

Operational Agreement

Becoming a subscriber to CySpace City Marketing constitutes an agreement to abide by these rules. All references to CySpace City Marketing in Operational Rules and Service Agreement Terms include the system and its employees.

1. CySpace City Marketing is not to be used by customers or users for any illegal activities or other purposes prohibited by law.
2. The customer assures that all information when applying for an account is correct. The customer agrees to update this information within a month if changes are made.
3. The customer and users agree to keep their passwords secret. You will be held liable for misuse of your account by others.
4. Any customer or user can upload or download material on the CySpace City Marketing system subject to the following conditions. Copyrighted material can only be placed on the CySpace City Marketing system with the author's permission. CySpace City Marketing reserves the right to modify material you want to be made accessible to the public. The customer or user assumes all risks in determining whether such material is copyrighted or public domain.
5. The customer or user shall obey Internet acceptable use policies. While the CySpace City Marketing system is on a commercial exchange, the customer or user assumes all the risks of transferring prohibited material across restrictive networks and transgressing their acceptable use policies. Otherwise, the Internet can be used for business purposes in almost all cases. Expressly prohibited activities include advertising or sending promotional materials to others without prior express agreement from such others. Posting advertisements to inappropriate USENET newsgroups is also expressly prohibited. Implicitly prohibited activities include the unlicensed international export of various materials and email spamming.
6. The customer or user will not attempt to undermine, hinder, damage, or disrupt the hardware, software, or security of the CySpace City Marketing system or the Internet and its systems.
7. CySpace City Marketing will maintain the strict privacy of all customer and user accounts except in the case of court order. CySpace City Marketing, however, does not guarantee the safety, accuracy, or content of any materials or information on the Internet or any materials the customer transfers or receives on the Internet. The customer or user acknowledges that all information obtained on the Internet or CySpace City Marketing is provided without warranty of any kind and that the customer's or user's risk of acting on such information is entirely his/her own.
8. CySpace City Marketing reserves the right to modify the rules at any time by publishing such modifications over the service and sending notices to each customer and user.
9. The customer or user agrees to waive all claims against CySpace City Marketing, legal or otherwise incurred by the CySpace City Marketing system or the Internet and its systems. The customer also agrees to indemnify and hold harmless CySpace City Marketing from any claims and expenses related to the customer's or user's violation of the Operational Rules or the Service Agreement Terms.
10. CySpace City Marketing Inc. operates under the laws of Dupage County, the State of Illinois, and the United States of America.

Service Agreement Terms

1. The customer's right to use CySpace City Marketing is not transferable, unless expressly permitted by CySpace City Marketing employees. Customers will pay for all costs associated with the use of their accounts, whether authorized or not. Customers explicitly are not permitted to set up Internet hosts or daemons on their computer(s) through their accounts.
2. The customer agrees to indemnify CySpace City Marketing against liability for any and all use of the customer's account(s).
3. The customer is responsible for providing any and all equipment and services needed to access the system.
4. The customer agrees to pay all subscription fees, service fees, or merchandise purchases according to the payment method and rates selected by the customer. CySpace City Marketing has the right to instantly cancel all unpaid or not fully paid subscriptions. Any remaining unpaid subscription dues will be billed to the customer including extra fees for bounced checks. Bills unpaid more than 15 days may be sent to a third party for collection and may incur a collection fee.
5. Payments to CySpace City Marketing are non-refundable. No refunds shall be given for cancelled accounts, returned merchandise, or SLIP/PPP installations unless the account, merchandise, or installation was clearly defective and non-working. Cancellations of accounts must be made by email, U.S. mail, or fax and shall terminate at the end of the account period.
6. CySpace City Marketing will attempt to maintain 99% uptime. Unscheduled shutdowns may occur without prior warning. We will attempt to inform each customer by email of planned shutdowns at least one week before they occur. The customer waives all liability regarding damages involved from shutdowns or loss of materials that might occur in our normal operations. We recommend customers to regularly backup or download important information stored with us.
7. Business or group customers agree to waive liability against CySpace City Marketing and employees relating to illegal user/employee activity on an account.
8. In the event of account termination or cancellation, the customer will have five business days to access any remaining materials stored with CySpace City Marketing and does not hold CySpace City Marketing liable for any damages or inconvenience associated with CySpace City Marketing deletion of such materials after such period. CySpace City Marketing will forward email free of charge for 30 days.
9. The customer or user agrees to all the Operational Rules.
10. CySpace City Marketing reserves the right to modify or add Service Terms by giving two weeks notice on the system and by sending electronic mail to all customers.
11. CySpace City Marketing reserves the right to modify, add, or remove all services and features of the system at any time. Current customers will receive adequate notice of such changes.
12. Untimed account holders are not permitted to share or otherwise let others use their accounts in any way. An Untimed dialup account is not a dedicated account and shall not be configured to become or otherwise act in any way like a dedicated account. Customers are instructed to disconnect from the Internet when not actively using it for more than 15 minutes at any time. Customers may not be connected more than 24 hours in a row. Customers who are actively using their connection for more than 24 hours in succession are instructed to disconnect and reconnect during the period to avoid account suspension. Interpretation of this service agreement term is at the sole discretion of CySpace City Marketing employees.
13. Customers may not use their accounts for mass unsolicited commercial email distribution (commonly known as spamming). Customers who do so anyway agree to pay CySpace City Marketing \$40,000 in service fees and damages.
14. This agreement contains the full understanding of the properties with respect to the subject matter within.
15. Infractions of the Service Agreement or Operational Rules by customers can result in immediate deletion of accounts without reimbursement. CySpace City Marketing may be able to make exceptions in the case of individual abusive users of business accounts. This decision is left entirely to the discretion of CySpace City Marketing employees.

Company Name

Agent Title

Signature

Date