Acceptable Use Policy & Customer System Use Agreement
(Rules & Regulations)
08.01.06

This Acceptable Use Policy constitutes an Agreement between iSelect Internet, Inc. dba Net Wizards ("Company") and it's account holders ("Customers") and System Users. This Agreement applies to all Net Wizards Customers and all users of the Net Wizards network system, including dial-up account holders, direct connection (dsl, isdn, t1, t-3) domain hosting account holders and all users accessing any site hosted on Net Wizards network computers, servers and related systems ("System Users"). This Agreement represents the complete agreement and understanding between Net Wizards and its Customers and System Users and supersedes any other written or oral agreement. Upon notice published on-line via Company's web site, (http://www.netwizards.com) Net Wizards may modify the terms and conditions of this Agreement. Modifications are effective 30 days after posting to website. (http://www.netwizards.com) Net Wizards reserves the right to discontinue or change services offered.

USE OF YOUR ACCOUNT CONSTITUTES YOUR APPROVAL AND ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION TO USE OF THE NET WIZARDS NETWORK SYSTEM.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE NET WIZARDS NETWORK SYSTEM. IF YOU ARE AN ACCOUNT CUSTOMER, PLEASE NOTIFY OUR BILLING DEPARTMENT AT 650.737.5470 SO WE CAN INITIATE CLOSURE OF YOUR ACCOUNT.

1. Limitation of Warranty
Company makes no warranties of any kind, whether express or implied, for the service it is providing. Company also disclaims any warranty of merchantability or fitness for a particular purpose. Company will not be responsible for damages suffered by any Customer, including, without limitation, incidental or consequential damages or lost profits. This includes loss of data resulting from delays, non-deliveries, misdeliveries, system failures or service interruptions caused by any source whatsoever, including Company's own negligence, subscriber's errors or omissions, or due to the fault of third parties. Customers understand and agree that Company undertakes no obligation to maintain, protect or safeguard Customer's data stored on any Company controlled equipment and Customer agrees to accept responsibility for maintaining backup copies of all such data. Customer agrees to upload and store data to Company equipment at Customer's own risk and Customer expressly assumes such risk.

2. Compliance with Law and Intellectual Property Rights
Customers and System Users agree that all services provided by Company will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any U.S., State or international law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and System Users warrant that any data uploaded for publication on Company's web servers does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous.

3. Removal and Destruction of Illegal or Offensive Data
Customers and System Users agree that Company shall have the absolute right to remove any and all materials, which, in the sole and unrestricted discretion of Company, violate law or fail to conform to this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

Company reserves the right to refuse to register or renew domain names. If we should exercise this right, we will refund the applicable fees and Customer agrees that we are not liable to Customer for any loss or damages resulting from the refusal to register a domain name.

4. Indemnity
Customers and System Users agree to defend, hold harmless and expeditiously indemnify Company from any liability, claim, loss, damage or expense arising out of the Customer's or System User's breach or violation of any term, condition or covenant contained in this Agreement or resulting from the use of any Company system, network or service.

5. Use of Network Access
Company access and web server accounts cannot be transferred or used by anyone other than the Company Customers or authorized System Users. Customers and System Users may not sell, lease, rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of Company. Use of

Network bandwidth is expected to be reasonable and moderate. Company reserves the right to

impose additional charges for use of Network bandwidth in excess of reasonable or allocated amounts. Customer will receive advanced notice of Company's intent to impose any such charges.

6. Account Cancellation
Company reserves the right to cancel service for any reason without prior notice. In the event of cancellation, unused fees for the current month will not be refunded or pro-rated. DSL accounts must provide 30 days notice for cancellation all other customers must notify Company 16 days prior to the end of their current billing period to avoid further charges. Notification will be accepted via email, fax, telephone call, or letter. Confirmation of cancellation must be received by customer for cancellation to be effective. Company is not responsible for unconfirmed cancellations and will not refund charges for unconfirmed cancellations. Customers who cancel a prepaid account plan (3 months, 6 months, 1 year plans) after the first 30 days of service will not receive a refund of any unused fees.

7. Agreements with Minors
Company requires that its agreements be made with a person who is qualified to contract. As such, Customers must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and assume responsibility for payment of Company services and for Customer's compliance with this Agreement. Persons under the age of eighteen (18) years are not allowed to use the Company's network without parent or guardian supervision.

8. Disruption of Network Services, Excessive Use
Customers and System Users shall ensure that use of Company's network services shall not disrupt Company, its associated networks or equipment forming part of Company's or the internet's systems. Customers and System Users shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any Company user or to any directly or indirectly attached network. Use of Company's Internet connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by Company shall be considered a breach of this Agreement and may result in cancellation of service. It is not acceptable to use Company's services and facilities to interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to: - improper, harassing or offensive distribution of unsolicited advertising, - excessive newsgroup cross-posting, - transmissions of any type or quantity that causes disruption of service to others, - propagation of computer worms or viruses, - use of the network to make unauthorized entry to other computer networks, information or communications devices or resources, - sustained, excessive use of Company's access service, equipment or network connection without prior arrangement with Company.

9. Automated Software and Connections
The installation, compiling, use, or implementation of any of the following are prohibited without express permission: Robots, Bots, Mail Bombs, Syn Bombs or Attacks, Spamming of any kind, etc. Any process that causes excessive use of system resources to the point where other users may be affected is strictly prohibited. Software may not be installed on or compiled on any Company server without prior explicit permission. The use of any unattended connection software is prohibited without prior permission. All Company access accounts are for the use of human beings and require that a human being be present to initiate and monitor connections. Company has a 15 minute inactivity timeout. The use of any program to defeat this timeout is strictly prohibited. Any violation may result in immediate termination of service.

10. Content Filtering
The filtering software and prohibited site database are provided "As Is". Under no circumstances will Company be held liable to client or anyone else for any consequential, special, or indirect damages resulting from the possession, use, or malfunction of this product, including without limitation, damage to property and damages for personal injury, even if Company has been advised of the possibility of any such damages or loss. Some states do not allow the exclusion or limitation of incidental or consequential damages, thus the proceeding limitation may not apply to you. Customers and system users agree that the liability of Company arising out of any sort of legal claim (whether in contract, tort, or otherwise) will not exceed the amount client originally paid for the use of this product.

11. Billing
Invoice billed accounts are due and payable on or before the service anniversary date. Invoices are sent as a courtesy only. Account is due whether an invoice is received or not. Credit card accounts are billed on the anniversary date. Accounts more than 5 days past due are subject to a minimum $2.50 late charge fee. Accounts which are 15 days past due are subject to termination with a $20 reconnection fee. Any monies owed Company are due and subject to collection process unless other arrangements are made in writing. There will be a $250 chargeback fee assessed to the account for a chargeback. There will be a $25 returned check fee assessed to the account for any returned check.