

**The ISP Provider and their Suppliers Services Site Terms and Conditions
Between:
The ISP Provider and their Suppliers**

and

THE CUSTOMER

who is using the ISP Provider and their Suppliers service or applying for a service account with
the ISP Provider and their Suppliers, Inc. RECITALS:

BY CLICKING ON THE "I ACCEPT" BUTTON OR BY DOWNLOADING OR USING ANY OF THE ISP PROVIDER AND THEIR SUPPLIERS SERVICES (INCLUDING, WITHOUT LIMITATION, THE ISP PROVIDER AND THEIR SUPPLIERS FREE OR PAY SERVICES, SOFTWARE OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY ISP PROVIDER AND THEIR SUPPLIERS, EMAIL SERVICES AND ANY SERVICES PROVIDED ON ANY OF THE WEB SITES MANAGED OR OWNED BY ISP PROVIDER AND THEIR SUPPLIERS (COLLECTIVELY, THE "ISP PROVIDER AND THEIR SUPPLIERS SERVICE OR PROVIDER")), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THE ACCEPTABLE USE GUIDELINES FOR THE ISP PROVIDER AND THEIR SUPPLIERS SERVICE, AND THE ISP PROVIDER AND THEIR SUPPLIERS PRIVACY STATEMENT WHICH ARE REFERRED TO COLLECTIVELY AS THE AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU SHOULD DISCONTINUE REGISTRATION, OR YOUR USE OF, THE ISP PROVIDER AND THEIR SUPPLIERS SERVICES AND DESTROY ALL COPIES OF THE ISP PROVIDER AND THEIR SUPPLIERS SOFTWARE. YOUR ISP PROVIDER AND THEIR SUPPLIERS ACCOUNT WILL NOT BE ACTIVATED OR YOUR SERVICE WILL BE TERMINATED.

1.0 General

Please review the Agreement at the ISP Provider and their Suppliers Site prior to accessing the ISP Provider and their Suppliers Services since the Agreement may have changed since the date of production of this software. ISP Provider and their Suppliers may change the Agreement and the scope of the ISP Provider and their Suppliers Services, in whole or in part, at any time.

Posting of the updated Agreement at the ISP Provider and their Suppliers Site will constitute notice to you of any such changes, although ISP Provider and their Suppliers may choose other types of notice for certain changes. Changes will be effective upon notice, although ISP Provider and their Suppliers will use reasonable efforts to provide you with thirty days advance notice of material changes that adversely impact you. Your continued use of the ISP Provider and their Suppliers Services following notice constitutes your acceptance of all changes, and each use of the ISP Provider and their Suppliers Services constitutes your reaffirmation of your acceptance of the Agreement. If you do not agree to changes to the Agreement or the scope of the ISP Provider and their Suppliers Services, your sole and exclusive remedy will be to terminate your use of ISP Provider and their Suppliers Services, although if you have a prepaid account you will not have the right to terminate your use of the ISP Provider and their Suppliers Services unless the change is material and adverse to you.

The Agreement is your entire agreement with ISP Provider and their Suppliers and governs your use of the ISP Provider and their Suppliers Services. ISP Provider and their Suppliers reserves the right to prohibit any conduct or to remove any materials or content in violation of the Agreement or which ISP Provider and their Suppliers believes in its sole discretion to be illegal or potentially harmful to others or may expose ISP Provider and their Suppliers to harm or liability. ISP Provider and their Suppliers may suspend or terminate your use of ISP Provider and their Suppliers Services for any reason at any time, including if it determines that you have failed to comply with any of the Agreement. ISP Provider and their Suppliers reserves the right to take or terminate the use of any user name or email address at any time.

A. ISP Provider and their Suppliers, Inc. (Hereinafter: Provider) owns and operates as a Service Provider.

- B. Provider has agreed to provide such Service on the terms and conditions set out in this agreement.
- C. The Customer has requested Provider to provide the Service to be used by the Customer.
- D. The Customer certifies that they are not under the age of 18.
- E. The Customer acknowledges that unauthorized access by under-aged users is a violation of California Penal code §§502, 502.01 and any other applicable laws relating to unauthorized access to computer systems.
- F. The Customer accepts full responsibility (legal, financial, and all others related to the Customer's account) for the actions of the Customer. In particular the customer takes full responsibility for all under-aged users that the Customer allows to use the Customer's account.

2.0 Services to be provided by Provider

Provider will provide the Service to the Customer in accordance with the terms and conditions of this Agreement. The Services may include some or all of the following components:

- acceleration
- ad blocking and pop up blocking
- anti spyware
- parental control
- any other functions, offered in the ISP Provider and their Suppliers Client software

Acceleration:

If the Service or Client Software are not marked with the word Broadband: a modified web proxy/caching server that stands between the user and the world wide web sites being visited and the Client Software. It is designed to handle some of the HTTP requests and other data transactions between the user's computer and the websites or other computers on the Internet and employs compression, caching and other transformation of some of the responses in order to increase perceived speed of the browsing by the user. The user is advised, that the use of the caching may cause delivery of a "stale" response instead of a "fresh" one, and the lossy compression may cause "blurring" of images. The ISP Provider and their Suppliers system is designed to handle some other protocols as well, including POP3, IMAP and NNTP. The user may not use the Service over an Internet connection, faster than 200kbps. If the Service or Client Software are marked with the word Broadband: Provider's proxy/caching server is not being employed and the user may use the Service over an Internet connection, faster than 200kbps. Ad blocking and Pop up blocking:

If the user employs "ad blocking" and "pop up blocking" features of the service, the user authorizes Provider to block any content, which is recognized by the Provider's software as an 'ad' or 'pop up' or "pop under".

Anti spyware:

Anti spyware component is designed to discover and destroy, disable or block some other software, installed on the Customer's computer, which is designed to benefit third parties, rather than the Customer, in the sole opinion of Provider. It is not designed to provide security.

Parental control:

Parental control is designed to allow a parent to enter a list of web sites or domains, that are allowed or banned to browse from the Customer's computer. The customer is advised, that the protection may be disabled or bypassed by a person with sufficient computer skills and/or sufficient access rights to the computer.

3.0 Fees and Payment

The Customer must pay the Fee in respect of the Service supplied by Provider to the Customer at the times and in the manner specified on the Provider's website.

Any variation to the Fee will be at the discretion of Provider. Provider reserve the right to

decrease the Fee for the new users, while old users would be charged the Fee before such decrease.

Should the customer not wish to pay any increased Fee when the next payment is due, they may elect to terminate this agreement.

Provider reserves the right to terminate any accounts that are not renewed at the expiration of their term.

Provider may offer one time payment Service option. If the Customer paid for this option, the Customer acquires the license for perpetual use of the Service, subject to other clauses of the Agreement. Provider does not promise software or configuration upgrades to the Customers, who selected this option. If Provider provides such upgrades or updates, they will be subject to this Agreement

At the time of the credit card submission, the Customer authorizes Provider to "pre-authorize" the Customer's credit or ATM card for the sum of the first payment.

There are no refunds after expiration of the trial period. If the Customer paid for 12 or more months of the Service and wishes to cancel after less than 6 months, Provider may refund the rest of the paid sum, after deducting the corresponding monthly Service fees for all full and partial months since Service term start and deducting the processing fee of \$10.

4.0 Term

Subject to clause 12, this agreement will commence on the Commencement Date and, will continue for the Initial Period. At the end of this term either party may terminate this agreement. The term will automatically renew every period (equal to the Initial Period) on the terms that and conditions set forth herein so long as the Customer makes payments or in the case of nonpaying customers so long as they use the service.

5.0 [Reserved]

6.0 Maintenance and Support of Service

Provider will use reasonable efforts to provide the Customer with the Service.
Provider will use reasonable efforts to restore all faults.
Provider's obligations do not cover maintenance necessitated as a result of:
Any fault in equipment or software not forming part of the Service.
Damage due to causes external to the Service.
Any upgrades required by changes in technology.

7.0 Responsibilities of Customer

At the request of Provider, the Customer must provide such information and assistance as are reasonably required by Provider in order to enable Provider to meet its obligations under this agreement.

The Customer must comply with all reasonable directions and instructions of Provider in relation to the Customer's use of the Service and must ensure that anyone using the Customer's account also comply with all reasonable directions and instructions of Provider in relation to the Customer's use of the Service provided, so long as notice is given to the Customer of any of the same, and made known to the Customer.

The Customer shall not use, or suffer or permit another person to use the Service in, or in relation to the commission of an offense against the laws of the United States or of any State or territory of the United States or the country, where the customer resides.

The Customer's use of the service shall not breach the rights of third parties. More specifically,

the Customer's use of the ad blocking, pop up blocking and anti spyware features shall not conflict with the software or content licenses, granted to the Customer by third parties.

The Customer shall not use the service for spamming.

The Customer shall take every reasonable precaution that no person is able to make unauthorized use of or gain unauthorized access to the Service provided to the Customer pursuant to this agreement.

The Customer may use the Service on one computer system only. Using the service on more than one computer with the same Access Code constitutes fraud and/or theft.

Providing credit card information to Provider, the Customer acknowledges and agrees to the following:

" Provider shall charge the credit card for the fees, as described above, and the Customer will pay all such charges.

" Provider does not disclose any credit card information to third party solicitors. In the event of unauthorized use of the credit card, the Customer must notify its credit card provider in accordance with its reporting rules and procedures.

" If there is any dispute regarding charges billed by Provider to the Customer's credit card, the Customer will contact Provider regarding such disputed charges (along with a reasonably detailed explanation of the dispute) and shall work with Provider in good faith to resolve the dispute. The Customer agrees not to submit a chargeback request related to any disputed charge until the Customer have first engaged in the foregoing dispute resolution process.

8.0 Privacy Rights, Confidentiality and Ownership of Data

For information regarding the Customer's privacy and Provider, please see the Privacy Policy statement on the Provider's website. We encourage the Customer to periodically review this statement.

Customer agrees to receive commercial emails from Provider for the term of this Agreement and for the period of 18 months after its termination.

Disclosure of any information, derived from the use of the Product, including the results of any benchmark test to any third party is prohibited. This clause shall survive the EULA termination.

9.0 Warranties

Provider gives no warranty or guarantee in relation to the performance, features, compatibility, content or otherwise of any connected Internet service or host/computer connected to the Service. IN ADDITION, EXCEPT FOR THE EXPRESS WARRANTIES AND UNDERTAKINGS SET FORTH IN THIS AGREEMENT, ISP PROVIDER AND THEIR SUPPLIERS, INC. DISCLAIMS ALL WARRANTIES RESPECTING THE EFFICACY OF ITS SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnity

The Customer agrees to indemnify Provider and/or its suppliers and holds Provider and/or its suppliers harmless from and against any loss, cost, expense or liability arising from any claims, demands or proceedings by any person against Provider and/or its suppliers whatsoever arising out of:

the use or attempted use of the Service by the Customer or by any person authorized by the Customer or from the use of any facility or equipment connected to the Service by the Customer or any person authorized by the Customer; or

any hardware or software contamination resulting from the use by the Customer or by any person authorized by the Customer; The Customer agrees to indemnify Provider and/or its suppliers and holds Provider and/or its suppliers harmless from and against any loss, cost, expense or liability arising from any claims, demands or proceedings by any person against Provider and/or its suppliers whatsoever arising out of any action brought by any third party against Provider and/or its suppliers for infringement of that third party's Intellectual Property Rights due to the

Customer's use of the Service provided to the Customer pursuant to this agreement or due to the use of the Service by any person authorized by the Customer to use the Service provided to the Customer pursuant to this agreement or Provider's possession of Customer's information in accordance with this agreement except to the extent that such loss, cost, expense or liability arises from or is attributable to any willful misconduct on the part of Provider.

11. Liability

Except as provided to the contrary in this Agreement and to the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the provision of the Service or other obligations under this agreement will be excluded. Without limiting the generality of the preceding sentence and except as expressly provided in this agreement, Provider will not be under any liability (including liability as to negligence) to the Customer or to any third party in respect of any loss or damage (including consequential loss or damage), however caused, which may be suffered or incurred or which may arise directly or indirectly as a result of or in connection with the provision of the Services or Provider's failure to comply with Provider's obligations under this Agreement except as expressly provided in this Agreement.

12. Termination

Either party is entitled to terminate this agreement at any time by notice in writing to the other party.

Customer may terminate the agreement by electronic means, using a cancellation procedure, recommended by the Provider. Currently, the cancellation procedure consists of canceling the Service in the My Account area on the Provider's website and of running the Software, provided by the Provider, with the option "Un-Install", on the computer, connected to the Service.

Provider may terminate the agreement electronically by sending an email message to the Customer or by displaying a message on the monitor of the Customer's computer using the Service.

The termination of this agreement for whatever reason is without prejudice to any rights that have accrued to either party prior to the date of termination.

If the Provider terminates the Service during a paid period, the Provider shall reimburse the Customer for the unused part of the period prorated from the month following the termination date. Provider shall not reimburse Customer if Customer terminates the Agreement or if the Agreement is terminated for breach of this Agreement by Customer.

Provider may suspend or restrict provision of the Service to the Customer at any time in the event of an emergency or whenever Provider considers it necessary or reasonable in order to safeguard provision of the Service.

13. Disputes

A dispute must, as far as possible, be settled amicably between the parties.

All disputes that arise out of or under this Agreement shall be subject to binding arbitration. The parties will jointly appoint an arbiter. If there is not agreement as to the arbiter within one (1) week then an arbiter will be appointed by the Superior Court of California.

For disputes that arise out of or under this Agreement the prevailing party shall be entitled to recover reasonable attorneys fees and all costs incurred in litigating or arbitrating the dispute.

If the dispute relates to the construction or interpretation of the terms and conditions of this agreement, the dispute must be dealt with by a court.

All other disputes must be dealt with by referral to an expert nominated jointly by the parties, or failing agreement, within 14 days after either party's request to the other party for such, to a mediation with a mediator provided by the San Diego Mediation Center. The mediator's fees shall be paid by the parties in equal shares unless the mediator determines that the conduct of a party is such that such party should bear all such costs.

14. Tax

The Customer must pay, and must keep Provider indemnified against any Tax with the exception of income tax payable upon or in respect of this agreement or any services, payments, document, transaction or matter referred to in or contemplated by this agreement.

15. General

15.1 Assignment

The Customer must not assign any of the Customer's rights under this agreement without the prior written consent of Provider.
Provider may assign any of its rights under this Agreement without the consent of the Customer, however Provider must notify the Customer in the event that Provider exercises this power.

15.2 Severance

A provision of, or the application of a provision of, this agreement that is prohibited in any jurisdiction, is in that jurisdiction, ineffective only to the extent of that prohibition.
A provision of, or the application of a provision of, this agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
If a provision of this agreement is void, illegal or unenforceable, it may be severed without affecting the validity, legality or enforceability of the other provisions of this agreement.

15.3 Waiver

Waiver of a breach of this agreement, or of any rights created by, or arising upon default, under this agreement, must be in writing and signed by the party granting the waiver.
A breach of this agreement is not waived by a failure to exercise, a delay in exercising, or a partial exercise of, any remedy available under this agreement or in law or equity.
A right created by, or arising upon, default under this agreement, is not waived by a failure exercise, a delay in exercising, or a partial exercise of, that right.
Variation of a term of this agreement must be in writing and signed by the parties.

15.4 Entire Agreement

This agreement is the entire agreement between the parties in respect to this subject matter.
Provider may amend these terms and conditions at its discretion, however the amended terms and conditions come into force if and when the Agreement is next renewed, until then the agreed to terms and conditions remain in force.

15.5 Force Majeure

If a party is prevented from performing an obligation under this agreement because of events or circumstances beyond the reasonable control of, and not reasonably foreseeable by, the party, the party will be granted a reasonable extension of time to perform the obligation if:
the party notifies the other party as soon as is reasonably practicable of the events or circumstances and of the period that the party expects to be prevented from performing the obligation; and
the party takes all reasonable steps to avoid or limit the effects of the events or circumstances or to render to the reasonable satisfaction of the other party the equivalent of performance of the obligation.
If a party is, or is reasonably likely to be, prevented from performing a material obligation for a period greater than 3 months, the other party may terminate this agreement immediately by giving notice in writing to the first mentioned party.

The events and circumstances contemplated under clause 15.5 include (but are not limited to) acts of God, war, hurricanes, tornadoes, earthquakes, flood, legislation and strikes.

15.6 No Partnership

Nothing in this agreement will constitute or be deemed to constitute a partnership between the parties or constitute or be deemed to constitute the Customer as agent for Provider for any purpose and neither party has the authority or power to bind the other or contract in the name of the other in any way or for any purpose other than as specifically contemplated by this agreement.

15.7 Sub-Contracting

Provider may sub-contract for the performance of this agreement or any part thereof.

15.8 Notices

Any notice given under or pursuant to this agreement must be in writing and will be deemed duly given or made if delivered or sent by United States Postal Service First Class mail, hand delivery, electronic mail with return receipt requested, by posting to a document on the ISP Provider and their Suppliers World Wide Web site, or by facsimile transmission to the address of the relevant party specified in this agreement and marked to the attention of:

(in the case of Provider) - the Accounts Manager.

(in the case of the Customer) - the account in the Application Form. In addition: any notice, demand or other communication will be deemed, in the absence of proof to the contrary, to have been received by the person to whom it was sent:

In the case of hand delivery, upon delivery;

In the case of United States Postal Service First Class mail, ten (10) days after the date of dispatch;

In the case of electronic mail, twelve (12) hours if no delivery trouble has been reported.

In the case of posting to the ISP Provider and their Suppliers World Wide Web Site

(<http://www.ISP Provider and their Suppliers.com/>), seven (7) days.

In the case of facsimile transmission, on the next business day following successful transmission as evidenced by the sender's facsimile machine statement.

15.9 Governing Law

This agreement is governed by and will be construed in accordance with the laws of the State of California, United States of America.

15.10 Negotiation of special terms

All terms within agreement may be modified on a case by case basis, however the cost of having an attorney licensed in California review each modification will be prorated along with the normal Fee over one year for the new agreement.

15.11 Export Control Laws

Software available on the ISP Provider and their Suppliers web site is subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported: (1) into (or to a national or resident of) Cuba, Syria, Iraq, Libya, Sudan, North Korea, Iran, or any other country to which the United States has embargoed goods; or (2) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Denial and Prohibition Orders.

By downloading or using software from this site, you are agreeing to the foregoing and all

applicable export control laws. You are also warranting that you are not under the control of, located in, or a resident or national of any such country or on any such list.

The information on export laws provided herein is not necessarily complete. For more information on export laws, please telephone the United States Commerce Department, Bureau of Export Administration.

15.12 Use of Client Software.

If the Customer downloads a software from the Provider's website, the Customer agrees to be bound by the following license.

ISP PROVIDER AND THEIR SUPPLIERS, INC.

SOFTWARE LICENSE AGREEMENT

UPON ACCEPTANCE OF THIS SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT"), ISP PROVIDER AND THEIR SUPPLIERS GRANTS TO THE REQUESTER A LIMITED NON-EXCLUSIVE LICENSE TO USE THE SOFTWARE AND DOCUMENTATION (THE "PROGRAMS") AS FOLLOWS:

LICENSE:

Following download, Licensee may install and use the the Software and documentation (the "Programs") on one computer system and for the number of users specified in the License to be delivered by ISP Provider and their Suppliers. Licensee shall not remove any copyright notices or other proprietary notices from the Programs, and Licensee must reproduce such notices on all copies or extracts of the Programs. Licensee may use the Software only as long as he or she is a subscriber in good standing to the ISP Provider and their Suppliers Service

OWNERSHIP:

The Programs are owned by ISP Provider and their Suppliers, Inc., and are protected by copyright laws. Licensee acquires only the non-exclusive right to use the Programs at no charge, and does not acquire any right of ownership in the Programs.

RESTRICTIONS:

Licensee may NOT use, copy, distribute, electronically transfer, reverse assemble or reverse compile the Programs or any portion thereof, or translate or convert them to human readable form. If Licensee modifies, reverse engineers, reverse assembles, or makes any modifications to the code, any such action automatically terminates the license agreement and ISP Provider and their Suppliers is not responsible for any side effects resulting from such reverse engineering. Licensee may not use the Programs for any development, commercial or production purpose. Licensee may not enhance, improve, adapt or modify the Programs, except as expressly permitted or required by ISP Provider and their Suppliers. In the event Licensee devises, designs, discovers or formulates any enhancement, improvement, adaptation or modification ("the Work") to the Programs, Licensee shall provide full details thereof to ISP Provider and their Suppliers who shall have exclusive ownership of the Work.

WARRANTY DISCLAIMER:

The Programs are provided on an "as is" basis, without warranty of any kind, including without limitation the warranties of merchantability, fitness for a particular purpose and non-infringement. ISP Provider and their Suppliers does not warrant that the Programs will meet Licensee's requirements, nor does it warrant that the operation of the Programs be error-free. Licensee agrees to assume the responsibility to take adequate precautions against damages to Licensee's operations, which could be caused by defects or deficiencies in the Programs.

LIMITATION ON LIABILITY:

NEITHER ISP PROVIDER AND THEIR SUPPLIERS NOR ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY INACCURACY OF DATA, LOSS OF PROFITS OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES.

SUPPORT:

The Program is provided on an "as is" basis. Installation and setup assistance may be provided through email or ISP Provider and their Suppliers's web site at <http://www.ISP Provider and their Suppliers.com>. This Agreement does not entitle Licensee to any other maintenance, services, updates or new versions of the Programs.

TERMINATION:

All disclaimers of warranties and limitations of liability shall survive any termination of this Agreement.

16. Definitions and Interpretation

16.1 Definitions In this agreement:

"Application Form" means the form used to apply for the Service.

"Business day" means any day, other than a Saturday, Sunday or recognized public holiday in the state of California.

"Commencement Date" means the date on which this agreement is agreed to.

"Customer" The person agreeing to this agreement.

"Fee" means the fee as set out on the ISP Provider and their Suppliers website payable by the Customer in accordance with this agreement for the provision the Service.

"Intellectual Property Rights" means:

inventions, discoveries and novel designs, whether or not patented, patent pending, or patentable, including (but not limited to) developments or improvements of equipment, products technology, processes, methods, techniques, or any other novel concepts reduced to practice; copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; confidential information, trade secrets and trade and service marks (whether registered or unregistered); and proprietary rights under the Semiconductor Chip Protection Act of 1984.

"Internet" means the international network of data networks utilizing the TCP/IP communications protocol of which the Provider Internet Access Service Network forms part.

"Initial Period" means the initial term of payment (monthly, quarterly, yearly or as arranged) from the commencement date. The length of this period depends on the initial payment by the Customer. For nonpaying customers, the initial period is for the duration of the customer's use of the service.

"Netiquette" means those sets of norms that are generally recognized by the Internet community as acceptable means of interaction. The provider is the final arbiter of disputed breaches of netiquette.

"Normal Business Hours" means 9:00 AM to 5:00 PM Pacific Standard Time, Monday through Friday.

"Provider Internet Access Service Network" means the data communication network owned and operated by Provider and based on TCP/IP and other Internet protocols which provides

interconnection between the computer networks of various persons and entities and other computer networks within the United States and overseas.

"Provider Internet Point of Presence" means the location at which the telecommunications equipment, used by Provider to provide the Service to the Customer, is situated and to which each user of the Service obtains connection in order to use the Service and gain access to the Provider Internet Access Service Network.

"Provider Customer Service" means the Provider point of contact for reporting of faults in the Service, the contact details for which are specified on the Provider's website.

"Tax" means:

any tax, levy, charge, impost, duty, fee, deduction, compulsory loan or charge;

any stamp or transaction duty, tax or charge;

that is assessed, levied, imposed or collected by any governmental body and includes (but is not limited to) any interest, fine, penalty, charge, fee or other amount imposed on or in respect of any of the above.

"TCP/IP" means the Transmission Control Protocol/Internet Protocol in general use throughout the Internet.

"Under-age" mean any human who has yet to reach the age of majority within their jurisdiction or the age of majority within California (currently 18 years of age), whichever is higher.

"World Wide Web Server" means a computer system that facilitates access to multimedia documents using the HyperText Transfer Protocol (HTTP).

"Written" or **"in writing"** includes printing and other means of representing or reproducing words in material form (such as electronic mail).

"Year" means calendar year.

16.2 Interpretations and Considerations

In this document unless the context otherwise requires:

words importing the singular include the plural and vice versa;

words importing any gender include the other genders;

references to persons include corporations, partnerships, entities and all other bodies politic;

references to a person include the legal personal representatives, successors and assigns of that person; a reference to a statute, ordinance, code or other law includes regulations and other

statutory instruments under it and consolidations, amendments, reenactments or replacements or

any to them (whether of the same or any other legislative authority having jurisdiction), and

includes a reference to reasonably equivalent statutes, ordinances, codes or laws in other

jurisdiction;

references to this or any other document include the document as varied or replaced, and

notwithstanding any change in the identity of the parties;

references to writing include any mode of representing or reproducing words in visible form, and

includes electronic mail, telex and facsimile transmissions;

an obligation imposed on customers numbering two or more shall bind them jointly and severally;

if a word or phrase is defined, cognate words and phrases have corresponding definitions.

Headings shall be ignored in construing the Agreement.

BY AGREEING TO THE ABOVE CONDITIONS, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT LICENSEE IS DULY AUTHORIZED TO DO SO.