

Binary Net, LLC

LATE PAYMENT POLICY

As of June 1, 2007, payments are due in full within 20 days of the invoice date. If we have not received payment within 20 days of the invoice date, a fee of 10 percent of the total bill with a \$10.00 minimum will be added to the total owed. If payment is not received in full within 90 days, service will be suspended and a \$15.00 reconnect fee will be added to reestablish an account. Past due accounts will be turned over to a collection agency for payment.

NSF POLICY

Any check returned to Binary Net for insufficient funds will have a charge placed on the offending account equal to the amount charged against Binary Net for the returned check.

ACCEPTABLE USAGE POLICY

Internet Access Service binds the Customer and its users to accept the following Acceptable usage policy established by Binary Net:

Please read this agreement carefully. The customer agrees to be bound by the terms and conditions below.

1. USE OF BINARY NET AND OTHER NETWORKS ACCESSIBLE THROUGH DEDICATED OR VIRTUAL CONNECTION

- 1.1 Customer understands that, except for information, products or services clearly identified as being supplied by Binary Net, Binary Net does not operate or control any information, products or services on other networks in any way and that, except for such Company-identified information, products or services, all merchandise, information and services offered or made available or accessible through Binary Net or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Binary Net or its affiliates.
- 1.2 Customer assumes total responsibility and risk for use of service. Binary Net may exercise control over the content of the information passing through it within the terms of this agreement.
- 1.3 Information sent through the connection for public use may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. User agrees to indemnify and hold harmless Binary Net from any claims resulting from his or her use of the service which damages User or another party.
- 1.4 Any access to other networks through Service must comply with the rules appropriate for that network.

- 1.5 Use of any information obtained via Service is at Customer's own risk. Binary Net specifically denies any responsibility for the accuracy or quality of information obtained through its Service. It is solely 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, accessible through Service or through other networks via Service. Customer understands that other networks which are accessible via Internet might contain unedited materials, some of which are sexually or otherwise explicit or may be offensive.
- 1.6 Customer accesses such materials at his or her own risk, Binary Net has no control over and accepts no responsibility whatsoever for such materials.

2. NO SERVICE WARRANTIES

- 2.1 The internet service is provided on an "as is" and "as available" basis without warranties of any kind, whether expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose.
- 2.2 No advice or information given by Binary Net, its contractors or its employees shall create a warranty. Binary Net does not warrant that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of harmful components.

3. PRICING AND PAYMENT

- 3.1 If Customer's payment by check fails, there will be a fee charged to the user up to the maximum amount allowed by law.
- 3.2 If Customer's payment by credit card fails authorization by VISA®, Mastercard® or Novus®/Discover® service center verification system, another method of payment will be requested and account will remain unpaid until the adequate method of payment is presented.
- 3.3 Customer in default will have his or her service interrupted. Such interruption does not relieve User from the obligation to pay continuing charges.
- 3.4 Only a written request by Customer to terminate Service relieves Customer of the obligation to pay continuing charges. Cancellations notice must be submitted by U.S. mail, e-mail to support@binary.net e-mailed from Service's account or faxed to us. User in default is subject to an interest charge of maximum allowable by State laws per month rate on the outstanding balance. If Customer defaults, he or she agrees to pay Binary Net its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.

4. USER CONDUCT ON THE SERVICE

Customer may not: use the service as a vehicle to:

- 4.1 Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, including without limitation any transmissions constituting or encouraging 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;
- 4.2 Post or transmit any information or software which contains harmful component included but not limited to: software viruses of any kind, self-replicating programs that might cause harmful interference for User's and/or Binary Net's hardware and/or software;

- 4.3 Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

The following violations are grounds for immediate suspension of Service that will result in termination of the User's account(s):

- 4.4 Posting a single article or substantially similar articles to an excessive number of newsgroups (i.e., 15 or more) or continued posting of articles which violate the newsgroup charter or provoke complaints from the regular readers of the newsgroups for being off-topic.
- 4.5 Sending unsolicited mass e-mailings (i.e. to more than 20 users) which provoke complaints from recipients.
- 4.6 Executing automated tasks including Internet Relay Chat, self-replicating scripts and programs, bots from a service other than Binary Net and using account on Binary Net as a "Reply-to" address (a mail drop) for responses.
- 4.7 Using IRC "bots" on Service, whether on Service's IRC server or any other. Such software may not be stored on Service.
- 4.8 Users, whose accounts are terminated or suspended for any of the above infractions, are also responsible for the cost of labor to cleanup and respond to complaints incurred by Binary Net.

5. SERVICE MONITORING

Customer agrees that Binary Net has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Binary Net will not intentionally monitor or disclose any private electronic-mail message unless required by law. Binary Net reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

6. CREDIT CARD USE

Binary Net is not in any manner responsible for credit card charges made neither by e-commerce clients using the Binary Net processing system nor for any loss or damage arising, directly or indirectly, from the acceptance of credit cards by such clients. The responsibility for verification of ownership of and entitlement to use any credit card, including any related liability, is the sole responsibility of the client.

7. HIPAA DISCLAIMER

Binary Net provides access to the Internet for businesses that fall under the HIPAA Privacy rules. Except as noted in 7.1 Binary Net does not have access to data that is governed by HIPAA Privacy rules and does not accept liability for data that is transmitted using the Binary Net service.

- 7.1 SSL certificates installed by Binary Net for customer's encryption needs meet industry standards.

MISCELLANEOUS

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 and the remainder of the provisions shall remain in full force and effect.

Binary Net'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 Nebraska, without regard to its conflicts of law provisions. Any cause of action User 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.