

1 CALL SERVICE - TERMS OF SERVICE

1 Call Service, Inc. ("The Company") agrees to acquire and furnish support and other internet services to the Subscriber, subject to the following TOS (Terms of Service).

Use of 1 Call Service constitutes acceptance and agreement to 1 Call Service's AUP as well as 1 Call Service's TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of 1 Call Service, Inc. and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of Texas, county of Dallas applicable to contracts enforceable in that state. Venue will be Dallas County, Texas

Disclosure to Law Enforcement: The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. In addition 1 Call Service shall have the right to terminate all service set forth in this Agreement.

Service Rates: Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges from time to time. The promotional offers are contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers.

Payment: Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. All accounts and services provided by 1 Call Service are subject to the current tax rate as imposed by the City of Dallas, State of Texas which is currently 8.25%. The above applies to all accounts and services provided by 1 Call Service.

Payments and Fees: Credit cards that are declined for any reason are subject to a \$10.00 declination fee. Service will be interrupted on accounts that reach 15 days past due. Service interrupted for nonpayment

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is subject to a \$200 reconnect charge. Accounts not paid by due date are subject to a \$17.95 late fee. Accounts that are not collectable by 1 Call Service may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$50 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

Refund and Disputes: All payments to 1 Call Service, Inc. are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. Any billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in 1 Call Service's sole discretion is a valid charge under the provisions of the TOS and /or AUP, you agree to pay 1 Call Service an "Administrative Fee" of not less than \$50 and not more than \$150.

Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection or attorney fees.

Account Cancellation: All requests for canceling accounts must be made in writing with at least 30 days notice but not more than 60 days prior written notice and sent to 1 Call Service Attn: Cancellations, Dallas, TX 75011-2121 or you may call 972-418-2000 or fax the cancellation request to 972-306-6845. You must have all account information to cancel.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, losses, inconvenience or injury.

New Domain Accounts: All new webhosting accounts involving new domains will be set up and entered into DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days.

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Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to 1 Call Service, Inc. will require an average of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process for registrars, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by 1 Call Service, Inc. on behalf of the account holder a handling fee may be incurred. If the customer cancels service during the transfer period for any reason, all charges are considered earned.

Support Boundaries: 1 Call Service, provides 24 x 7 technical support to our subscribers except for holidays where support may be limited or take longer. The following is our guidelines when providing support: 1 Call Service provides support related to your servers or virtual sites physically functioning. 1 Call Service does offer tech support for application specific issues such as cgi programming, html or other such issue at consulting rates. 1 Call Service does not provide technical support for YOUR customers. If you can email, we encourage you to email support@1callservice.com for assistance. If you are able to get online and have other questions, the answers may be on our website at www.1callservice.com or www.DotComWebStore.com. We encourage you to check there first. Lastly, the Help files in the program you are using may have the answer to your question so please do investigate these resources before calling tech support.

SPAM and Unsolicited Commercial Email (UCE): 1 Call Service takes a Zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or Bulk email SPAM over our network or our partners, affiliates, vendors, customers or subsidiaries. Very simply this means that customers of 1 Call Service may not use or permit others to transact in UCE. Customers of 1 Call Service may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of 1 Call Service's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, 1 Call Service will initiate an immediate investigation (within 48 hours of notification). During the investigation, 1 Call Service may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, 1 Call Service may, at its sole discretion, restrict, suspend or terminate customer's account. Further, 1 Call Service reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. 1 Call Service will attempt to notify law enforcement officials if the violation is believed to be a criminal offense.

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First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that 1 Call Service personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

As you the Customer is ultimately responsible for the actions of your users and clients on the services, it is advisable that Customers develop a similar, or stricter, policy for their users, employees and clients.

Network

IP Address Ownership: If 1 Call Service procures an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to 1 Call Service it's assigns, affiliates, vendors, partners subsidiaries, and Customer shall have no right to use that Internet Protocol address except as permitted by 1 Call Service in its sole discretion in connection with the Services, during the term of this Agreement. 1 Call Service shall maintain and control direction of all Internet Protocol numbers and addresses that may be assigned to 1 Call Service it's assigns, affiliates, vendors, partners or subsidiaries for customers, and 1 Call Service reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered for Customer on the Order Form (the "Agreed Usage"). 1 Call Service will monitor Customer's bandwidth and disk usage. 1 Call Service shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in 1 Call Service's sole and absolute discretion. If 1 Call Service takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, 1 Call Service may, at its sole discretion, collect a deposit, in an amount determined by 1 Call Service, against customer's credit card on file with 1 Call Service.

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System and Network Security: Users are prohibited from violating or attempting to violate the security of the 1 Call Service Network. It's assigns, affiliates, vendors, partners or subsidiaries. Violations of system or network security may result in civil or criminal liability. 1 Call Service will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.

Notification of Violation:

1 Call Service is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which 1 Call Service it's assigns, affiliates, vendors, partners or subsidiaries determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at 1 Call Service's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that 1 Call Service determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

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We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

Suspension of Service or Cancellation: 1 Call Service reserves the right to suspend network access to any customer if in the judgment of the network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which 1 Call Service chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended. Basically, No Spam, No Hacking, No problems...

1 Call Service reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of 1 Call Service it's assigns, affiliates, vendors, partners and subsidiaries must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Indemnification: 1 Call Service wishes to emphasize that in agreeing to the 1 Call Service Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies 1 Call Service for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) that results in loss to 1 Call Service or the bringing of any claim against 1 Call Service it's assigns, affiliates, vendors, partners or subsidiaries by any third-party. This means that if 1 Call Service is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against 1 Call Service, plus all costs and attorney's fees.

Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

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Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

1 Call Service takes no responsibility for any material input by others and not posted to the 1 Call Service Network by 1 Call Service. 1 Call Service is not responsible for the content of any other websites linked to the 1 Call Service Network; links are provided as Internet navigation tools only. 1 Call Service disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

1 Call Service is not responsible for any damages your business may suffer. 1 Call Service does not make implied or written warranties for any of our services. 1 Call Service denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by 1 Call Service. You are responsible for your own data.

It is absolutely forbidden to host pornographic content or IRC servers on Virtual Server Accounts. Virtual Server Accounts found hosting this material will be subject to immediate cancellation without refund.

Responsibility for Content: You, as 1 Call Service, it's assigns, affiliates, vendors, partners or subsidiaries customer, are solely responsible for the content stored on and served by your servers.