



Net Nevada Network Use Policy

All data traffic that passes into, through, or out of this network, is considered use of Net Nevada services, and is subject to this Network Use Policy, regardless of whether the originator or recipient of that data traffic, further referred to as the "User", is or is not a Customer of Net Nevada. By passing any data traffic into, through, or out of this network, or by using other Net Nevada's services, in any combination, the person, or persons responsible for the use does hereby agree with and is subject to, without limitation, all rules, conditions, and penalties, as set forth in this Network Use Policy, just as if it was signed by the user. It is the responsibility of the User of this network to know the current guidelines as outlined in this Network Use Policy. This Network Use Policy may be changed, modified, or updated at any time, and is considered effective upon posting to the. Net Nevada reserves the right to revise the Policy at any time, effective on the first day of month following the posting of the revised policy to the following URL:

<http://agreement.netnevada.net/networkpolicy/>.

A Customer's continued use of Net Nevada services after the effective date of any such change constitutes acceptance of any and all changes that may have been made.

Services

"Services" refers to, without limitation, any the following: Transmission of data into, through, or out of the Net Nevada's Private Network. Use of equipment, computers, telecommunication lines, radio frequencies, stored data, software, or third party software, which is licensed, owned, operated, or maintained by or connected to Net Nevada or its facilities.

Private Network

The Net Nevada network is a private network owned and operated by Net Nevada, the network services division of Desert Interactive, Inc., (hereafter Net Nevada), a Nevada Corporation located at P.O. Box 50484, Henderson, NV 89016-0484. The phrase "Private Network" refers to that network which consists of, without limitation, all Telecommunications Equipment, Computer Equipment, or Data Lines, which are owned or operated by Net Nevada, including our gateways and that which can be considered downstream, or down-line from our gateways. This does not include Telecommunications Equipment, Computer Equipment, or Data Lines, which are owned or operated by any entity which may be considered upstream, or up-line, from our gateways.

Network Use Policy

This Network Use Policy specifies actions allowed or prohibited by Net Nevada, to Users of the Net Nevada Network and the possible fees that may be imposed in the result of violation of this policy. The User is expected to be familiar with and to practice good Internet etiquette (Netiquette). Users will comply with the rules appropriate to any network to which Net Nevada may provide access. Users who are in violation of the network rules or policies of another network will, at the sole discretion of Net Nevada, be subject to the enforcement of that network's rules or policies, including without limitation any fine or penalties, by Net Nevada. Indirect or attempted violations of the policy, and actual or attempted violations by a third party on behalf of a user or Net Nevada customer, shall be considered violations of the policy by such user or customer.

Net Nevada reserves the right to release or exchange any and all information related to violation, or suspected violation of this or any other network, to any source it deems appropriate.

Lawful Use

Net Nevada services are only to be used for lawful purposes. Net Nevada will fully cooperate with law enforcement authorities in the detection, investigation, and prosecution of alleged illegal activity. To comply with applicable laws and appropriate requests from government and law enforcement agencies or any relevant entity, to operate our systems properly, or to protect ourselves or our account holders, Net Nevada reserves the right to report any suspected illegal activity, or network violations of which it becomes aware, to access and disclose any information including without limitation to the user names of account holders, the contents of the of personal electronic communication passing through its network, and any other information it deems necessary or appropriate.

Data Transmission

If data from any source leaves Net Nevada and enters any other network, that data must follow the acceptable use rules of the entered network (including member networks, regional or backbone networks). It is the responsibility of the User to meet this requirement. Any traffic that is disruptive or destructive of any source is absolutely prohibited.

User should not post, transmit, or permit Internet access to information that the User desires to keep confidential.

Any transmission or re-transmission distribution or storage of any material in violation of any applicable federal or state laws and or regulations is expressly prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property, used without proper authorization, and material or communications that are judged to be threatening or obscene, defamatory, constitutes an illegal threat, fraudulent, or which violates export control laws. The User is not permitted to post any material that is, libelous, tortuous, or likely to result in retaliation against Net Nevada by offended parties. Net Nevada is not responsible for maintaining material that it deletes from its servers if the material violates any provision of these Terms and Conditions, or Net Nevada's Network Use Policy.

Net Nevada Services include direct access to the Internet. Some areas of the Internet contain discussion, materials, and pictures that could be considered harmful, offensive and/or intended for adult audiences. From time to time Net Nevada may offer rating systems, filtering, software, suggestions, or procedures to help you screen out language or images that you do not wish to receive through your use of the Net Nevada Network. There is no guarantee that all harmful, offensive, adult or other information you wish to block out will be blocked out because, among other reasons, each rating system depends on the content provider's evaluation and self-rating or on ratings by a third party. Net Nevada Customers must be at least eighteen (18) years of age. If a Customer allows use of an account by a minor, that Customer agrees to the following: (a) to exercise supervision over the minor's access to the Internet, (b) to assume all risk associated with viewing content or exposing any minor or other person to content in the Internet, and (c) defend, indemnify and hold Net Nevada harmless from any claims, losses and damages, including attorney's fees, resulting from viewing content, or exposing any minor or other person, to content on the Internet.



User, System, and Network Security

The User is responsible for protecting any User passwords and for any authorized or unauthorized use made of User's password. Users will not use or permit anyone to use Net Nevada's service to guess passwords or to access other systems or networks without authorization. Users should not post, transmit, or permit Internet access to information, which the User desires to keep confidential. Violations of system or network security are prohibited, and may result in criminal and civil liability. Net Nevada will investigate incidents involving such violations and may involve and will fully cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Unauthorized monitoring of data or traffic or breach of security or authentication measures on any network or system without express authorization of the owner of the system or network, unauthorized access to or use of data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, broadcast attacks, ping attacks, IP-spoofing, deliberate attempts to overload a device or system, forging of any tcp-ip packet header or any part of the header information in an email or a newsgroup posting. Complaints regarding illegal activity, unauthorized use, system or network security issues should be sent to security@netnevada.net.

Email

MAILING OF UNSOLICITED EMAIL INTO, THROUGH, OR OUT FROM THIS NETWORK IS CONSIDERED **ABUSE** AND IS HEREBY EXPRESSLY FORBIDDEN. **VIOLATION OF THIS POLICY WILL RESULT IN SUBSTANTIAL FEES IN THE AMOUNT OF \$25.00 PER RECIPIENT ADDRESS SENT TO, \$100.00 PER COMPLAINT RECEIVED, AND/OR \$120 PER HOUR FOR ANY AND ALL MAN HOURS EXPENDED AS A RESULT OF THE VIOLATION, IN ADDITION TO ANY AND ALL PENALTYS IMPOSED UPON NET NEVADA AS A RESULT OF THE ACTION.**

The sending of unsolicited email with or without the intention of selling a product or service is grounds for immediate cancellation of any service with Net Nevada. Net Nevada will not be liable for loss of profits, real or perceived, should an account be terminated for any reason. any account that is terminated by Net Nevada for any reason will not be eligible for a refund of moneys paid for the month in which service is discontinued.

The Net Nevada network may not be used to transact Unsolicited Email messages (UE), including, without limitation, Unsolicited, Mass or Bulk, Commercial Advertising and Informational announcements. This is commonly referred to as SPAM. Users of Net Nevada may not use, or permit others to use, the Net Nevada network to send UE. Users of Net Nevada may not host, or permit hosting of, sites or information that is advertised by UE from other networks. A User shall not use another site, or network to relay mail.

Unsolicited Email does not apply to Users that send solicited email, from a mailing list that people have taken an active step to participate in. An active step means that they have sent an email or other documented request to be placed on that mailing list. Users or Networks that repeatedly transact UE will be subject to blocks being placed on the routers to prevent access to the site or information. The blocks may be removed only on a written assurance from the User or Network that no further UE will be attempted, and a substantial fee (\$500 per incident) has been received. Net Nevada at its sole discretion may make reasonable attempts to contact the User or Network and allow them to resolve the problem before taking action. In the event the User is unreachable, or is unable to stop the UE, Net Nevada reserve the right to place a block at the router level.

Any Company who is advertised, or whose Internet Address is advertised, within the contents of messages which violate this policy, will, at the sole discretion of Net Nevada, be held financially responsible for any and all fines, fees, charges, and penalties, generated as a result of this violation, regardless of whether the message was sent by an employee, or independent agent.

Fees imposed by Net Nevada are separate from and exclude any additional fees or penalties that may be imposed by, or in regards to, the recipient of Unsolicited Email messages as per Nevada Revised Statutes 41.705 through 41.735 concerning electronic mail.

Complaints regarding email abuse should be sent to abuse@netnevada.net.

USENET Newsgroups Usage

POSTS TO USENET FROM THIS NETWORK, WHICH COULD BE CONSIDERED, WITHOUT LIMITATION, EXCESSIVE (POSTING THE SAME OR SIMILAR MESSAGE TO THE SAME NEWSGROUP FIVE OR MORE TIMES), EXCESSIVE CROSS POSTING (THE SAME OR SIMILAR MESSAGE TO FIVE OR MORE NEWSGROUPS), OR POSTING OF INFORMATION EXPRESSLY AGAINST THE CHARTER OF A USENET GROUP, IS CONSIDERED **ABUSE** AND IS HEREBY EXPRESSLY FORBIDDEN.

VIOLATION OF THIS POLICY WILL RESULT IN SUBSTANTIAL FEES IN THE AMOUNT OF \$50.00 PER MESSAGE POSTED, \$100.00 PER COMPLAINT RECEIVED, AND/OR \$120 PER HOUR FOR ANY AND ALL MAN HOURS EXPENDED AS A RESULT OF THE VIOLATION, IN ADDITION TO ANY AND ALL PENALTYS IMPOSED UPON NET NEVADA AS A RESULT OF THE ACTION.

THE PRACTICE OF USENET ABUSE WITH OR WITHOUT THE INTENTION OF SELLING A PRODUCT OR SERVICE IS GROUNDS FOR IMMEDIATE CANCELLATION OF ANY SERVICE WITH NET NEVADA. NET NEVADA WILL NOT BE LIABLE FOR LOSS OF PROFITS, REAL OR PERCEIVED, SHOULD AN ACCOUNT BE TERMINATED FOR ANY REASON. ANY ACCOUNT THAT IS TERMINATED BY NET NEVADA FOR ANY REASON, WILL NOT BE ELIGIBLE FOR A REFUND OF MONEYS PAID FOR THE MONTH IN WHICH SERVICE IS DISCONTINUED. THE NET NEVADA NETWORK MAY NOT BE USED TO TRANSACT USENET ABUSE (UA), INCLUDING, WITHOUT LIMITATION, MASS OR BULK, COMMERCIAL ADVERTISING AND INFORMATIONAL ANNOUNCEMENTS, INFORMATION POSTED EXPRESSLY AGAINST THE CHARTER OF A USENET GROUP. USERS OF NET NEVADA MAY NOT USE, OR PERMIT OTHERS TO USE, THE NET NEVADA NETWORK TO SEND UA. USERS OF NET NEVADA MAY NOT HOST, OR PERMIT HOSTING OF, SITES OR INFORMATION THAT IS ADVERTISED BY UA FROM OTHER NETWORKS. USENET ABUSE DOES NOT APPLY TO SITES THAT POST TO USENET GROUPS WHO'S CHARTER INCLUDES TO THE SPECIFIC FOCUS OF THE MESSAGE POSTED.



Users or Networks that repeatedly transact UA will be subject to blocks being placed on the routers to prevent access to the site or information. The blocks may be removed only on a written assurance from the User or Network that no further UA will be attempted, and a substantial fee (\$500 per incident) will be imposed. Net Nevada at its sole discretion may make reasonable attempts to contact the User or Network and allow them to resolve the problem before taking action. Any Company who is advertised, or whose Internet Address is advertised, within the contents of messages which violate this policy, will, at the sole discretion of Net Nevada, be held financially responsible for any and all fines, fees, charges, and penalties, generated as a result of this violation, regardless of whether the message was sent by an employee, or independent agent. In the event the User or Network is unreachable, or is unable to stop the UA, we reserve the right to place a block on the site at the router level. Complaints regarding USENET abuse should be sent to abuse@netnevada.net.

Domain Names

Registration of a domain name confers no legal right to that name. Customer will indemnify and hold harmless Net Nevada from any claims associated with the use of Customer's domain name. If Customer decides to discontinue service, Customer is responsible for arranging for a new name server immediately upon termination of service. If a Customer account is delinquent, Net Nevada will not release the domain name.

Any domain application sent to the InterNIC that uses Net Nevada name servers, must be authorized by an appropriate Net Nevada staff person, and MUST INCLUDE the TECHNICAL CONTACT information: NNN-ORG as "ROLL CONTACT" or it will be considered invalid and your domain application may be delayed or denied, and the domain name will not be eligible for placement in Net Nevada's name servers. The InterNIC Registry Service maintains domains under .COM, .EDU, .ORG, .NET, and .GOV. InterNIC registers domain names on a "first come, first served" basis. This means that until you receive confirmation that a domain name registration has been completed and approved, you should not assume that you would gain ownership of that domain name. Any registration/renewal fees assessed by the InterNIC are not to be confused with any fees which Net Nevada charges you as a consequence of providing domain name registration or service for your domain name. Any payments or invoices sent to you by the InterNIC should be paid directly to the InterNIC. Neither Net Nevada nor Network Solutions do determine legality of domain name registrations. Applicant represents that registration of the domain name does not interfere with the rights of any third party, and that the domain name is not being registered for any unlawful purpose. Neither Net Nevada nor Network Solutions do not act as arbiter of disputes. The Policy does not confer any rights upon complainants. Registering a Domain name does not confer any legal rights to that name and any disputes between parties over the rights to use a particular name are to be settled between the contending parties using normal legal methods.

By applying for the Domain name and through the use or continued use of the Domain name, the applicant agrees to be bound by the terms of Network Solutions current Domain name policy (the 'Policy Statement') which is available at:

<ftp://rs.internic.net/policy/internic.domain.policy>. The applicant acknowledges and agrees that Network Solutions may change the terms and conditions of the Policy Statement from time to time as provided in the Policy Statement. The applicant agrees that if the use of the Domain name is challenged by any third party, or if any dispute arises under this Registration Agreement, as amended, the applicant will abide by the procedures specified in the Policy Statement.

IP Addresses

Networks and static Network Addresses assigned by Net Nevada are non-portable. Network space allocated by Net Nevada must be returned to Net Nevada in the event that the Customer discontinues service.

Customer shall have seven (7) days from the point of notification to obtain new IP addresses. The purpose of this provision is to cooperate with the InterNIC's CDIR program to manage router table expansion.

Net Nevada at its sole discretion may revoke, change, or reassign network addresses.

Net Nevada will not be responsible or held liable, for any errors, interruption in service or administrative time expended as a result of the reassignment of network addresses, or the deployment thereof.

Limitation of Liability

The User accepts any and all information, or services obtained from the Net Nevada network or any other private or public and data networks is at the User's own risk. Net Nevada has no direct control whatsoever and shall not be responsible to User for the content of any third-party material passing through any network, some of which may be illegal, inaccurate, adult in nature, harmful, or offensive.

Net Nevada is not responsible for loss of data resulting from, but not limited to, delays, non-deliveries, wrong deliveries, as well as any and all service interruptions for scheduled maintenance, either by Net Nevada or by third-party providers, or because of other causes. Net Nevada shall not be liable for any loss or other damage, including but not limited to special, incidental, consequential, or punitive damages, resulting from any failure to provide service or from any termination of service. Net Nevada is not liable for any errors or interruption in service, whether within or outside of Net Nevada's reasonable control, including actions taken by Net Nevada and its employees by its own negligence or your errors or omissions. Net Nevada will not be responsible for performance of its obligation hereunder where delayed or hindered by war, riots, embargoes, strikes or acts of vendors and suppliers, concealed acts of workman, (whether of ILC or Others), accidents or force majeure. Net Nevada may, at its sole discretion, attempt to notify customers in the event of any of the foregoing occurrences. Should such occurrence continue on for more than 90 days, Net Nevada or its customers may cancel service for the affected services and/or products with no further liability. Any legal action arising out of failure, malfunction, or defects in Net Nevada 's services or goods shall be brought within a period of one 90 days of the occurrence, or is deemed waived. Net Nevada reserves the right to refuse or terminate service at any time.

Stated bandwidths apply only between the Subscriber and Net Nevada's facilities. No guarantee of end-to-end bandwidth on the Internet is ever made. Net Nevada, any and all other participating contractors, and its directors, officers and employees are not authorized to make any affirmation of fact or warranty with respect to the software or hardware under this policy.

Net Nevada hereby expressly disclaims all expressed and implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose, infringement or proprietary interests and shall not be liable to subscriber for direct,



incidental, special, or consequential damages of any kind whatsoever arising out of or related to the use or inability to use the Net Nevada hardware or software.

As a User, you as an individual and your company if applicable agree to indemnify and to hold harmless and defend Net Nevada from ANY and ALL claims resulting from your use of the service which causes damage to you or any other party. Users will accept complete liability for any damage to Net Nevada's business, service, equipment, network, operations, or reputation resulting from User's actions, including but not limited to any government actions, acts of vandalism or other retaliation, and any claims of libel, unfair competition, infringement of any patent, copyright, trademark, service mark, or other intellectual property right, violation of privacy, or other tort

The User shall indemnify and hold Net Nevada, its directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, costs and expenses, including reasonable attorney's fees, arising out of or related to the Users use of the Network or Customers breach of the Terms of Service of this Agreement.

Applicable Law

This Network Use Policy shall be enforced in accordance with the laws of the State of Nevada, in the United States of America. The Customer agrees that the exclusive jurisdiction shall be Las Vegas, Nevada. Any notice pursuant to this Agreement shall be in writing and shall be deemed given when actually received or, if earlier, three days after deposit into the United States Mail. Notice given by electronic mail shall be deemed received one (1) business day after it is posted to the recipient's E-mail address. The parties shall submit any dispute relating to the subject matter of this Agreement to binding arbitration pursuant to the commercial rules of the American Arbitration Association. The parties surrender and waive the right to submit any arbitrary dispute to a court or jury, or to appeal to a higher court. There shall be no arbitration of any claim that would otherwise be barred by statute of limitations if the claim were to be brought in court. The arbitrator shall have the power to award any and all costs, fees, expenses, fines, and losses incurred by prevailing party, including reasonable attorney's fees, and court fees, arising out of or related to the violation of the Terms of Service of this policy. The arbitrator(s) shall not have the power to award punitive, consequential, indirect or special damages outside the scope of this policy.

Document Information

The Terms of Service may be found at:

<http://agreement.netnevada.net/terms/>

The Specific Account Supplements may be found at:

<http://agreement.netnevada.net/supplements/>

The Network Use Policy may be found at:

<http://agreement.netnevada.net/networkpolicy/>

Contact Information

Billing – billing@netnevada.net

Support – support@netnevada.net

Email Abuse – abuse@netnevada.net

Network Security – security@netnevada.net