



MYOAN! INTERNET SERVICE AGREEMENT

Read this Internet Service Agreement carefully before using our Internet Services.

1. INTRODUCTION.

MyOAN! provides its Internet services, as they may exist from time to time ("Services"), to users who pay a monthly service fee to subscribe to the services ("Members") as well as to those who access some of our Services but do not have accounts ("Visitors"). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10.

2. SUBSCRIPTION REQUIREMENTS.

Members must be at least 18 years old. Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. MyOAN! is not responsible for any long-distance toll or other telecommunications charges you incur. Toll-free (800#), international, and simultaneous login in access are not available.

MyOAN! reserves the right to change prices and institute new fees at any time upon written notice to Members.

3. PAYMENT OBLIGATIONS OF A MEMBER.

- (a) Members must (i) provide MyOAN! with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to MyOAN! all changes to this information with thirty (30) days of the change. Members are responsible for any charges to their account.
- (b) Members having questions regarding charges to an account should contact MyOAN!'s customer support at (902) 894-1739. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.
- (c) Charges are billed to Members' credit cards or check cards, as applicable, each month for the basic service and any additional usage or services by our billing agent Private Pathways. Please make note of this on your credit card statement. MyOAN! is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by MyOAN!.
- (d) If you purchase Services through a reseller who in turn pays MyOAN!, the reseller must pay all amounts owing for your account. If the reseller fails to pay MyOAN! any amounts due – whether or not you have paid the reseller – your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.
- (e) Delinquent accounts may be suspended or canceled at MyOAN!'s sole discretion; however, charges will continue to accrue until the account is canceled. If an account is reinstated, the past due amount must be paid at the time of reinstatement. MyOAN! will not issue any credits for the time the account was inaccessible to the Member during the account's



suspension period.

4. MEMBER'S ACCOUNT, PASSWORD AND SECURITY.

Upon registration, Members receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your MyOAN! account and must comply with this Agreement. You must keep your password confidential so that no one else may access the services through your account. You must notify MyOAN! immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 5 MB in size will be considered full and any additional emails will be returned to the sender as undeliverable.

Members agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. Members agree not to provide any public information services over a dial-up connection.

MyOAN! may change its POP numbers at any time. MyOAN! reserves the right to direct Members to use certain numbers to access Services or to restrict use of specific access numbers. Usernames, passwords and email addresses are MyOAN!'s property and MyOAN! may alter or replace them at any time.

5. MONITORING SERVICES.

MyOAN! has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if MyOAN!, in its sole discretion, believes that it is responsible to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Please see our Privacy Policy. MyOAN! may immediately remove your material or information from MyOAN!'s services, in whole or in part, which MyOAN!, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

6. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY MYOAN!, MYOAN! DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. MYOAN! HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MYOAN! DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MYOAN! MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH MYOAN! OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY MYOAN! OR ITS



REPRESENTATIVES SHALL CREATE A WARRANTY. MYOAN! AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, MYOAN!'S CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

7. SOFTWARE LICENSE.

MyOAN! grants to each Member a limited, nonexclusive, nontransferable and non-assignable license to install and use the MyOAN! software (including software from third-party vendors that MyOAN! distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. Each Member agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. MyOAN! may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member.

The Licensed Programs constitute confidential and proprietary information of MyOAN! and MyOAN!'s licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with MyOAN! and MyOAN!'s licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Programs or any part thereof.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

Contractor/manufacture is Private Pathways, Inc., 9635 Ventana Way, Suite 102, Alpharetta, GA 30022.

8. WEB SITE USEAGE.

Our site on the World Wide Web with its home pages in the domain "MyOAN.net", or any other site operated by MyOAN! (the "Web site") is a complimentary information service offered by MyOAN! at no charge to users.

We may provide links on the Web site to other Web sites that are not under our control. In general, any Web site which has an address (or URL) that does not contain "MyOAN.net" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by MyOAN! of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "MyOAN!", (b) the link must "point" to the <http://www.MyOAN.net> and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by MyOAN!, (e) the link, when activated by a user,



must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) MyOAN!, may in its sole discretion, revoke consent to link to our Web site at any time. MyOAN! must approve all other hypertext links to the Web site in writing.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by MyOAN!. MyOAN! assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold MyOAN! harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify MyOAN! from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. MyOAN! will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to MyOAN! to use on the Web site will be deemed to be a grant by you to MyOAN! of a license to the material to include the material on the Web site and reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

9. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to terminate your account.

10. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to MyOAN! by:

1. Registered or certified mail, return receipt requested addressed to PO Box 118, Liburn, Georgia 30048 or
2. Telephone call directed to Customer Service at (902) 894-1739; or
3. Email notification to accounting@MyOAN.net.

To terminate Web Hosting and/or Business Services, the same instructions noted above are applicable. Charges to your account will stop accruing the day MyOAN! receives your cancellation notification. If your account included space on MyOAN!'s servers (including information in your mailbox), anything stored in this space will be deleted upon termination. 30-Day Money Back Guarantee: If Member contacts MyOAN! within the first 30 days of service and indicates a desire to terminate Services, MyOAN! will refund 100% of the month charged for the first month of Services.

Refund Policy: After the first 30 days of service, Member will be refunded the unused portion of any funds prepaid. MyOAN! will not prorate or refund on a partial-month basis.

Without prior notice, MyOAN! may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if MyOAN!, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. MyOAN! may provide termination notice to you by: email addressed to your email account or by US Mail or courier



service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 3, 4, 6 and 11 of this Agreement shall survive termination of this Agreement.

11. JURISDICTION.

Under California Civil Code Section 1789.3, Members or Visitors who are residents of California are entitled to the following specific consumer rights information: the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at 916-445-1254.

This Agreement is governed by Georgia law without regard to conflict of law provisions.

The federal and state courts located in Georgia alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Florida with respect to such matters or otherwise between you and MyOAN! and waive your rights to removal or consent to removal.

12. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, the Privacy Policy, and MyOAN!'s other user policies posted on MyOAN!'s Web site constitutes the entire agreement between you and MyOAN! with respect to your use of the Services.

MyOAN! may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on MyOAN!'s Web site (<http://www.MyOAN.net>) and/or on Member's start pages and/or by email.