse OF the Net

Our customers pay us for services rendered. To provide those services, NIS establishes and maintains a significant investment in people, equipment and software. We are obligated to maintain our systems to meet the standards set by our customers, our investors and the global Internet community.

Attacks

Accounts used to carry out attacks (mailbombs, network transport attacks, newsgroup flooding) will be closed immediately upon authorization by a designated member of the staff of NIS. If compelling evidence suggests that the security of the account was compromised and that the attack was not carried out by the holder of the account then at the discretion of NIS, the account may be reinstated with a different username/password.

Spam

A single, substantiated complaint of email broadcasting will result in the suspension of the account determined to be responsible for the email. For first offenses, the customer will be contacted, the Abuse Policy will be explained and the customer will be asked to abide by this policy. At the discretion of NIS, a customer's account may be reactivated following the customer contact and the customer's agreement to abide by our Abuse Policy. Upon any subsequent offense, the account will be permanently closed. In the event that a customer does not agree to abide by our Abuse Policy, the account will be permanently closed. Be aware that this also applies to accounts, such as web sites, advertised in spam. For example, if an NIS customer's web site is advertised in spam, even though the customer did not send the spam, the customer has violated this Abuse Policy and will be contacted and/or the account closed as set forth above.

In ANY event of abuse, NIS reserves the right in its sole discretion to immediately terminate the account. Accounts terminated for abuse issues are not eligible for refunds. Moreover, accounts associated with abuse will be responsible for paying NIS's costs and expenses of identifying, terminating and correcting such abuse.

Reporting Abuse

To report any instance of abuse, contact: support@netgainservices.com

If you are receiving unsolicited email, you may redirect the mail, along with all headers to. We will contact the provider of the sender's account. You may also contact that provider by sending email to:

postmaster@providers.name (insert provider domain)

Copyrights and Trademarks:

Clients represents to NIS and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in Web pages are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend NIS and its subcontractors from any claim or suit arising from the use of such elements furnished by Client. NIS retains the right to display graphics and other Web design elements as examples of his work in his respective portfolios and display "Web Site Design and Development By", inserted NetGain Internet Services Logo with URL address, on each Web site page within the assembled work. However, the developed Web Site and its contents, except those graphics owned-copyrighted to NIS, are the property of Client and all rights to ownership exclusively transfer to Client upon execution of this agreement.

Terms of Service Agreement

Read these Terms of Service carefully before using our Internet services ("Services"). By subscribing to or using our Services, you agree to abide by these Terms of Service as well as our Acceptable Use Policy, Abuse Policy and Billing Policy.

Other than information listed on our Web site, information about our operational policies and procedures may be released only to the appropriate duly authorized officers of the state and federal courts or investigatory authorities who present the proper legal documents

Violation of any of our policies may result in immediate account termination and forfeiture of any fees.

AnyTime Access

Anytime means that access is allowed anytime. No limits exist with regard to time of day or day of week for establishing a connection. Anytime does not mean the ability to connect for a period of unlimited duration.

Using a personal account (including any free Web space) for high volume or commercial use is prohibited. NIS reserves the right to manage existing resources which includes setting limits on the size of your mail box and the length of time email may be stored on the mail server here. Mailboxes that come close to exceeding the current size limitation of ten megabytes will receive a notice informing of the current size of their mail box and requesting that mail be removed from the server located at NIS. Once a mailbox exceeds its size limitation incoming messages will be returned to the sender with the notification that the intended delivery could not be made to the mail box because it is full. Messages that have been on the server for thirty days or longer will be deleted by NIS.

Software

The software and other products provided by NIS contain proprietary materials. Duplication or use not in accordance with the user agreement is strictly forbidden. The software provided by NIS may contain third party

shareware and its use may be subject to terms and conditions of separate shareware license agreements.

Payment and Billing

See our Billing Policy.

Pricing

Current prices for our Services are posted throughout our website at or may be obtained by calling (800) 958-6372. NIS reserves the right to change prices and institute new fees at any time.

Use of Account

Upon registration, you receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your account and must comply with these terms of service. You must keep your password confidential so that no one else may access the Services through your account. You must notify us immediately upon discovering any unauthorized use of your account.

Access Numbers

NIS may change its access numbers at any time. NIS may direct you to use certain numbers to access the Services or to restrict use of specific access numbers. Usernames, passwords and email addresses are NIS's property and NIS may alter or replace them at any time.

NIS E-MAIL CUSTOMERS

NIS is not responsible for lost or damaged email due to transferring attempts from other mailboxes. See also: "No Warrantees; Limitation of Liability," below.

NO WARRANTIES; LIMITATION OF LIABILITY.

NETGAIN INTERNET SERVICES HAS NO CONTROL OVER THE INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET, EXCEPT FOR THOSE SERVICES SPECIFICALLY OFFERED AND PROVIDED BY NETGAIN INTERNET SERVICES. NETGAIN INTERNET SERVICES HAS NO CONTROL OVER AND IS NOT RESPONSIBLE FOR ANY MATERIALS ON THE INTERNET WHICH MAY BE OFFENSIVE TO YOU OR ANY PRODUCTS OR SERVICES YOU MAY PURCHASE FROM THIRD PARTIES ON THE INTERNET. THE USER ASSUMES ALL RISK AND LIABILITY FOR ANY DAMAGE OR LOSS WHATSOEVER ASSOCIATED WITH THE USE OF THE INTERNET OR THE SOFTWARE, SERVICES OR PRODUCTS PROVIDED BY NETGAIN INTERNET SERVICES.

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NETGAIN INTERNET SERVICES' TOTAL LIABILITY TO ANY USER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY SUCH USER TO NETGAIN INTERNET SERVICES FOR THE SERVICES DURING A ONE YEAR PERIOD. THIS APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND) OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

Web Site Users

Links to third party web sites on NIS's site are provided solely as a convenience to you. If you use these links, you will leave NIS's web site. NIS has not reviewed, does not control and is not responsible for any of these sites or their content. NIS does not endorse or make any representations about these sites, or any information, software or other products, services or materials found there, or any results that may be obtained from using them. If you decide to access any of the third party web sites linked to NIS's web site, you do so entirely at your own risk.

Term and Termination

Use of the Services constitutes acceptance of these Terms of Service, NIS's other policies and any future versions. If you are dissatisfied with the Services or any related terms, conditions, policies or practices, your sole and exclusive remedy is to discontinue using the Services and to terminate your account.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to NIS by: registered or certified mail, return receipt requested addressed to NetGain Internet Services, Customer Service, 1409 Quebec Way, Bowling Green, Kentucky, 42101 or a telephone call directed to Customer Support Services at (800) 958-6372.

Your termination will only be complete upon your receipt of a cancellation confirmation number. Charges to your account will stop accruing the day NIS provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. If your account included space on NIS's servers, anything stored on this space will be deleted upon termination.

Without prior notice, NIS may terminate your use of the Services, your password or your account for any reason, including, without limitation, if NIS in its sole discretion believes you have violated these Terms of Service, our Acceptable Use Policy or any of our policies, or if you fail to pay any charges when due. NIS may provide termination notice to you by email addressed to your email account or by US Mail.

INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS NETGAIN INTERNET SERVICES FROM ANY AND ALL CLAIMS AND DAMAGES (INCLUDING ATTORNEYS' FEES AND EXPENSES) RELATED TO (I) YOUR BREACH OF THIS AGREEMENT OR ANY OTHER POLICIES OF NETGAIN INTERNET SERVICES OR (II) YOUR USE OF THE SERVICES OR THE INTERNET.

JURISDICTION

THIS AGREEMENT IS GOVERNED BY KENTUCKY LAW WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS. THE PARTIES AGREE THAT ANY DISPUTES REGARDING THIS AGREEMENT OR THE SERVICES WILL BE BROUGHT IN THE APPROPRIATE FEDERAL OR STATE COURT IN WARREN COUNTY, KENTUCKY. YOU CONSENT TO THE PERSONAL JURISDICTION OF SUCH COURTS SITTING IN KENTUCKY WITH RESPECT TO SUCH MATTERS OR OTHERWISE BETWEEN YOU AND NETGAIN INTERNET SERVICES AND WAIVE YOUR RIGHTS TO REMOVAL OR CONSENT TO REMOVAL.

Miscellaneous

This Terms of Service Agreement, the Acceptable Use Policy, the Abuse Policy, the Billing Policy and NIS's other user policies posted on NIS's Web site constitute the entire agreement between you and NIS with respect to your use of the Services. These Terms and Conditions and any of NIS's other user policies may be revised, amended, or modified at any time and in any manner.

Privacy Policy

NIS is committed to respecting the privacy of our customers. The personal information a customer provides to us is used by us to provide access service, bill the customer's account and update our customers on happenings

at NIS. We do not sell our customer lists or any customer personal information to others for marketing purposes. Additionally, we do not regularly monitor our customers' email, newsgroup posts, web sites or track their movements on the Internet. Other than bugging you periodically with a newsletter or with important announcements, we will do everything possible to protect your privacy and not subject you to multi level marketing schemes. Information about customers of NIS will be released only to the customer, to the appropriate employees of NIS or to duly authorized officers of the state and federal courts or investigatory authorities who present the proper legal documents.

Billing Policy

Subscribers must provide NIS with accurate and complete billing information including legal name, address, telephone number, and if required, credit card/billing information, and report to NIS all changes to this information within fifteen (15) days of the change. All accounts are automatically re-billed, depending on your billing frequency, without notification.

Billing Frequency

Your billing frequency is equal to the length of your billing cycle and is determined by the type of payment schedule you selected, e.g., monthly, semi annually, annually, bi annually. The cycle begins upon the first day of the month. If you prepay for six, twelve or twenty-four months of service, you will be provided service until the end of your prepaid term (subject to compliance with our abuse and other policies). As such, we will not refund prepaid accounts. Activation fees are not refundable.

Payment Methods

Credit Cards: Credit cards are billed according to the billing frequency. For example, an account with an annual billing frequency is charged once per year while it is active. Your account will be automatically re-billed without notification at the end of your billing frequency.

Auto-debits: Auto debits (e.g., electronic debits from a bank account) are billed according to the billing frequency. For example an account with an annual billing frequency is charged once per year while it is active. Your account will be automatically re-billed without notification at the end of your billing frequency. All auto-debit transactions are treated as checks for refund purposes in that refunds shall be delayed ten (10) business days to allow time for the debit to clear with the bank. You will be charged a fee of \$2.50 for each automatic bank account debit or credit transaction associated with your NIS. For example, if you pay for your internet services by an automatic debit of your bank account on a monthly basis, you will be charged \$2.50 per month in addition to the cost of your internet services Likewise, any refund you receive by an automatic credit to your bank account will be reduced by \$2.50. This fee does not apply to credit card and debit card transactions

Checks and Invoices: Customers choosing check/invoice payment options are sent an invoice promptly upon sign up. Payment of this invoice is due within fifteen (15) days. Recurring invoices shall be sent on the customer's next billing date. Refunds shall be delayed ten (10) business days to allow time for the check to clear with the bank.

Returns/Declines:

Customers shall receive notification of returned items (e.g., declines, NSF checks) via e mail. Customers with multiple instances of checks returned, credit cards declined, etc., shall be required to pre pay their memberships

for a period of at least 6 months. A \$25 NSF fee will be assessed for each returned check and ACH or credit card declines.

Termination:

To cancel services, subscribers are responsible for informing NetGain Internet Services in writing by letter, email or fax by the 25th of the month prior to the next billing cycle to avoid additional charges.

Charges and Refunds:

Subscribers are responsible for any charges to their account. Payment is due within 3 days of invoice or initial attempt at credit card charge or auto-debit, as applicable. You may be subject to pay a late fee of \$2.00 or 1 1/2% after ten (10) days. All charges are considered valid unless disputed in writing within fifteen (15) days of the billing date. Adjustments will not be made for charges that are more than ten (10) days old. NIS is not responsible for any charges or expenses (e.g for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by NIS.

Delinquent accounts may be suspended or canceled at NIS's sole discretion; however, charges will continue to accrue until the account is canceled. NIS may bill an additional charge to reinstate a suspended account.

Refunds are disbursed in the manner determined by NIS at its discretion (ie. check, credit to credit card or service credit). Any incorrectly issued refunds will be recovered by NIS in the same manner as the refund was issued. For example, suppose NIS charges your credit card for an amount, but that charge is subsequently voided because you dispute the charge with your credit card company. If NIS also issues you a refund for that charge (in the form of a credit to your credit card account), NIS is entitled to recover that refund by charging your credit card account for the amount of the refund. As stated above under "Billing Frequency," if you prepay for six, twelve or twenty-four months of service, you will be provided service until the end of your prepaid term (subject to compliance with our abuse and other policies). As such, we will not refund prepaid accounts. Activation fees are not refundable.

Note: Any type of account cancelled for a violation of our Acceptable Use Policy or Abuse Policy is not eligible for any type of refund.

If you have questions concerning your account, you may call Customer Support at (800) 958-6372 or send an email to: support@netgainservices.com

Thank you for your continuing support of NetGain Internet Services. We appreciate your business.