

Becoming a subscriber of YourNet Connection services constitutes agreement by you to abide by the rules and regulations listed below. Any and all references to "ISP" in the Operating Rules and Terms of Service shall be meant to include YourNet Connection, Inc., its system(s), and its employees.

Any and all reference to "user" is meant to include all persons, businesses, groups, organizations, etc. that are provided service by ISP.

The following rules and regulations are designed to protect our users, our system, and YourNet personnel. Your use of our system and the Internet should be a fun, positive and safe experience for everyone.

Your freedom and privacy are importance to us. These rules are in place to help ensure freedom and privacy.

OPERATING RULES

ISP shall not to be used by user for any illegal activities or other purposes prohibited by law.

The user guarantees that all information given to ISP when applying for service is correct. The user agrees to update this information within 30 days if changes are made.

All users agree to keep their password secret as it is the most important security measure on the Internet. When other people know it, you are subject to their abusing your subscription. Unlike credit card accounts, user will be held liable for all account misuse by others. We strongly recommend user changes password if user feels there may have been a breach in security.

User may upload or download material to and from the system subject to the following conditions: (a) copyrighted material can only be placed on the system with the author's permission, (b) ISP reserves the right to modify material you want to be made accessible to the public, (c) user may download copyrighted material or public domain material without expressed permission by the author, and (d) user assumes all risks in determining whether such material is copyrighted or public domain.

User shall obey Internet acceptable use policies. User assumes all the risks of transferring prohibited material across the Internet.

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. Failure to comply will result in a fine of up to \$5,000.00 per occurrence, and your account will be terminated. Implicitly prohibited activities include the unlicensed

international export of various materials. The user is responsible for learning these policies, but ISP will be happy to assist.

User will not attempt to undermine, hinder, damage, or disrupt the hardware, software, or security of ISP's computer system or the Internet and its systems. Putting any software on, or running any programs from the system that would do so, is expressly prohibited.

ISP will maintain the strict privacy of all user accounts except in the case of court order. ISP, however, does not guarantee the safety, accuracy, or content of any materials or information on the Internet or any materials the user transfers or receives on the Internet. The user acknowledges that all information obtained on the Internet or ISP is provided without warranty of any kind and that the user's risk of acting on such information is entirely that of user.

User is prohibited from soliciting any of ISP's users to become users of other competitive services.

ISP reserves the right to modify the rules at any time by publishing such modifications over the service and sending notices to each user.

User agrees to waive all claims against ISP, legal or otherwise, incurred through the use of the system or the Internet and its systems. User further agrees to indemnify and hold harmless ISP from any claims and expenses related to user's violation of the Rules and Regulations or the Terms of Service Agreement.

ISP operates under all applicable city, state, and federal laws.

Terms Of Service

The user's right to use ISP is not transferable, unless expressly permitted by ISP. The user will pay for all costs associated with the use of his or her account(s), whether authorized or not. Users are explicitly not permitted to set up Internet hosts or daemons on their computer(s) through their accounts.

User agrees to indemnify ISP against liability for any and all use of the user's account(s).

User is responsible for providing any and all equipment and services needed to access the ISP system.

User agrees to pay all subscription fees, service fees, or merchandise purchases according to the payment method and rates selected by the user. ISP has the right to instantly cancel all unpaid or not fully paid subscriptions. Any remaining unpaid subscription dues will be billed to the user including extra fees for bounced checks or account re-activations. Bills unpaid more than 15 days may be sent to a third party for collection and may incur a collection fee.

Payments to ISP are non-refundable. No refunds shall be given for cancelled accounts. Your initial 30 day money-back trial period should be used to explore our services and decide whether an Internet account with us is worth pursuing.

To protect services we provide from being inadvertently or unintentionally cancelled or modified, any change or cancellation of accounts **must be** made in writing, by one of the following methods:

1. **Email:** cancel@ync.net
2. **Fax:** 847-885-3690
3. **Postal Mail:**
432 E State Pkwy, Suite 128
Schaumburg, IL 60173

A confirmation of cancellation will be sent by the same method the request was submitted, unless otherwise stated in the original request sent.

Cancellations will be effective at the end of the account period (not the day of cancellation). You must notify us 5 days prior to the end of your account period, or the cancellation will take place at the end of the next billing period. ISP will forward E-mail to a new address for one month upon request.

ISP will attempt to maintain 99% uptime. Unscheduled shutdowns may occur without prior warning. ISP will attempt to inform each member by E-mail, and by posting a message in the Message Center (located on the Members Only Web Site) of the day of planned shutdowns a week before they occur. The user waives all liability regarding damages involved from shutdowns or loss of materials that might occur in our normal operations. We recommend users regularly backup or download important information stored with us.

Business users agree to waive liability against ISP and its employees relating to illegal user/employee activity on an account.

In the event of account(s) termination for any reason, user agrees not to hold ISP liable for any damages or inconvenience associated with the deletion of the account(s).

User agrees to all the Rules and Regulations.

ISP reserves the right to modify or add Service Terms by giving two weeks notice on the system and by sending E-mail to all users.

ISP reserves the right to modify, add, or remove all services and features of the system at any time. Current users will receive adequate notice of such changes.

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. Users are instructed to disconnect from the Internet when not actively using it for more than six hours at any time. Interpretation of this service agreement is at the sole discretion of ISP employees.

By Definition, our unlimited access account allows the user connection time to the Internet, and that allows the user to take as much time as necessary for ACTIVE research, communication, education or personal entertainment. "ACTIVE" is simply the hands on process of sending and/or receiving data via the Internet. YourNet Connection reserves the right to enforce a six hour idle timeout and disconnect any user not in compliance with policy. Use of email, newsreader, or other programs in an automated fashion to maintain connectivity while not actively using it is not permissible under this policy.

This agreement contains the full understanding of the properties with respect to the subject matter within.

Infractions of the Terms of Service Agreement or Rules and Regulations by users can result in immediate termination of accounts without reimbursement. ISP 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 ISP and its employees.