



Terms of Service And Acceptable Usage Policy

Upon acceptance of your Customer ID from epix Internet Services (epix®) you agree to the following terms and conditions and acceptable usage of this policy. Customer means any individual, company, organization or other entity that purchases services for personal/business use, or for the purpose of re-selling internet services from epix®/Jack Flash®. If you do not agree to the Terms of Service as are set forth below, please cancel your epix®/Jack Flash® service. The Terms of Service and Acceptable Usage Policy may be changed at any time in the sole discretion of epix®/Jack Flash® service. Any such changes are effective upon delivery of Notice to the Customer as hereinafter described.

PAYMENT IN CONNECTION WITH USAGE AND SERVICE

Any bank charges related to direct debit transactions will be the responsibility of the customer. All direct debit accounts will be automatically renewed at the end of term with out notice unless otherwise notified prior to term date.

epix®/Jack Flash® reserves the right to change fees, surcharges, monthly fees or institute new fees at any time upon thirty (30) days prior notice. For customers who have prepaid for service, the new charges will be in effect when they next renew their service.

The customer may not place orders, or attempt to pay for epix®/Jack Flash® services using any expired, false or unauthorized credit card, or false or unauthorized bank or credit union information, and must promptly inform epix®/ Jack Flash® of the following

- 1) Changes in the expiration date of any credit card they use in connection with epix®/ Jack Flash®.
- 2) Any changes to the bank or credit union account they use in connection with epix®/ Jack Flash®.
- 3) Changes in their home or billing address.
- 4) Apparent breaches of security, such as loss, theft, or unauthorized disclosure or use of a credit card, bank or credit union account, ID or password.

Until epix®/ Jack Flash® is notified by telephone at 800-**EPIX-NOW**, or receives notice of a breach of security, the customer will remain solely liable for any unauthorized use of epix®/ Jack Flash®.

epix®/Jack Flash® reserves the right to suspend access to epix®/Jack Flash® for the customer's account(s) immediately, without notice, upon rejection of any credit card

charges, non-payment by the customer's bank or credit union of authorized charges or any other indication of credit problems.

The limit for storage space is 10 Meg of HTML, image files and email in your web directory for use on your site. If you need additional Meg or space for storage, the price is \$1.00 per Meg per month if ordered in ADVANCE. If you exceed the limit and do not order in advance, your account will be billed \$2.00 per Meg per month.

E-mail is the primary source of communication for epix®. It is the customers' responsibility to check their e-mail for system upgrades, suspension notices and information relating to epix® including but not limited to notices regarding changes to the Terms of Service/Acceptable Usage Policy. If service is terminated prior to the end of your billing cycle monthly charges will not be prorated.

LOG ON ACCESSABILITY

Unlimited access is defined as the ability to logon to epix® at anytime without hourly fees. epix® reserves the right to time-out a customer's connection after 20 minutes of inactivity or after 10 hours of continuous use. If you are disconnected because of a time-out, you may logon again. epix® reserves the right to provide warnings via electronic mail to customers who login for more than 10 hours per dial-up session. Always on is defined as the ability to logon to Jack Flash® at anytime without hourly fees.

The customer is responsible for obtaining and maintaining all equipment necessary to connect to epix®/Jack Flash®. Promotions including free use of equipment will be covered by specific terms and conditions.

THIRD PARTY SALES AND SERVICES

All matters concerning the sale of merchandise and services ordered from other customers and users of epix®/Jack Flash® and non-epix®/Jack Flash® customers (seller), including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between the seller and the customer. epix®/Jack Flash® makes no warranties or representations whatsoever with regard to any goods or services provided by sellers. epix®/Jack Flash® is not a party to such transactions or liable for any costs, damages, or liabilities arising either directly or indirectly from the actions or inactions of sellers. Opinions, advice, services and all other information expressed by customers, information providers, service providers, or other third party personnel on epix®/Jack Flash® are those of the provider and not of epix®/Jack Flash®. Customers are urged to seek professional advice for specific, individual situations.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

The entire risk as to the quality and performance of the epix®/Jack Flash® service, the quality of any related services, and the accuracy of any information, or quality of any software obtained through epix®/Jack Flash® is with the customer.

epix®/Jack Flash® does not warrant that the functions or services performed by, or that the information or software obtained through epix®/Jack Flash® will meet your requirements or that the operation of epix®/Jack Flash® will be uninterrupted or error-free or that defects in epix®/ Jack Flash® will be corrected. epix®/Jack Flash® is provided on an "as is, as available" basis. epix®/Jack Flash® does not make any warranties, expressed (except as expressly provided herein) or implied, including, without limitation, those of merchantability and fitness for a particular purpose, with respect to the epix®/Jack Flash® services.

The limited warranties provided herein are the only warranties of any kind that are made by epix®/Jack Flash®. No oral or written information or advice given by epix®/Jack Flash® or its authorized dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this warranty, and you may not rely on any such information or advice. This warranty gives you specific rights.

In no event will epix®/Jack Flash® be liable (i) to you for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of business profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use epix®/Jack Flash®, any services provided therein or information or software contained therein, even if epix®/Jack Flash® or its authorized representatives have been advised of the possibility of such damages, or (ii) for any claim by any other party.

Because some states do not allow the exclusion of limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

epix®/Jack Flash® liability to you for actual damages for any cause whatsoever, and regardless of the form of the action, will be strictly limited to the service fees paid by or on behalf of the customer to epix®/Jack Flash® for the period in which the damages occurred.

The customer is responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to epix®/Jack Flash® for the reconstruction of any lost data.

The customer specifically agrees to indemnify epix®/Jack Flash® for any losses, costs, causes of action, liabilities or damages, (including reasonable attorneys' fees) incurred by epix®/Jack Flash® and relating to, or arising out of customer's use of this service.

TELEPHONE CHARGES

epix®/Jack Flash® assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs, incurred by the customer while accessing epix®/Jack Flash®. Any disputes or problems regarding phone service are strictly between the customer and his or her local phone company and/or long distance service provider. It is the customer's responsibility at all times to assure that the number use to dial epix® does not include unexpected toll charges.

ELECTRONIC MAIL

Electronic mail ("Mail") is a private electronic message sent by a customer or by epix®/Jack Flash® to another customer or user of epix®/Jack Flash® or any other service provider.

epix®/Jack Flash® will not intentionally inspect the contents of mail sent by one customer to an identified addressee, or disclose such contents to other than the sender, or an intended recipient, without the consent of the sender or an intended recipient, unless required to do so by law. epix®/Jack Flash® reserves the right to cooperate fully with local, state, or federal officials in any investigation concerning or relating to any mail transmitted on epix®/Jack Flash®.

epix®/Jack Flash® may establish general practices and limits concerning use of mail, including without limitation the maximum number of days that email messages will be retained. This content will be retained by epix®/Jack Flash® for a period of no longer than ninety (90) days. You agree that epix®/Jack Flash® has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by epix®/Jack Flash®. You further acknowledge that epix®/Jack Flash® reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

e-mail/USENET

It is contrary to epix®/Jack Flash® policy for any user of any of these services to affect or participate in any of the following activities through an epix®/Jack Flash® provided service.

Customers are explicitly prohibited from sending unsolicited bulk mail messages (commonly known as UCE or spam). This includes but is not limited to: bulk mailing of commercial advertising, or informational announcements. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (otherwise known as usenet spam). The news server may refuse any post destined for more than ten (10) newsgroups automatically.

Forwarding or otherwise propagating chain e-mail letters (also known as multi-level-marketing (MLM)), whether or not the recipient wishes to receive such mailings is prohibited.

epix®/Jack Flash® accounts or services may not be used to collect replies to messages sent from another Internet provider where those messages violate this policy or the policies of the other ISP. The use of outside bulk re-mailer services or bulk e-mail services to promote an epix®/Jack Flash® housed web page, either personal or commercial is expressly forbidden.

The use of outside servers and or outside bulk re-mailer/e-mail services to promote via e-mail or USENET newsgroups, any service provided through the epix® network is expressly prohibited. News access is provided to customers based upon an understanding that it is used for normal reading purposes. Customers may not use programs designed to pull mass amounts of news down, more than 1500 articles per day per user, may have their news access limited, suspended, or terminated. Customers requiring more than 1500 articles per day per user may request a news feed or purchase more access to the server at epix®/Jack Flash® then current monthly rate.

Falsifying user information provided to epix®/Jack Flash® or to other users in connection with use of a epix®/Jack Flash® service including but not limited to forging the headers of, or return address of e-mail and USENET articles is prohibited.

COPYRIGHT AND OTHER PROPRIETARY RIGHTS

COPYRIGHTS: epix Internet Services, Inc. owns and retains the copyright in epix®. CTE owns and retains the copyright in Jack Flash®. Except for public domain material, electronic messages and material in message boards, all copyrightable material displayed on, or downloaded from epix®/Jack Flash® is copyrighted, and may not be redistributed, transmitted, re-transmitted or copied (other than a single copy for personal use), or published without permission of the copyright owner. All copyright or other proprietary rights notices contained in or associated with epix®/Jack Flash®, and any information or software contained therein must be preserved in, or on, any copies made of such material. The placement of copyrighted material in any public posting area, or software library of epix®/Jack Flash® without the consent of the copyright owner is in violation of the Terms of Service.

INFORMATION SUPPLIED BY THE CUSTOMER TO epix®/Jack Flash®

Information regarding a customer's credit card number(s), bank account number(s) which the customer supplies to epix®/Jack Flash® shall be used or disclosed only for the purposes for which such information was collected, or as required by law. epix®/Jack Flash® will not release any information to third parties about individual customers without the customer's written permission except when requested by a duly authorized law enforcement agency.

RESELLERS: Any Customer who purchases services from epix®/Jack Flash® will be held responsible, as outlined in this document, for all violations of this policy committed

by parties they re-sell any service to. This includes but is not limited to web hosting, dial-up, news, and e-mail services.

epix®/Jack Flash®, in its sole discretion, reserves the right to suspend, block/filter, or terminate your Internet access service(s), without prior notice, for any violation of this Terms of Service/Acceptable Usage Policy, or any local, state, and federal rules or regulations.

Nothing contained in this Policy shall be construed to limit epix®/Jack Flash® actions or remedies in any way with respect to any of the foregoing activities, and epix®/Jack Flash® reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the epix®/Jack Flash® service, and levying cancellation charges to cover epix®/Jack Flash® costs in the event of disconnection of dedicated access for the causes outlined above. epix®/Jack Flash® further reserves at all times all the rights and remedies available to it with respect to such activities at law or in equity.

In the event that any provision of the Terms of Service conflict with the law under which the Terms of Service are to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this agreement shall remain in full force and effect.

The Terms of Service shall be interpreted, construed and enforced in all respects in accordance with the laws of the Commonwealth of Pennsylvania. Each party irrevocably consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the federal courts situated in the Commonwealth of Pennsylvania, in connection with any action to enforce the provisions of the Terms of Service, to recover damages or other relief for breach or default under the Terms of Service, or otherwise arising under or by reason of the Terms of Service.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.