

Terms of Service Agreement

1. ComSite International, Inc.'s (and all subsidiary's (dba) including RealTime Communications of San Antonio) Internet Related Services, to include Hosting, Web Design and Development, Access Services including T1's , Dialup, and all others (Service) consists of computing and information services provided by ComSite International, Inc. In addition, third parties provide information, software and other content (collectively Third Party Content) which may be accessed over the Service. This agreement in conjunction with ComSite's Acceptable Use Policy (AUP) constitute the entire and only agreement (collectively, the Agreement) between ComSite and the account holder ("User") with respect to the Service and supersedes all other communications and agreements with regard to the subject matter hereof. The term User includes any individual accessing or making use of the service supplied to or in behalf of the primary account holder.

2. User agrees to pay ComSite for the all services user requests or uses. If, for any reason, User terminates this Agreement or materially breaches any of its terms, the balance (calculated by determining the number of unpaid months in the agreement period and multiplying that by the monthly amount) shall become immediately due. After the agreement period, the agreement will continue on a month-to-month basis. User must notify company in writing 30 days prior to terminating the agreement. If user terminates the agreement, but continues to use the service after the termination date, month to month rates will apply that may be higher than the rates in this agreement. Throughout the agreement period, and thereafter, all terms of this Agreement shall remain in force.

3. Unless otherwise agreed, a Users right to use the Service or to designate others to use the service is not transferable and is subject to any limits established by ComSite, and by the User's credit card company if billing is through a credit card.

4. User agrees to indemnify and shall hold harmless (including payment of reasonable attorney's fees) ComSite, its corporate affiliates, and any employee or agent thereof (each of the foregoing being hereinafter referred to individually as "Indemnified Party") against all liability to third parties arising from or in connection with the provision of services to User described in this agreement, or any acts or omissions of User in relation to its dealings with third parties in connection to the performed services under this agreement including causes of action brought against the Indemnified Party in relation to the Services. These claims include, but are not limited to, those related to alleged copyright infringement, defamation, products liability, the Texas Deceptive Trade Practices Act, fraud, or based in whole or in part on any negligent or grossly negligent act or omission of the Indemnified Party, its officers, agents or employees. User's obligation to indemnify the Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason. User shall pay for the defense of any such third party action arising as described herein unless the Indemnified Party and User shall mutually agree that the Indemnified Party will pay for the defense. The parties expressly agree that this indemnification only governs those claims arising from or in connection with the acts or omissions of User.

5. User is responsible for and must provide all telephone service, computer hardware, computer software, and other equipment and services necessary to access and use the Service. User is responsible for their own backups of their web site data and web site content unless otherwise explicitly agreed to in writing.

6. User shall pay, in accordance with the provisions of the relevant billing arrangement selected by User, any registration or monthly fees, connect time charges, minimum charges and other charges incurred by User at the rates in effect for the billing period in which those charges are incurred (as set out in paragraph 2 above). User shall pay all applicable taxes relating to use of the Service by User. User shall be responsible for all use of the Service accessed through User's

password(s) and account(s). User also agrees to pay for additional labor as required to terminate the account and clean up after AUP violations.

7. User expressly agrees that use of the Service is at User's sole risk. Neither ComSite nor any of its information providers, licensors, employees, or agents warrant that the service will be uninterrupted or error free; nor does ComSite or any of its information providers, licensors, employees or agents make any warranty as to the results to be obtained from use of the service. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. Neither ComSite nor anyone else involved in creating, producing or delivering the service shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the Service or inability to use the Service or out of any breach of any warranty. User expressly acknowledges that the provision of this paragraph shall also apply to the Third Party Content.

8. Except as expressly permitted in the Acceptable Use Policy, a User may not reproduce, redistribute, retransmit, publish or otherwise transfer, or commercially exploit any information, software or other content which User receives through the Service, except where the User has explicit authority from the owner of said material to do so.

9. The Service stores and facilitates the transmission of private electronic communications pursuant to the Electronic Communications Privacy Act of 1986 (18 U.S.C. 2510, et. seq.). Electronic communications on this system are private, and only under situations where explicitly required or allowed by law will they be accessed, intercepted, disclosed, or used without the consent of at least one of the parties to the communication.

10. ComSite has no control over the Third Party Content which may be transmitted through, stored on, or accessed via the Service. User agrees that it assumes all responsibility for such Third Party Content. User expressly agrees not to use the Service to store, acquire, solicit, transfer, exchange or otherwise be involved with any illegal or illicit material, including, but not limited to: materials which constitute copyright infringement, materials deemed legally obscene or child pornography, materials which constitute illegally acquired proprietary information or trade secrets, materials which facilitate the commission of a crime, and material which constitutes actionable defamation.

11. User agrees not to allow any individual under the age of 18 to use the Service in such a way as to be exposed to indecent sexually explicit materials. User accepts full responsibility for monitoring the activities of individuals using the Service with User's permission who are under 18 years of age.

12. This agreement is, and shall be governed by and construed in accordance with the law of the State of Texas applicable to agreements, made and performed in Texas. Any cause of action of a User with respect to the Service must be instituted within one year after the claim or cause of action has arisen or be barred.

13. Notwithstanding any acknowledgement of a User purchase order by ComSite, any provision or condition in any purchase order, voucher, or other memorandum of the User which is in any way inconsistent with, or adds to, the provisions of this agreement is null and void. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

