

Internet Service Agreement

Read This Internet Service Agreement Carefully Before Using Our Internet Services.

1. INTRODUCTION.

MYVOCOM (“MYVOCOM”) provides its Internet services, as they may exist from time to time (“Services”), to users who pay a monthly service fee to subscribe to the Services (“Customers”) as well as to those who access some of our Services but do not have accounts (“Visitors”). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Customer, you must terminate your use of the Services under Section 10.

2. SUBSCRIPTION REQUIREMENTS.

Customers must be at least 18 years old. Current prices for MYVOCOM’s Services are posted at our offices and on our website at <http://www.myvocom.net>. These rates may also be obtained by calling 435-784-3175. MYVOCOM reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

3. PAYMENT OBLIGATIONS OF A CUSTOMER.

(a) Customers must (i) provide MYVOCOM with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to MYVOCOM all changes to this information within thirty (30) days of the change. Customers are responsible for any charges to their account.

(b) Customers having questions regarding charges to an account, should contact MYVOCOM’s Customer Service Department at 435-784-3175. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

(c) For Customers desiring automatic billing, charges are billed to Customers’ credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. MYVOCOM is not responsible for any charges or expenses (e.g for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by MYVOCOM.

(d) For all other methods of payment, payments are due within 15 days after the first day of the month for which the charges are incurred.

(e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.

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

(g) In the future, MYVOCOM may charge for taxes and other applicable fees.

(h) Late fees will be assessed on delinquent accounts.

4. CUSTOMER'S ACCOUNT, PASSWORD, AND SECURITY.

Upon registration, Customers 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 MYVOCOM account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must not share your account or MYVOCOM services with non-MYVOCOM customers by connecting their equipment to your equipment or MYVOCOM's equipment by wires or wirelessly. You must notify MYVOCOM immediately upon discovering any unauthorized use of your account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Customer's allotted email space may, at MYVOCOM's discretion, be transferred to a compressed temporary file or storage. MYVOCOM may delete the temporary file from the server 60 days after notifying you. Any Web site exceeding the amount of space allotted to such Customer may be suspended until the Customer reduces the disk space usage to the amount of space allotted or less or purchases additional megabytes. Any Web site exceeding the traffic limits for such Customer will be billed for excess traffic. You may establish a commercial or high-volume account by calling 435-784-3175.

Usernames, passwords and email addresses are MYVOCOM's property and MYVOCOM may alter or replace them at any time.

5. MONITORING THE SERVICES.

MYVOCOM has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if MYVOCOM, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Customers. Please see our Privacy Policy. MYVOCOM may immediately remove your material or information from MYVOCOM's servers, in whole or in part, which MYVOCOM, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY MYVOCOM, MYVOCOM DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. MYVOCOM HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYVOCOM DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MYVOCOM MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MYVOCOM OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MYVOCOM OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. MYVOCOM AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, MYVOCOM'S CUMULATIVE LIABILITY TO ANY CUSTOMER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

EQUIPMENT PROVIDED BY MYVOCOM SHALL REMAIN THE PROPERTY OF MYVOCOM. THE CUSTOMER IS RESPONSIBLE FOR PROPER CARE OF THAT EQUIPMENT. IN THE EVENT OF EQUIPMENT FAILURE MYVOCOM, AT ITS SOLE OPTION, WILL REPLACE OR REPAIR CERTAIN EQUIPMENT AT NO ADDITIONAL CHARGE TO YOU, PROVIDED, IN MYVOCOM'S SOLE JUDGEMENT, YOU HAVE TAKEN REASONABLE CARE OF THE EQUIPMENT. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF MYVOCOM'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN MYVOCOM OR ITS CONTRACTOR.

MYVOCOM RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME.

MYVOCOM SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND

OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF MYVOCOM, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST MYVOCOM IN CONTRACT, TORT OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS UNDER THE LAWS OF UTAH.

7. SOFTWARE LICENSE.

MYVOCOM grants to each Customer a limited, nonexclusive, nontransferable and nonassignable license to install and use the MYVOCOM access software (including software from third-party vendors that MYVOCOM distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. Each Customer agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. MYVOCOM may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Customer.

The Licensed Programs constitute confidential and proprietary information of MYVOCOM and MYVOCOM's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with MYVOCOM and MYVOCOM's licensors. Customer shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Programs or any part thereof. You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

8. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain "MYVOCOM.net" or any other site operated by MYVOCOM (the "Web site") is a complimentary information service offered by MYVOCOM at no charge to users.

We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain "MYVOCOM.net" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by MYVOCOM of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "MYVOCOM", (b) the link must "point" to the URL "<http://www.MYVOCOM.net>" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by MYVOCOM, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) MYVOCOM may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by MYVOCOM.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by MYVOCOM.

MYVOCOM assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold MYVOCOM harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify MYVOCOM from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. MYVOCOM will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to MYVOCOM to use on the Web site will be deemed to be a grant by you to MYVOCOM of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

9. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Customer, to terminate your account.

10. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to MYVOCOM by:

a face-to-face personal conversation with a MYVOCOM customer service representative.

registered or certified mail, return receipt requested addressed to MYVOCOM, P. O. Box 127, 368 N. Main Street, Manila, Utah 84046-0127; or

a telephone conversation with a customer service representative (not our answering machine or voice mail) at 435-784-3175.

Email termination of your basic Internet access account will not be accepted. To terminate Web Hosting and/or Business Services, you must call 435-784-3175. Your termination will only be complete upon your receipt of a cancellation confirmation number from MYVOCOM. Charges to your account will stop accruing the day MYVOCOM 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. Email cancellation requests will not be accepted. If your account included space on MYVOCOM's servers, anything stored on this space will be deleted upon termination.

Without prior notice, MYVOCOM may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if MYVOCOM, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. MYVOCOM may provide termination notice to you by: email addressed to your email account, by US Mail to the address you provided for the Services, or by telephone conversation. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing, on the fourth (4th) calendar day following the date of first-class mailing or immediately upon receipt of notice by telephone.

Sections 3, 4, 6, and 11 of this Agreement shall survive termination of this Agreement.

11. JURISDICTION.

This Agreement is governed by Utah law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Utah law and will be held in the nearest appropriate Utah facility. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

12. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, the Privacy Policy, and MYVOCOM's other user policies posted on MYVOCOM's Web site constitute the entire agreement between you and MYVOCOM with respect to your use of the Services.

MYVOCOM may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on MYVOCOM's Web site (<http://www.MYVOCOM.net>) and/or by email and/or in our various publications and mailings to Customers.

I agree:

Customer Name _____

Customer Signature _____

Date _____