

CUSTOMER SERVICE AGREEMENT

This is an agreement between You and Netwood Communications, LLC (herein referred to as Netwood) regarding Your use of Netwood's computer, interactive information, communication and server management service. This Agreement governs the terms and conditions under which Netwood makes the services offered by Netwood available to individual consumers through a personal computer or similar access, or to individual consumers or small businesses in connection with Netwood's web hosting or similar services. Under this Agreement, You must comply with Netwood's then current "Acceptable Use Policy," as updated from time to time by Netwood, which can be viewed at <http://www.netwood.net/docs/aup.htm>.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

1. Netwood will host an account for You, the purchaser (hereafter referred to as the Account Holder), for the Account Holder's chosen domain name, for the period of time (the Term) corresponding with the payment plan chosen by the Account Holder. This contract will be automatically renewed at the end of the Term and each successive renewal term, unless terminated. We require written notification of non-renewal with at least 30 days notice but not more than 60 days prior to the renewal date. If you do not provide this notice, you will be charged for the next terms rate. There are no refunds on a la carte services, dedicated servers or server collocation.

2. Netwood's services are provided on an as is, as available basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or non-infringement. Netwood expressly disclaims any representation or warranty that the Netwood services will be error-free, secure or uninterrupted. No oral advice or written information given by Netwood, its employees, licensors of the like, will create a warranty; nor may you rely on any such information or advice. The terms of this Section will survive any termination of this Agreement.

3. The Virtual Web Server Internet account and/or related electronic services can only be used for legal purposes under all applicable international, federal, provincial, and municipal laws. Violations of these or any other provisions of this Agreement may result in termination of the services provided by Netwood, with or without the grant of a notice or cure period, such notice or cure period to be granted at the sole discretion of Netwood based upon the severity of the violation. Netwood reserves the right to refuse service if any of the content within, or any links from, the Account Holder's website is deemed illegal, misleading or is otherwise in breach of Netwood's then current Acceptable Use Policy, in the sole and absolute opinion of Netwood.

Notwithstanding anything in this Agreement, the content of the Account Holder's website is the sole responsibility of the Account Holder. The Account Holder agrees to indemnify and hold harmless Netwood from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred by Netwood, (collectively Claims) related to or in connection with the content of the Account Holder's website. The terms of this Section will survive any termination of this Agreement.

4. Account Holder acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to the Account Holder. Account Holder is aware that Netwood reserves the right to change the specified rates and charges from time to time.

5. Account Holder is responsible for security of its password. Netwood will not change passwords to any account without proof of identification, which is satisfactory to Netwood, which may include written authorization with signature. In the event of any partnership break-up, divorce or other legal problems that includes Account Holder, Account Holder understands that Netwood will remain neutral and may put the account on hold until the situation has been resolved. Under no circumstances will Netwood be liable for any losses incurred by Account Holder during this time of determination of ownership, or otherwise. The Account Holder agrees to indemnify and hold harmless Netwood from any and all Claims arising from such ownership disputes. The terms of this Section will survive any termination of this Agreement.

6. The Account Holder agrees not to harm Netwood, its reputation, computer systems, programming

and/or other persons using Netwood's services. Netwood reserves the right to select the server for Account Holder's website for best performance. The Account Holder understands that the services provided by Netwood are provided on a shared server. This means that one website cannot be permitted to overwhelm the server with heavy CPU usage, for example from the use of highly active CGI scripts or chat scripts. If the Account Holder's website overwhelms the server and causes complaints from other users, the Account Holder has outgrown the realm of shared servers, and will need to relocate its website. Netwood will refund any unused portion of prepaid services. If the Account Holder refuses to comply with this Section, then Netwood has the right to terminate the services provided to the Account Holder without any refunds of the unused portion prepaid by the Account Holder. The Account Holder agrees to indemnify and hold harmless Netwood and any other Account Holder from any all Claims resulting from the Account Holder's use of the services provided by Netwood. The terms of this Section will survive any termination of this Agreement.

7. Netwood shall not be liable for any damages suffered as a result of using, modifying, contributing, copying, distributing, or downloading of materials from the web server. In no event shall Netwood be liable for any indirect, punitive, special, incidental, or consequential damage (including but not limited to loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use of performance of information available from this web server.

8. Account Holder has sole responsibility for the adequate protection and backup of data and/or equipment used in connection with the web server and Account Holder will not make a claim against Netwood for lost data, re-run time, inaccurate output, work delays, or lost profits resulting from the use of the web server. Account Holder agrees to hold Netwood harmless from, and promises not to sue Netwood for, any claims based on or related to the use of the web server and or other Netwood services.

9. The Account Holder's rights and privileges under this Agreement cannot be sold or transferred without the prior written consent of Netwood.

10. If the Account Holder sells or resells advertising or Web space to a third party then the Account Holder will be responsible for the contents of that advertising and the actions of that third party. Netwood has the absolute right to reject any advertising or other third party content that is illegal or otherwise in breach of the then current Netwood Acceptable Use Policy. If the Account Holder refuses to remove any advertising or other third party content deemed objectionable by Netwood, Netwood may terminate the services being provided to the Account Holder.

11. Netwood will use its best efforts to maintain a full time Internet presence for the Account Holder. The Account Holder hereby acknowledges that the network may, at various time intervals, be down due, but not restricted to, utility interruption, equipment failure, natural disaster, acts of God, or human error. In no event shall Netwood be liable to the Account Holder for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof. The aggregate, total liability of Netwood under this Agreement, if any, shall in no event or circumstance exceed the total amount actually paid by the Account Holder hereunder. The terms of this Section will survive any termination of this Agreement.

12. This Agreement applies to all accounts, sub-accounts, and alternative account names associated with your principal account. The Account Holder is responsible for the use of each account, whether used under any name or by any person, and for ensuring full compliance with this Agreement by all users of that account. A Netwood account may not be transferred without prior written approval from Netwood. The Account Holder is responsible for maintaining the confidentiality of his/her password. In the event of a breach of security through the Account Holder's account, the Account Holder will be liable for any unauthorized use of the Netwood services, including any damages resulting there from, until the Account Holder notifies Netwood's customer service.

13. If Netwood assigns the Account Holder an Internet Protocol address in connection with the Account Holder's use of the Netwood services, the right to use that Internet Protocol address will remain with and belong only to Netwood, and the Account Holder will have no right to use that Internet Protocol address except as allowed by Netwood in its sole and absolute discretion.

14. This Agreement constitutes the entire agreement between the Account Holder and Netwood with respect to the Netwood services and supersedes all prior agreements between the Account Holder and Netwood. Netwood's failure to enforce any provision of the Agreement shall not be construed as a waiver of any provision or right. In the event that a portion of this Agreement is held unenforceable, the unenforceable portion will 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 will remain in full force and effect. The terms of this Section will survive any termination of this Agreement.

15. The parties shall attempt to resolve all disputes arising out of this Agreement in a spirit of cooperation and with a problem-solving mindset, without formal proceedings. Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in Los Angeles, California. Should any legal action permissible under this Agreement be instituted to enforce the terms and conditions of this Agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses incurred at both the trial and appellate levels. The terms of this Section will survive any termination of this Agreement.

16. The Account Holder agrees to indemnify and hold Netwood harmless from any and all Claims resulting from or connected with any activities conducted by the Account Holder. The Account Holder and Netwood will promptly notify the other upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. The rights and responsibilities established in this paragraph will survive any termination of this Agreement.

17. Netwood may include the Account Holder's name and contact information in directories of Netwood service subscribers for the purpose promoting the use of the services by additional potential clients. However, Netwood is not authorized to print the Account Holder's name, trademarks or other identifying information in any other advertising or promotional materials without the prior written consent of the Account Holder.

18. The interpretation and enforcement of this Agreement shall be governed according to the laws of the state of California (excluding its choice of law rules) and the federal laws of United States applicable therein. The Account Holder hereby consents to personal jurisdiction in the federal and provincial courts of Los Angeles, California for any action arising out of or relating to the Account Holder's use of the Netwood services. The federal and provincial courts of Los Angeles, California will have exclusive jurisdiction over all such actions. In any such action, the prevailing party will be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees. The terms of this Section will survive any termination of this Agreement.

19. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any express mail service; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

20. Virtual account holders can receive a refund if account is cancelled within the initial 30 days after sign up. Reseller account holders can receive a refund if account is cancelled within the initial 7 days after sign up. If the account holder cancels after the time period specified, there will be no refund given. All cancellations must be done via the secure on-line form at <https://www.netwood.net/cancellation.html>.

21. Netwood may temporarily deny service or terminate this Agreement upon the failure of Account Holder to pay charges when they become due. Such termination or denial will not relieve the Account Holder of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

22. If an account holder's account becomes overdue, the account will be suspended. Interest will accrue on the overdue account at a rate of 5% per month until the outstanding balance is paid in full.

23. If an account holder's account is overdue for 90 days, the account will be handed over to an outside collection agency. At that time the account holder will incur a \$50.00 collection fee added to the balance previously due.

24. All accounts are subject to verification.

25. You agree that Netwood may establish limits concerning use of any Netwood service offered on any Netwood web site, including without limitation the maximum number of days that e-mail messages will be retained by any Netwood service, the maximum number of e-mail messages that may be sent from or received by an account on any Netwood service, the maximum disk space that will be allotted on Netwood's servers on your behalf either cumulatively or for any particular service. You agree that Netwood has no responsibility or liability for the or for any particular service. You agree that Netwood has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by any Netwood service. You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Netwood service may change at any time.