

Network Business Systems, Inc.
AUP: Acceptable Use Policy

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The following document constitutes the "Acceptable Use Policy" by the "Subscriber" and NETWORK BUSINESS SYSTEMS, INC., the "ISP". By accessing the internet service, you are a Subscriber and hereby agree to comply with, and insure that any party authorized to use the service, or any party that gains access of the service through your equipment complies with this agreement in its entirety. Further, the Subscriber acknowledges the ISP may amend this agreement from time to time. NETWORK BUSINESS SYSTEMS, INC. may terminate or suspend a Subscriber's service for any violation of any term or condition of this Acceptable Use Policy. Please contact the ISP with any questions concerning this agreement.

SUBSCRIBER may not revise any of the terms of this Agreement without express prior authorization and written agreement signed by a duly elected Officer of ISP. This Agreement may not be modified orally. This Agreement may be modified only by a written instrument, signed by SUBSCRIBER and a duly authorized Officer of ISP. If e-mail is used for the writing, the signatures shall be electronic digital signatures that are publicly registered with a duly authorized certification authority in the jurisdiction in which ISP operates its business.

NETWORK BUSINESS SYSTEMS, INC. may periodically add to, amend, or update this Acceptable Use Policy, which shall become effective immediately upon its posting at www.nbson.net. Subscribers are responsible for regularly reviewing this policy and at all times must comply with all of its terms and conditions, including any additions, amendments, and updates.

ISP may terminate or suspend any Customer's access to all or part of ISP Internet services without notice if the Customer or any other user of the Customer's account engages in any conduct or activities that ISP, in its sole discretion, determines violates any term or condition of this Acceptable Use Policy. If ISP terminates or suspends a Customer's access to any ISP Internet services due to any such violation, the Customer agrees that it has no right:

1. to access any ISP Internet service via any method;
2. to receive any credits(s) whether or not otherwise due to the Customer (such credit(s) to be forfeited); or
3. to any notification on the Customer's behalf of any third party providers of services, merchandise or information (ISP shall not be responsible for any costs or consequences resulting from lack of notice to such providers on behalf of the Customer).

This Agreement shall be governed by the laws of the State of Illinois, including its choice of law and conflicts of law rules, and SUBSCRIBER and ISP each submit to the exclusive jurisdiction of the courts of the State of Illinois.

1. PARTIES

A. NETWORK BUSINESS SYSTEMS, INC. (hereinafter referred to as "ISP"), is an Illinois Company, with its principal place of business located at 23834 E. 1260TH ST. Geneseo Illinois, 61254.

B. "SUBSCRIBER" is someone using the ISP services.

C. In this Agreement, ISP and SUBSCRIBER may sometimes be referred to collectively as the "PARTIES." Where this Agreement uses the term "PARTIES," it intends both ISP and SUBSCRIBER.

2. CONSIDERATION

A. In consideration of ISP's providing online services to SUBSCRIBER, and SUBSCRIBER's payment of and promises to pay fees to ISP and SUBSCRIBER's promises to abide by the terms and conditions of this Agreement, as ISP may amend this Agreement from time to time, and in consideration of all the mutual covenants and promises made in this Agreement, the PARTIES hereby agree as follows:

3. ACCOUNT INFORMATION

A. Customers must provide accurate billing information to ISP. This requirement shall be ongoing and it shall be each individual Customer's responsibility to up-date such billing information as necessary to keep it current. Without limiting ISP's ability to terminate a Customer's service for any violation of any term or condition of this Acceptable Use Policy, the provision of inaccurate information or data, including without limitation the fraudulent use of credit card numbers, on any form, contract or online application, shall be grounds for immediate termination of a Customer's service, and may subject the Customer to civil or criminal liability.

B. SUBSCRIBER REPRESENTS AND WARRANTS THAT SUBSCRIBER IS AT LEAST EIGHTEEN YEARS OLD.

C. SUBSCRIBER acknowledges that SUBSCRIBER will choose a user name and a password to access the services provided by ISP. It is SUBSCRIBER's responsibility to remember both the user name and password. Therefore, for security purposes, ISP recommends that SUBSCRIBER change SUBSCRIBER's password regularly.

D. SUBSCRIBER is responsible for maintaining the confidentiality of SUBSCRIBER's password and is liable for any harm resulting from disclosing or allowing disclosure of any password or from use by any person of SUBSCRIBER's password to gain access to the SUBSCRIBER's accounts.

E. ISP expects SUBSCRIBER to be reasonable and responsible in selecting a user name. Vulgar or otherwise offensive user names may offend the sensibilities of other subscribers to ISP's service or to other Internet users. SUBSCRIBER may not select or use a user name that is the real name of another person, or a user name that violates a

trademark right, copyright, or any other proprietary right, or which ISP deems in its sole discretion to be vulgar or otherwise offensive. ISP reserves the right to delete any such user name, or to request deletion.

F. SUBSCRIBER understands that SUBSCRIBER's password is confidential and is intended solely for the use of SUBSCRIBER and for no other person's use.

G. SUBSCRIBER understands that ISP will rely on SUBSCRIBER's agreement to keep SUBSCRIBER's password secret and confidential and that SUBSCRIBER will not reveal SUBSCRIBER's password to any other person or entity, except as required by law.

H. SUBSCRIBER understands that disclosure of SUBSCRIBER's password to any other person or entity, except as required by law, could cause irreparable damages to ISP, including, but not limited to compromise of ISP's confidential and proprietary business information and trade secrets, compromise of the integrity of the information and communications of other subscribers to ISP's service, interruption of ISP's services, lost profits to ISP, and damages to ISP's business reputation and goodwill.

I. SUBSCRIBER understands and agrees that disclosure of SUBSCRIBER's password to any other person or entity, except as required by law, is a MATERIAL BREACH of this Agreement, and MAY VIOLATE LOCAL, STATE, and FEDERAL LAW.

J. SUBSCRIBER understands that disclosure of SUBSCRIBER's password to any other person or entity, except as required by law, could cause irreparable damages to SUBSCRIBER, including, but not limited to compromise of SUBSCRIBER's confidential and proprietary business information and trade secrets, lost profits, and damages to SUBSCRIBER's reputation and goodwill. In the event that SUBSCRIBER discloses SUBSCRIBER's password to any other person or entity, SUBSCRIBER shall and hereby does forever agree to defend, hold harmless, and indemnify ISP from any harm or damages whatsoever resulting directly or indirectly from SUBSCRIBER's disclosure of SUBSCRIBER's password to any other person or entity.

K. SUBSCRIBER understands and agrees that SUBSCRIBER shall be entirely liable for all activities conducted through use of SUBSCRIBER's password, whether any third person or entity may also be liable for such activities.

L. SUBSCRIBER understands and agrees that SUBSCRIBER may allow a minor child (under eighteen years of age) to use the SUBSCRIBER's account, subject to the following restrictions:

M. SUBSCRIBER represents that SUBSCRIBER understands that the online service and the Internet contain various text, images, and other content that some people consider inappropriate for viewing by children.

N. SUBSCRIBER shall supervise the minor child's use of the system directly or through the use of software designed and configured to prevent access to any information that SUBSCRIBER considers inappropriate for viewing by children.

O. SUBSCRIBER shall and hereby does forever agree to defend, hold harmless, and indemnify ISP from any harm or damages to any person, including any minor child SUBSCRIBER allows to use SUBSCRIBER's account, whatsoever resulting directly or indirectly from SUBSCRIBER's allowing any minor child to use SUBSCRIBER's account.subject SUBSCRIBER to civil and/or criminal liability.

4. CHARGES AND FEES

A. ISP reserves the right to change its fees and billing methods at any time effective thirty (30) days after Notice to SUBSCRIBER. If any such change is unacceptable to SUBSCRIBER, SUBSCRIBER may terminate his, her, or its subscription to the ISP as provided in Section 13 below. SUBSCRIBER's continued use of the ISP Service following any such change shall be deemed acceptance of such change.

B. SUBSCRIBER's monthly fee for use of ISP's Service is payable in advance and is not refundable in whole or part.

C. SUBSCRIBER is responsible for all charges associated with connecting to ISP's Service.

D. If the payment method for SUBSCRIBER's subscription to ISP's Service is by credit card and payment is not received by ISP from the card issuer or its agents, SUBSCRIBER agrees to pay all amounts due upon demand by ISP.

E. If ISP does not receive the full amount of SUBSCRIBER's balance for use of the ISP Service within thirty (30) days of the invoice date, an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge will be added to SUBSCRIBER's bill and shall immediately become due and payable.

F. SUBSCRIBER shall also be liable for all attorney and collection fees arising from ISP's efforts to collect any unpaid balance of SUBSCRIBER's account.

G. Methods of Payment.

- Credit cards
 - Visa(r)
 - MasterCard(r)
- Personal Checks
- Business Checks
- Cashier's Checks
- Traveler's Checks
- Money Orders

Note: Checks that are dishonored for any reason are subject to a collection fee of \$20 per dishonored check, and SUBSCRIBER's account and access to ISP's Service may be suspended until all amounts SUBSCRIBER owes to ISP have been paid in full.

H. SUBSCRIBER shall be responsible for any and all fixed and accumulative charges resulting from SUBSCRIBER's connection to or use of ISP's Service.

I. The first month service fee (or other available billing period selected) is due upon account setup.

J. Each month (or other billing period selected) on the date of the application, SUBSCRIBER's account shall be charged the monthly access and any other fees for the new month plus any accumulated charges for prior months.

K. Failure to use the SUBSCRIBER's account does not relieve SUBSCRIBER of payment obligations.

L. ISP reserves the right to terminate SUBSCRIBER's access to ISP's Service for any unpaid subscriptions or amounts past due at any time after the due date.

M. Accounts that are past due or in default are subject to an interest charge of 1.5% per month on the outstanding balance.

N. Termination of access to ISP's Service shall not relieve SUBSCRIBER from the obligation to satisfy outstanding invoices and to pay to ISP all amounts SUBSCRIBER owes to ISP pursuant to this Agreement, or otherwise.

O. In the event ISP utilizes an attorney to collect any unpaid amounts from SUBSCRIBER, SUBSCRIBER shall be responsible for the payment of all of ISP's attorneys' fees and costs in the collection of those sums.

P. Refund will be made only on prepayment of the monthly service fee for more than a month.

Q. All refunds shall be prorated based on full months of service that are unused, partial months will not be refunded.

R. All refunds will be based upon used month(s) being charged for the full, undiscounted price for a month for the type of account being subscribed.

S. ISP may, at its sole discretion, give SUBSCRIBER a refund.

5. GENERAL TERMS AND CONDITIONS

A. Customers may not resell NBSON.Net Internet services without the prior written consent of ISP.

1) Customer is not allowed to run web servers or mail servers without expressed written permission from ISP. This includes P2P software or any other future software that allows file sharing across the Internet.

B. Customers may not attempt to circumvent user authentication or security of any host, network, or account (i.e., "cracking" activities). Without limiting the general nature of the foregoing prohibition, "cracking" includes accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks in any manner. ISP will cooperate fully with investigations of violations of systems or network security at any ISP or third party sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

C. ISP Internet services may only be used for lawful purposes. ISP Internet services may not be used to transmit or store any material of any nature that is, in ISP's sole discretion, harmful, harassing, defamatory, pornographic, profane, vulgar, indecent, unlawful, obscene, threatening, abusive, libelous, or hateful, or that encourages conduct that would

violate any local, state, national or international law or regulation. Without limiting the general nature of the foregoing prohibition, ISP Internet services may not be used to transmit or store any material protected by copyright, trademark, trade secret, patent or

other intellectual property laws without the express consent of the owner of such material. ISP may, at its discretion, block or remove any prohibited material(s) from its system. Further, ISP internet services will not be used to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, religion, or other characteristics as may be defined by applicable civil rights laws, or otherwise objectionable to ISP.

D. In any action between ISP and SUBSCRIBER to enforce any of the terms of this Agreement, ISP shall be entitled to recover expenses from SUBSCRIBER, including reasonable attorney's fees.

E. ISP's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between ISP and SUBSCRIBER nor any trade practice shall act to modify any provision of this Agreement.

F. ISP shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electrical power or other utility service, unavailability of any telecommunications service or connection to any telecommunications service, or any cause beyond the reasonable control of ISP.

G. The right to use the ISP's Service is not transferable. Accounts and access to ISP's Service are for the sole use of SUBSCRIBER. SUBSCRIBER shall be responsible for the confidentiality of SUBSCRIBER's password. Loaning SUBSCRIBER's account to other persons, except as expressly allowed under this Agreement, connecting a system to ISP's Service when that system is used by multiple persons or computers, group use of SUBSCRIBER's log-in information or password are explicitly prohibited.

H. If SUBSCRIBER wishes to make purchases on the Internet using ISP's Service, SUBSCRIBER is hereby notified that many Internet merchants or information or service providers from whom SUBSCRIBER is making the purchase may require SUBSCRIBER to supply certain information, including credit card or other payment mechanism information. SUBSCRIBER also acknowledges that the information SUBSCRIBER provides is being transmitted over the Internet, which is an open computer communications network, in which the information is subject to interception by third parties, and that the persons or entities with whom SUBSCRIBER deals online may not keep SUBSCRIBER's information confidential once SUBSCRIBER discloses it to them. Further, ISP does not control any of these Internet merchants or information or service providers, except as specifically stated in this Agreement.

I. ISP makes no representations or warranties whatsoever concerning the availability, quality, or business practices of any person with whom SUBSCRIBER chooses to conduct business on the Internet and shall have no liability to SUBSCRIBER for any harm, injury, or damages resulting from commercial transactions conducted on the

Internet by SUBSCRIBER or any person using SUBSCRIBER's account with ISP's Service.

J. SUBSCRIBER agrees that all information SUBSCRIBER may provide to any Internet merchant or information or service provider on the Internet through ISP's Service for purposes of making purchases shall be accurate, complete, and current.

K. Internet merchants and information and service providers offering merchandise, information, and services on the Internet set their own prices and may change prices or institute new prices at any time.

L. SUBSCRIBER agrees to pay all charges incurred by users of SUBSCRIBER's account with ISP and credit card or other payment mechanism at the prices in effect when such charges are incurred.

M. SUBSCRIBER shall also be solely responsible for paying any applicable taxes relating to purchases on the Service.

N. SUBSCRIBER shall and hereby does forever agree to defend, hold harmless, and indemnify ISP from any harm or damages to any person resulting from commerce engaged in by SUBSCRIBER or any person using SUBSCRIBER's account with ISP's Service.

O. To provide a high quality and efficient Service to all subscribers, ISP reserves the right to block or filter mass solicitations on or through ISP's service that constitute "spamming" as defined in this Agreement, regardless of the source or origin of such mass solicitations.

P. Either SUBSCRIBER or ISP may terminate this Agreement at any time. SUBSCRIBER's sole right with respect to any dissatisfaction with any term of this Agreement or ISP's performance of this Agreement is to terminate this Agreement by notifying ISP in writing. SUBSCRIBER will be held responsible and will owe any unpaid balances on equipment and services purchased by ISP.

6. RIGHT TO MONITOR AND COMMUNICATIONS PRIVACY POLICY.

While ISP has no obligation to monitor the Customers' use of ISP Internet service in any way, ISP may monitor the service from time to time and disclose information regarding Customers' use of ISP Internet service if required by any law, regulation, ordinance or subpoena issued by a duly authorized law enforcement agency, to operate the service properly, or to protect itself, its affiliates or its Customers.

A. ISP shall have the right, but not the duty, to monitor communications occurring through its system and to disclose such communications from time to time as may be necessary to:

- (1) operate ISP's Service properly,
- (2) administer and manage ISP's business,
- (3) provide all of ISP's subscribers with the highest quality service,

(4) offer all of ISP's subscribers with opportunities ISP thinks will be of interest to its subscribers,

(5) verify compliance with law

(6) verify compliance with this Agreement,

(7) protect ISP and its subscribers, and

(8) satisfy any law, regulation, or other governmental request.

B. SUBSCRIBER acknowledges said right of ISP and consents to the reasonable and periodic monitoring and disclosure of online communications occurring on ISP's Service.

C. Other than as expressly described in this Agreement, ISP will not intentionally monitor or disclose any private e-mail message unless required by law.

D. Except as required by law or to protect the physical safety of any person, ISP will not disclose any information, data, or records relating to

(1) SUBSCRIBER's account with ISP,

(2) identifying SUBSCRIBER as a user of ISP's Service (except as such information will be publicly disclosed by the SUBSCRIBER by sending e-mail, posting to newsgroups, and so forth),

(3) SUBSCRIBER's billing information,

(4) SUBSCRIBER's name, address, and telephone number,

(5) Any information regarding SUBSCRIBER's credit cards used to pay the charges for ISP's Service, or checking accounts used to pay the charges for ISP's Service, or

(6) SUBSCRIBER's use of ISP's Service or of the Internet.

E. ISP reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in ISP's sole and absolute discretion, are unacceptable, undesirable, or in violation of applicable law or of this Agreement.

F. SUBSCRIBER agrees that ISP has the right to cooperate in any investigation that is requested by parties alleging that SUBSCRIBER has violated any law that is enforceable in ISP's or SUBSCRIBER's jurisdiction, or any provision of this Agreement.

G. SUBSCRIBER agrees that ISP has the right to disclose to the appropriate authorities any evidence of illegal activity ISP discovers in the course of any investigation requested by an outside party, or discovered in the routine operation and maintenance of ISP's Service and network components. SUBSCRIBER further agrees that ISP may make copies of such materials for the use of those authorities in their investigation if requested for the purpose of preservation of evidence.

H. ISP will not release SUBSCRIBER's confidential information or billing information to any third party except upon presentation of a valid order of a court or government entity within ISP's jurisdiction. SUBSCRIBER agrees that ISP's judgment as to the validity of any court order or subpoena shall be considered proper and final.

I. Electronic Communications Privacy Act (ECPA) Notice. SUBSCRIBER agrees that ISP's Service and the Internet are not considered secure communications media for the purposes of the ECPA, and that SUBSCRIBER has no expectation of privacy in unencrypted communications transmitted or received over the Internet via ISP's Service or otherwise and will not rely on any such expectation of privacy.

7. SERVER MAINTENANCE

A. ISP will attempt to maintain 99% uptime on all servers. Attempts will be made to keep all downtime to a minimum. Unscheduled shutdowns may occur without prior warning.
Information

8. TECHNICAL SUPPORT

A. Technical support is available by telephone at 309-944-8823 at the following days and times:

- Sunday - Closed
- Monday from 9:00 a.m. until 5:00 p.m.
- Tuesday from 9:00 a.m. until 5:00 p.m.
- Wednesday from 9:00 a.m. until 5:00 p.m.
- Thursday from 9:00 a.m. until 5:00 p.m.
- Friday from 9:00 a.m. until 5:00 p.m.
- Saturday from 9:00 a.m. until 5:00 p.m.

For telephone technical support outside the hours listed above, please leave a message on our voice mail system, providing the following information:

- Your name
- Your username on the ISP service
- Your telephone number
- The best time to return your call
- A brief description of the problem you are having

B. Technical support is available by electronic mail at the following e-mail address: help@ns.nbson.com. When requesting technical support by e-mail, please provide the following information:

- your name
- your username on the ISP service (if you are sending e-mail from another Internet or online service than ISP's service)
- your telephone number

- the best time to telephone you, if telephone contact is necessary
- a description of the problem you are having, including as much of the following information about the problem as you can provide:
 - the date and time the problem first occurred
 - the type of computer you are using
 - the operating system you are using
 - the telephone number you use to access ISP's service
 - the type and speed of modem you are using
 - whether the problem occurred once or more than once
 - what you were doing or attempting to do on the ISP service when the problem occurred
 - whether the problem caused you to be disconnected from the ISP service or is preventing you from accessing the ISP service
 - the exact content of any error messages that were displayed when the problem occurred
 - any means you have found to circumvent the problem

C. ISP will provide SUBSCRIBER with technical support related to SUBSCRIBER's use of ISP's service, at no additional charge, subject to the following restrictions:

D. ISP will NOT provide SUBSCRIBER with free technical support for any computer hardware or telecommunications products.

E. ISP will NOT provide SUBSCRIBER with free technical support for any software products other than the ISP Software that ISP has supplied to SUBSCRIBER to make a dial-up connection to the ISP.

F. ISP is under no obligation to provide SUBSCRIBER with information about how to access any particular resource on the Internet, other than ISP's server and the ISP Software.

G. ISP will provide limited information about using the Internet generally, subject to the knowledge and experience of ISP's Technical Support Staff, and subject to ISP's ability to meet the technical support demands of all of ISP's subscribers.

9. DESCRIPTION OF SERVICE

A. ISP internet service is provided on an "as is, as available" basis. ISP makes no expressed or implied warranties, representations or endorsements whatsoever with regard to any merchandise, information or service provided through ISP internet service or on the internet in general. Also, ISP shall not be liable for any cost or damages arising either directly indirectly from any such transaction. Neither ISP nor any of its affiliates, directors, officers, employees, agents or contractors warrant that ISP internet service will be uninterrupted or error free of that any information, software or material accessible via ISP internet service is free of viruses, worms, Trojan horses, or other harmful components. Under no circumstances shall ISP, its affiliates, directors, officers, employees, agents or contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from a customers use of or inability to use ISP internet service or to access the internet or any part thereof or that

result from mistakes, errors, omissions, interruptions, deletions of file, errors, defects, delays in operation, or transmission, or any failure of performance

B. ISP will provide the following standard services to SUBSCRIBER:

(1) Electronic Mail.

a) SUBSCRIBER may use one or more electronic mailboxes, depending on the type of account SUBSCRIBER maintains. SUBSCRIBER is required to remove all incoming mail from SUBSCRIBER's mailbox(es) on a regular basis and should use the automated features of a mail client to do so. All e-mail messages older than 3 months will be deleted from the mail server automatically.

b) SUBSCRIBER's e-mail address will be in the form of "username@nbson.net" where "username" is the user name as selected by SUBSCRIBER, except in cases wherein ISP requests SUBSCRIBER to change the user name, in cases wherein ISP must delete a user name, or where SUBSCRIBER has their own domain wherein their e-mail address will be in the form of "username@domainname" where "domainname" is the name of SUBSCRIBER's domain. SUBSCRIBER has no property or other right in a particular user name and ISP shall have no liability whatsoever to SUBSCRIBER as a result of undeliverable electronic mail resulting from any change to SUBSCRIBER's user name, regardless of the reason for such change.

(2) Personal or Commercial Pages on the World Wide Web.

Subject to all the terms and conditions of this Agreement and all applicable laws, ISP grants SUBSCRIBER the right to publish personal or commercial pages accessible to the World Wide Web, with the following size limitations:

a) The maximum storage space a SUBSCRIBER may use on ISP's service to publish Web pages is 5 megabytes for consumer and 10 megabytes for business. This includes all pages and content supplied by those pages, including text, graphics, sound, video, files available for downloading, storage for information received from the Web pages, and hyperlinks to other pages on the World Wide Web or other resources available through the Internet. Subject to availability of disk storage, SUBSCRIBER may purchase additional storage space from ISP at the rate of \$5.00 per 10 megabytes of storage per month.

b) The maximum amount of data transferred from all of SUBSCRIBER's personal or commercial Web pages stored on ISP's server is 250 megabytes per month based on the log files. All data transferred from SUBSCRIBER's personal or commercial Web pages that exceeds the monthly maximum shall be billed to SUBSCRIBER at a rate of 10 cents per megabyte transferred.

c) ISP reserves the right to suspend or terminate at its discretion SUBSCRIBER's access to ISP's service or to require the removal of links or other content on or any pages SUBSCRIBER has published to the World

Wide Web if providing such content or links causes undue strain on any ISP server either through excessive hits or by excessive bandwidth.

(3) Backup of SUBSCRIBER's Data.

a) ISP performs incremental and/or differential backups of all data on its servers. Backups are scheduled to minimize the drain on system resources and to optimize the access time to ISP's service for all subscribers. Therefore, the time of day or night when ISP backs up the system may vary somewhat from day to day.

b) SUBSCRIBER understands and acknowledges that ISP backs up the server data solely as a courtesy to all subscribers to help prevent loss of data in the case of a total server failure.

c) SUBSCRIBER understands and acknowledges that ISP has no duty under this Agreement to back up the data on its server nor to restore lost data from any backups made.

d) SUBSCRIBER understands and acknowledges that ISP may discontinue daily backups of the server data at any time, without prior notice to SUBSCRIBER.

e) SUBSCRIBER understands and acknowledges that SUBSCRIBER shall be solely responsible for backing up SUBSCRIBER's data on SUBSCRIBER's own computer, notwithstanding ISP's regularly scheduled backups of the data on ISP's server.

f) SUBSCRIBER understands and acknowledges that ISP shall have no liability whatsoever for any data loss incurred by SUBSCRIBER and SUBSCRIBER agrees to defend, hold harmless, and indemnify ISP from any claims for damages of any and all kinds by any third parties resulting from any loss of data by SUBSCRIBER.

g) SUBSCRIBER understands and acknowledges that ISP has fully informed SUBSCRIBER of ISP's backup policies and that SUBSCRIBER will not rely upon or claim to have relied upon ISP's backup of the data on ISP's server, for any purpose whatsoever to which such reliance may be related.

h) SUBSCRIBER understands and acknowledges that this Agreement creates no bailment of SUBSCRIBER's data, information, or other property, and that ISP shall, under no circumstances, be deemed a carrier, bailee, or warehouseman of SUBSCRIBER's data, information, or other property.