



CUSTOMER INFORMATION (WHERE THE SERVICE IS LOCATED)

NAME: ADDRESS: CITY: STATE: ZIP: CONTACT PHONE: CONTACT EMAIL: CONTACT FAX:

BILLING INFORMATION

NAME: ADDRESS: CITY: STATE: ZIP: SOCIAL SECURITY # FEDERAL ID # DUNS# OWNER/PRESIDENT NAME:

CREDIT REFERENCES (FOR BUSINESS CUSTOMERS ONLY - YOU MAY INCLUDE THE COVER SHEET FROM YOUR MOST RECENT LONG DISTANCE BILL INSTEAD)

TRADE REF: CONTACT: PHONE: TRADE REF: CONTACT: PHONE:

CREDIT CARD PAYMENT (OPTIONAL) PLEASE CHARGE THIS CREDIT CARD FOR MY MONTHLY CHARGES - AN ITEMIZED DETAIL REPORT WILL STILL BE SENT

CREDIT CARD: [] MASTERCARD [] VISA [] AMERICAN EXPRESS [] DISCOVER SIGNATURE: CARD NUMBER: EXPIRATION DATE: TODAY'S DATE:

DOMAIN NAME: (ATTACH LIST OF DOMAINS IF NECESSARY)

SERVICES DESIRED (CHECK ALL THAT APPLY) [] BUSINESS ACCOUNT [] RESIDENTIAL ACCOUNT

- [] STANDARD WEB HOSTING PACKAGE - \$29.95/MO. - \$49.95 ONE TIME SET-UP CHARGE INCLUDES 300 MEGS OF STORAGE, UNLIMITED EMAIL ACCOUNTS, 10GB OF THROUGHPUT
[] FRONT PAGE WEB HOSTING PACKAGE - \$39.95/MO. - \$49.95 ONE TIME SET-UP CHARGE INCLUDES 300 MEGS OF STORAGE, UNLIMITED EMAIL ACCOUNTS, 10GB OF THROUGHPUT
[] SSL-SECURE WEB HOSTING PACKAGE - \$79.95/MO. - \$99.95 ONE TIME SET-UP CHARGE INCLUDES 300 MEGS OF STORAGE, UNLIMITED EMAIL ACCOUNTS, 10GB OF THROUGHPUT
[] WOULD YOU LIKE YOUR \$9.95/MONTH POWER CONNECT INTERNET ACCESS (\$60.00 SAVINGS) LOCAL ACCESS # OPERATING SYSTEM: [] WINDOWS 95/98/ME [] WINDOWS 2000 [] WINDOWS NT [] MACINTOSH - MAC OS VERSION USERNAME DESIRED: PASSWORD DESIRED: (20 CHARACTER MAXIMUM - YOU WILL BE CONTACTED IF UNAVAILABLE) (6 - 8 ALPHANUMERIC CHARACTERS)

ADDITIONAL OPTIONS

- [] ADDITIONAL MEGS OF STORAGE - # - \$1.00/MEG/MO.
[] DOMAIN RE-DIRECT - # - \$5.00/DOMAIN/MO. - \$19.95 ONE TIME SET-UP CHARGE

OTHER SERVICES

- [] DOMAIN NAME REGISTRATION - # - \$20.00 (.NET, .COM, .ORG) [] DOMAIN NAME REGISTRATION - # - \$100.00 (.cc)
[] DOMAIN PARKING - # - \$5.00/MO./SITE
[] VANITY DOMAIN NAMES - \$3.00/MO. (EXAMPLE - YOURNAME.PNGUSA.NET) (ATTACH LIST OF DOMAINS IF NECESSARY)

AUTHORIZATION FOR CREDIT CHECK - TERMS & CONDITIONS

- THIS ORDER IS SUBJECT TO CREDIT APPROVAL.
• TERMS AND CONDITIONS ARE SUBJECT TO STATE AND FEDERAL LAWS.
• CUSTOMER HEREBY AGREES TO ACCEPT FINANCIAL RESPONSIBILITY FOR ALL CHARGES ARISING FROM THE USE OF SERVICES ABOVE.
• CUSTOMER UNDERSTANDS THAT ALL BALANCES ARE DUE UPON RECEIPT PAYABLE DIRECTLY TO PNG TELECOMMUNICATIONS, AND THAT ALL BALANCES OUTSTANDING AFTER 30 DAYS ARE SUBJECT TO A LATE CHARGE OF 1.5% PER MONTH.

BY SIGNING YOUR NAME, YOU ARE STATING THAT ALL PRECEEDING INFORMATION IS CORRECT AND THAT YOU FULLY AGREE TO THE TERMS & CONDITIONS.

SIGNATURE: PRINTED NAME: DATE:

RATE CODES (FOR AGENT USE ONLY)

AGENCY CODE AGENT ID PHONE FAX

POWERNET GLOBAL COMMUNICATIONS
BUSINESS/RESIDENTIAL SERVICE AGREEMENT
OTHER TERMS AND CONDITIONS

1. CUSTOMER hereby orders and PowerNet Global Communications ("PNG") agrees to provide communications services ("Services") pursuant to this Residential/Business Agreement ("Agreement"). The rates, terms and conditions set forth on both sides of this form shall be deemed to constitute this Agreement along with the provisions of any Applicable Tariffs. The provisions of any Applicable Tariffs are incorporated herein by this reference. Service will be provided in accordance with the rates, terms and conditions described in this Agreement and the rates terms and conditions in Applicable Tariffs pertaining to the Services provided under this Agreement. Applicable Tariffs are the PNG tariffs filed with the utilities regulatory commission or board of Customer's state.
2. The term of this Agreement is as specified or is one month if no term is specified.
3. In the event of any inconsistency between the terms of any Applicable Tariff and this Agreement, the terms of the Tariff shall prevail. PNG shall use its best efforts to maintain all Applicable Tariffs consistent with the terms of this Agreement.
4. EXCEPT FOR ANY WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT OR THE APPLICABLE TARIFFS, PNG EXCLUDES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PNG'S LIABILITY TO CUSTOMER IS SUBJECT TO THE LIMITATIONS STATED IN THIS AGREEMENT AND APPLICABLE TARIFFS. The liability of PNG Telecommunications for damages arising out of the furnishing of its services including, but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, representations by the company or failure to furnish service whether caused by acts or omissions of the company or any third party shall be limited to the prorated charge for services for the applicable period. PNG Telecommunications will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages.
5. This Agreement (whether in contract, indemnity, warranty, strict liability, tort or otherwise, except choice of law) shall be governed by the State of Ohio and applicable federal statutes or, as relevant to discontinuance of service only, the law of CUSTOMER's state.
6. The Customer is required to pay all charges for service in accordance with the Company's billing and collection practices. The Customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages place from his or her station(s) and in connection with toll messages received at his or her station on which the charges have been reversed with the consent of the person called. The billing period shall be one month. CUSTOMER must remit payment for all billed charges by the due date shown on the bill. PNG may apply a one-time late payment charge of 1.5% of any unpaid amount.
7. In the event that CUSTOMER fails to pay all billed charges by the due date shown on any bill, PNG may discontinue provision of the Services to CUSTOMER after appropriate notice as required by the law of the CUSTOMER's state. CUSTOMER shall remain liable for payment of all charges incurred for the use of the Services.
8. PNG may assess a Returned Check Fee as allowed by the law of CUSTOMER's state for any dishonored check presented to PNG by CUSTOMER as payment for the Services.
9. PNG may refuse to provide the Services to any CUSTOMER who fails to establish acceptable credit. PNG, from time to time, may request that CUSTOMER re-establish credit or provide additional security as a condition of continued service. Failure of CUSTOMER to provide such additional security shall be deemed a breach of this agreement and cause for termination of this agreement and of CUSTOMER'S service.
10. THIS AGREEMENT AND THE APPLICABLE TARIFFS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS, OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, CONCERNING SUCH SERVICES OR THE RIGHTS AND OBLIGATIONS RELATING THERETO. No change, modification or waiver of any of the terms of this Agreement, except for revisions to the Applicable Tariffs shall be binding unless reduced to writing and signed by authorized representatives of both parties hereto.
11. CUSTOMER represents and warrants that the person executing this Agreement on CUSTOMER's behalf is fully authorized to do so.
12. CUSTOMER'S obligation to pay all charges incurred under this Agreement shall survive termination. CUSTOMER shall notify PNG of any sale, merger or other transaction in which control of CUSTOMER or substantially all of CUSTOMER'S assets is transferred to another person or entity. This Agreement shall be binding on CUSTOMER'S successors and assigns.

Internet World Wide Web Site Hosting and Commercial Services Agreement

THIS AGREEMENT, Dated _____ is between PNG Telecommunication's, INC. d/b/a PowerNet Global Communications ("PNG"), and _____ ("Client")

AGREEMENT

1. WEB HOSTING SERVICES:

- (a) Hosting Services Terms and Obligations: PNG shall host the Clients Web Pages on a multi-client platform and shall provide Client with a shell account for direct access to the platform. PNG shall use commercially reasonable efforts to maintain the server in a fully operation condition, and the Clients Web Pages accessible, 24 hours per day, 365 days per year, excluding only down time for necessary maintenance and repair.
- i. Availability of Service. Subject to the terms and condition of this Agreement, PNG shall use reasonable best efforts to provide the Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout inoperable various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which PNG may undertake from one time or (iii) cause beyond the control of PNG or which not reasonably foreseeable by PNG.
 - ii. Security. The parties expressly recognize that it is impossible to maintain flawless security, but PNG shall take reasonable steps to prevent security breaches in PNG's servers' interaction with Client, PNG's interaction with resources or users outside of any firewall that may be built into PNG's server. However, Client is solely responsible for preventing password-protected pages whining the Web Site from being automatically indexed and linked to search engine robots or spiders. Client is solely responsible for any compromise of Clients security.
- (b) Fees and Maximum Data Transmission: Clients shall pay PNG a monthly Web Hosting fee that is commensurate with the amount of data transmitted from Clients Web Site onto the Internet. PNG's current fees for Web Hosting are set for in Attachment A. PNG reserves the right to change the rates as set forth above upon thirty (30) days notice. Client shall pay the appropriate monthly fee – as determined by rate schedule in Attachment A- in advance, and Client shall be liable to pay the full months fee even if service is terminated before the end of the month for any reason. If Client fails to pay all outstanding bills more than seven (7) days after the due date, Client may have its account suspended. If payment is returned or rejected, Clients account may be suspended and Client agrees to pay a fifteen-dollars (\$1500) charge. Suspension of its account does not relieve Client from its obligation to pay any and all accrued fees, charges and cost due to Company. Suspended service may be resumed by PNG at PNG's sole discretion, after PNG has received full payment of all amounts due, along with a reconnect charge of twenty-five dollar (\$25.00). Past due amounts ore subject to an interest rate charge of one and one-half percent (1.5%) per month from the date of invoice, or the maximum rate permitted by law. Client agrees to pay all cost of collection, including attorney fees and collection agency fees.
- (c) Maximum Hard Disk Space: Client shall be allotted storage space on PNG's hard drives as described in Attachment A, which may be used to store Clients Web Pages, ordering information and databases, and user communications. Client shall pay and additional monthly fee set forth in Attachment A for each additional increment of storage space as set forth in Attachment A.
- (d) Domain Name:
- i. Registration. Should client request the assistance of PNG to obtain a Domain name, Client shall execute a separate agreement with PNG. PNG does not guarantee that Client shall be assigned the desired name, and PNG is not responsible for any Domain name that has been issue to any other entity. Client expressly confirms and warrants that Clients is the owner of or is duly authorized by the owner to use any trademark or name requested or allocated as its Domain name. Client further warrants that neither Clients nor PNG's use or registration of Clients Domain Name constitutes infringement of any other entity Intellectual Property Rights and Clients agrees that it shall indemnify, hold PNG harmless and defend PNG against any disputes involving Domain Name user or Registration.
 - ii. Jurisdictional Disputes. The parties expressly recognize that, where PNG is acting solely as Clients Web Host. PNG is not engaged in, and is not actively soliciting, interstate or international commerce. Where PNG is a named party to any type of dispute or litigation involving any acts by Client that affect out-of-state persons or entities, Client agrees that it shall hold PNG harmless, defend PNG and challenge the jurisdiction of out-of-state- authorities over PNG.

- (e) No Sub-Web Pages: Client expressly agrees that it shall not permit any person or entity, which is not, affiliated with Client to main any Web Page within Clients Web Site.
- (f) PNG's Duties:
 - i. Web Site Storage and Internet link. PNG shall store Clients Web Site on PNG's Internet server. The parties expressly recognize that Internet servers and links are susceptible to crashes and down time. PNG warrants that it shall maintain a consistent link with the Internet, but PNG cannot and does not warrant that it shall maintain ad continuous and uninterrupted link.
 - ii. Backup in case of server crashes, power outages, maintenance, service or improvement, PNG shall host one mirrored image of Clients Web Site on a backup PNG server supplied with a backup power supply.
 - iii. Maintenance. PNG may, at its own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of PNG's systems. However, PNG shall provide prior notice where it is reasonable practicable under the circumstances, and PNG shall restore service as soon as is reasonably practicable. Client shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage which is beyond PNG's control or which is reasonable in duration.
 - iv. Security. The parties expressly recognize that it is impossible to maintain flawless security, but PNG shall take reasonable steps to prevent security breaches in PNG's servers' interaction with Client, PNG's interaction with resources or users outside of any firewall that may be built into PNG's server. However, Client is solely responsible for preventing password-protected pages whining the Web Site from being automatically indexed and linked to search engine robots or spiders. Client is solely responsible for any compromise of Clients security.
 - v. Privacy. Messages and data encryption is enable on PNG's server, however Client is solely responsible for encoding its Web Site to conform with generally accepted encryption standards, and Client holds PNG harmless for any compromise of Clients encryption method.

2. WARRANTIES:

A. PNG warranties: PNG represents and warrants that:

- I. PNG has the right to order into this Agreement and to grant the rights granted in it and (ii) PNG content does not and shall not content any content, data, work, link, advertising or service that violate any applicable law or regulation or infringe on or misappropriate any proprietary, intellectual property.

B. Client Warranties: Client represents and warrants to PNG that (i) Client has the power and authority to enter into any perform its obligations under this Agreement; (ii) the Client Content does not and shall not contain any content, material, data, work trade or service mark, trade mark, link advertising or services that violate any applicable slaw or regulation or infringe on any misappropriate any proprietary intellectual property; (iii) the Client content does not and shall not contain any material that is obscene, lewd, lascivious, filthy, excessively, violent, proprietary or intellectual property rights there in or has express written authorization from the own to copy use and display the Client content on and within the Web Site.

3. DISCLAIMERS:

A.

Liability Limitations: The good and services provided by PNG are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO CLIENT OR THIRT PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: (1) MERCANTABILITY; (2) FITNESS FOR A PARTICULAR PURPOSE, (3) EFFORRT TO ACHIEVE PURPOSE; (4) QUALITY; (5) ACCURACY; (6) NON-INFRINGEMENT; AND (7) THE CLIENT AGREE THAT ANY EFFORTS BY PNG TO MODIFY ITS GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE PURPOSES. CLIENT FURTHER AGREES THAT PNG SHALL NOT BE LIABLE TO CLIENT OR ANY THIRDPARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUISNESS, OR ANY DIRECT, INDIRECT, INCIDENTAL ORCONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVENIF PNG WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR GROSSLY NEGLIGENT. MODIFICATION MADE TO CLIENTS WEB SITE BY CLIENT OR ANY THIRDPARTY VOIDS ANY REMIANING EXPRESS OR IMPLIED WARRANTIES. Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and as such some portion of the above limitation may not apply to Client. In such jurisdictions, PNG's liability is limited to the greatest extend permitted by law.

4. TERMS AND TERMINATION:

- a) Term: The term of this Agreement shall be for one (1) year unless sooner terminated by other party.
- b) Termination: This Agreement may be terminated (i) by other party upon thirty (30) days written notice o the other party, in the event of material breach of this Agreement, by the party that remains uncured; (ii) by PNG in the event Client makes a general assignment of the benefit of creditors, files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws. If a petition in bankruptcy is filed against Client or if a receiver or trustee is appointed for the assets or of Client; or (iii) by a written agreement between the parties.
- c) Effect of Termination:
 - i. Fees Owed to PNG. After termination by any party for any reason, all fees owed to PNG by Client shall become immediately due and payable. PNG shall retain he right to recover all accrued charges due and owing by Client PNG, and Client agrees that it waives any right it may have against PNG to offset fees payable by Client to PNG.
 - ii. Survival. After termination by any party for any reason, Sections 5,6,7,8,9,10, 11 shall survive any termination of this Agreement.

5. IMDEMNIFICATION:

- a) Bye Client: Client agrees to identify, hold harmless and defend PNG and its directors, officers, employees and agents from and against any action, claim, demand or liability, including reasonable attorneys fees and costs, arising from or relating to any allegation that the PNG Content infringes a third persons copyright or trademark right or misappropriate the persons trade secrets.
- b) By PNG: PNG agrees to indemnify, hold harmless and defend Client and its directors, officers, employees and agents from and against claim, demand or liability including reasonable attorneys fees and costs, arising from or relation to any allegation that the PNG Content infringes a third persons copyright or trademark right or misappropriates a third persons trade secrets.

6. CONFIDENTIAL INFORMATION:

The parties recognize that each shall come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information."), which is exclusively owned by the conveying party. Both parties expressly recognize that Confidential Information is being conveyed to them under condition or confidentiality, and agree that they shall not disclose Confidential Information to any third party during the term of this Agreement and for a period of two (2) years following its termination or expiration of this Agreement. The parties may, however, disclose Confidential Information only to their employees who need to know Confidential Information in order to assure the parties compliance with the other terms and condition of this Agreement.

7. GOVERNING LAW AND JURISDICTION:

The construction, validity and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, and the parties expressly waive its choice of law rules. The parties agree that venue and jurisdiction for any litigation arising out of, related to, or regarding the validity of, Agreement shall lie in the County of Hamilton, State of Ohio.

8. ENTIRE AGREEMENT; WAIVER:

This Agreement consists of this Internet, World Wide Web Site hosting and commercial Services Agreement and Attachment A and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters states here in, and this Agreement contains all of the covenants and agreements between he parties with respect there to This Agreement may be amended or modified only in writing and shall be effective only after both parties signatures. The failure of either party to seek relief for the other parties breach of any duty under this Agreement, shall not waive any right of the non-breaching party's to seek relief for any subsequent breach.

9. SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect.

PNG TELECOMMUNICATION, INC.

Signed:

Printed Name: _____

Title: _____

CLIENT

Signed:

Printed Name: _____

Title: _____