

CMH Internet Access Services Agreement:

General Information:

This CMH Internet Access Services Agreement (hereinafter referred to as "AGREEMENT") is a legally binding contract between CMH Electronics with its principal offices at 134 Hillcrest Avenue NW, North Canton OH 44720 (hereinafter referred to as "CMH") and any individual, corporation, association, agency, company, or other entity who accesses or uses the facilities, systems, or services of CMH (hereinafter referred to as "USER"). CMH provides access to the global computer network known as the "Internet." CMH makes no claim and accepts no responsibility for the material found on the "Internet." As a condition to and in consideration for receiving and using the Internet Access Services provided by CMH, including but not limited to any and all services, information, materials, or systems, accessed or used through or by means of CMH's facilities, systems, or services (and described collectively hereinafter as "SERVICES"), USER agrees to be bound by the terms of this AGREEMENT. Use of or access to CMH's SERVICES by USER shall constitute acceptance of and agreement to be bound by this AGREEMENT.

Privacy and Acceptable Use:

CMH's SERVICES are provided to USER on a "common carrier" basis and may only be used in accordance with all applicable laws, statutes, rules, or regulations and solely for lawful purposes. USER is solely responsible for the knowledge of and adherence to any and all laws, statutes, rules, or regulations pertaining to USER's use of CMH's SERVICES, the communication means by which USER reaches CMH's facilities, or any other service provided by CMH. USER will be held liable for any temporary or permanent damage done to CMH's system due to the USER's negligence or lack of netiquette, whether intentional or accidental. This can include, but is not limited to, the release of computer viruses or worms, "cracking" into unauthorized areas on any system, sending unsolicited mass e-mails (spam) or sending or causing the receipt of "email bombs" by CMH's system. A USER engaged in any such damaging activity, as determined by CMH, can have their account suspended or canceled, be billed for excessive bandwidth usage and system administrator's time, and be billed for any other damage or loss caused by USER's actions. By acceptance of this agreement, USER authorizes CMH to charge USER's credit card the amount of reasonable charges due to damage caused by USER's actions. CMH reserves the right but does not assume any obligation to read, examine, or inspect the information contained in USER's files, electronic mail messages, newsgroup postings, etc., to the extent deemed necessary, in CMH's sole discretion, to protect CMH, its system, or other users from injury or damage, including but not limited to legal liability, and for proper administration and maintenance of the system. CMH will not release or disclose any of USER's information to other parties unless required or directed to do so by applicable legal authority. Unless legally prohibited from doing so, CMH shall make reasonable efforts to notify USER of any such disclosure. This provision notwithstanding, CMH reserves the right to disclose USER's information in order to stop or prevent unlawful activity by USER or to defend itself against any legal action or proceeding including those instigated by USER against CMH.

User Responsibilities:

USER is responsible for all charges to USER's account. Accounts are non-transferable; USER is prohibited from giving or lending USER's account/password to others. No more than one concurrent session by USER per account is permitted. USER cannot be a minor. In the event of unauthorized access to USER's account, USER must notify CMH in writing or by telephone. USER remains responsible for charges to USER's account which occur before CMH is notified of unauthorized access. USER agrees to be bound by the terms specified in the current service agreement located at www.cmh.net/internet/agree.htm.

Charges and Billing:

USER is responsible for payment of all services, including the current fees listed on CMH's web site (www.cmh.net). Fees may be paid by Visa, Mastercard, Discover, money order, check, or cash. Accounts are billed in a minimum of one month increments. No refund is available for "unused" days in a billing period. All payments must be received before the beginning of a billing cycle. Access will be temporarily suspended to accounts for which payment has not been received. USER is responsible for payment on account until AGREEMENT is terminated, whether account is active or suspended. By signing this agreement, USER authorizes CMH to charge USER's credit card the amount of reasonable charges due to damage caused by USER's actions.

Third-Party Sales and Service:

There are a variety of merchandise and services available for sale on the "Internet" and are in no way connected with CMH. All transactions for these merchandise and services are solely between the Seller and USER. CMH shall not be a party to such transactions or be liable for the costs or damages arising either directly or indirectly from these transactions.

Termination of Service:

CMH may terminate this AGREEMENT and the right to use CMH's SERVICES at any time and without cause by sending notice to USER. In addition, USER may terminate this AGREEMENT by giving written notice to CMH and ceasing use of CMH's SERVICES. USER may request CMH to provide floppy disk or tape (QIC-80 or DAT) archives of all USER's files on media supplied by USER. CMH may terminate service upon USER's breach of this AGREEMENT, and in this event CMH reserves the right to immediately delete all files associated with USER. This right of termination may be exercised at CMH's sole discretion, and knowledge of similar or prior breaches does not indicate a waiver of this right.

CMH reserves the right, in its sole discretion, to restrict or terminate any account if USER does not return an executed original of this AGREEMENT to CMH. CMH shall retain this right and shall not be deemed to have waived this right regardless of how long any USER uses CMH's SERVICES without returning aforementioned executed copy. Failure to return an executed copy in no way changes the rights of CMH under this agreement.

Limitation of Liability:

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL CMH BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE CMH'S SERVICES; OR SUCH DAMAGES THAT RESULT FROM ANY FAILURE OF PERFORMANCE INCLUDING WITHOUT LIMITATION ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATION FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, OR ACTS OF GOD. IN NO EVENT WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR ANY OTHER CAUSE OF ACTION SHALL CMH'S LIABILITY EXCEED THE AMOUNT PAID BY OR ON BEHALF OF USER TO CMH UNDER THIS AGREEMENT.

Disclaimer of Warranties:

NO WARRANTY IS MADE BY CMH REGARDING INFORMATION, SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE FACILITIES, SYSTEMS, AND SERVICES OF CMH AND CMH HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION GIVEN BY CMH, ITS AGENTS, OR ITS EMPLOYEES SHALL CREATE A WARRANTY.

Indemnity:

USER agrees to indemnify and hold harmless CMH, its officers, directors, shareholders, agents, and employees, and other users from any and all claims, costs, expenses, judgments, causes of action, attorney fees, litigation, or court costs resulting from USER's use of CMH's facilities, systems, or services in any manner, whether directly, indirectly, or by any act of commission or omission. If CMH engages the services of a collection agency and/or an attorney because of violation by USER of any of the terms of this AGREEMENT, USER agrees to pay all of CMH's reasonable collection and/or attorney fees. USER agrees that any court in Stark County, Ohio is proper jurisdiction and venue for any collection litigation initiated by CMH.

Governing Law:

This Internet Access Services Agreement shall be governed by the laws of the State of Ohio. User agrees that any disputes arising under this Agreement can and shall be decided by any court in Stark County, Ohio. This AGREEMENT represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written or oral negotiations, statements, or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party.

Important Information For Us

User's Full Name: _____

Billing Address: _____

City, State, Zipcode: _____

Phone: _____

User Signature: _____

Date: _____

Your Preffered User Name: (Prefix to your Email Address)

First Choice: _____
(must be lower case)

Second Choice: _____

Additional Mailbox/Alias: (under CMH Domain Name)

_____@cmh.net _____@cmh.net

_____@cmh.net _____@cmh.net

_____@cmh.net _____@cmh.net

Additional Information for Commercial Accounts

alias@yourdomain

user@cmh.net

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Personal Account Fees

___ Unlimited Account Monthly @ \$19.95 _____

___ Unlimited Account 6 Months @ \$14.99 = 89.94 _____

___ Economy Account 6 Months @ 8.99 = \$53.94 _____

___ Additional Mailboxes/Aliases @ \$2.50ea / Month _____

___ Setup Fee of \$9.95 _____

Total: _____

Commercial Account Fees

___ Unlimited Account Monthly @ \$49.95 _____
(500MB Traffic, 20MB Web)

___ Unlimited Account 6 Months @\$44.95 = \$269.94 _____

___ Small Business Account Monthly @ \$29.95 _____
(150MB Traffic, 5MB Web)

___ Small Business Account 6 Months @ \$25 = \$150 _____

___ Additional Mailboxes/Aliases @ \$2.50ea / Month _____
(using our domain only)

___ Additional Mailboxes/Aliases using your domain _____
forwarded to user@cmh.net \$2.50 ea Add, Change, Del

___ Additional Disk Space @ \$2.50 /10MB _____

___ Additional Traffic @ \$10/100MB _____

___ Domain Registration @ \$40 / 2 Years (.com, .net, .org) _____

___ Add/Modify Existing Domain @ \$50 _____

Total: _____

Circle Your Prefered Billing Method:

Cash Check Visa Mastercard Discover

Card #: _____

Name on Card: _____

Expires: _____

Signature: _____

For Office Use Only

BSAN: _____ AMT: _____ DATE: _____

RBAN: _____

CA: _____ SA: _____ CA: _____ SA: _____ CA: _____