

MINDSPRING ENTERPRISES, INC.
SERVICE AGREEMENT

If I have given my credit card number to MindSpring, I understand that charges will be billed to my credit card each month for the basic service and any additional usage. I authorize this automatic billing by MindSpring. MindSpring's billing cycle follows the calendar month, with the basic service fee for each month charged at the beginning of the month along with additional usage fees from the prior month. I understand that I may cancel my account at any time effective the end of that billing cycle. If I am not satisfied and wish to cancel my account within 30 days of the day MindSpring mails my startup kit to me, I may do so and receive a full refund of all money paid by returning all MindSpring startup materials in good condition within those first 30 days and signing a statement certifying that I have kept no copies of any of the MindSpring startup materials, either software or hard copy. I understand that MindSpring may change its prices from time to time, and that I will be provided with 15 days written or electronic mail notice of any such changes. I understand that I may not provide any full time information services over this connection. I agree not to use any automatic method to avoid inactivity disconnect. I understand that a Flat rate account is a personal account, to be used by only by me and members of my immediate family. Standard Plan accounts may be shared.

I agree to maintain my password as private and confidential information. I agree to use my MindSpring account in a way that conforms with all applicable laws and regulations. I specifically agree not to make any attempt to gain unauthorized access to any other systems or networks. I understand that the information available through MindSpring or interconnecting networks may not be accurate. I understand that the some of the information available through MindSpring or interconnecting networks may be intended for adult audiences. I understand that Internet working communications are not secure, and may be subject to interception or loss. MindSpring Enterprises, Inc. makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the MindSpring network. I understand that the use of my MindSpring account, and any data or information accessed using that account, will be completely at my own risk. I understand that the cumulative liability of MindSpring for any and all claims relating to the services provided by MindSpring, in contract, tort, or otherwise, shall not exceed the total amount of the basic service fees paid to MindSpring for services within the prior year. I agree that MindSpring shall have no liability for the services, data or information made available to me, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies. I understand that MindSpring reserves the right to terminate my account at any time, for any reason, including, but not limited to, my failure to abide by the terms of this agreement or my failure to pay any fees or charges when due. I understand that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings and mass advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for MindSpring, and would be a likely cause for the termination of my account. A more detailed explanation and list of violations referenced can be found on the MindSpring Home Page under MindSpring Policy on Appropriate Use which can be found linked from <http://www.mindspring.com/> on the World Wide Web.

This agreement represents the complete agreement between MindSpring Enterprises, Inc., and

myself, and supersedes any other written or oral agreement. The terms of this agreement may only be changed in writing and any changes must be signed by both MindSpring and myself to be effective.