



MCM Development Hosting Policies and Service Agreement

MCM Development strictly enforces compliance with its acceptable use terms and subsections under this paragraph. You agree to maintain your website in full compliance with the sections set forth below. Failure to so comply is cause for immediate suspension and possible termination of services.

Terms

1. You agree that you will not violate the laws, regulations, ordinances or other such requirements of any applicable Federal, State or local government.
2. You agree not to cause any harm to minors of any kind or to perform any activity, which is likely to cause such harm.
3. You agree not to take any action which encourages or consists of any threat of harm of any kind to any person or property.
4. You agree not to transmit any unsolicited commercial or bulk email. You will not engage in any activity known or considered to be "spamming."
5. You agree not to make any inappropriate communication to any Newsgroup, Mailing List, Chat Facility, or other Internet Forum.
6. You agree not to make or attempt any unauthorized access to any MCM Development website or the website of any MCM Development customer.
7. You agree not to infringe any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
8. You agree not to collect or attempt to collect personally identifiable information of any person or entity without their express written consent. You shall maintain records of any such written consent throughout the terms of this agreement and for three years thereafter.
9. You agree not to undertake any action which is harmful or potentially harmful to the MCM Development server structure or the Internet at large. This includes

knowingly sending viruses or other malicious software to people or hosting it on your site.

10. You agree not to sublease your account, www.yourcompany.com/client, or offer free space to other clients. Our web plans are for single users only.

11. You agree not to run a banner exchange, free adult tgp (thumbnail gallery post) and free adult image galleries on your website.

Suspension

At the sole option of MCM Development for any reason set forth herein or in the event that you breach any term of this agreement, MCM Development may suspend your account by deactivating any access by you or by web users to any information contained on the MCM Development servers related to your account while maintaining the information and data related to your account upon the MCM Development servers. Suspension shall specifically include the disabling of your hosted domain and/or any access to information or data related to your account. In the event of any such suspension you will be notified and given an opportunity to correct such breach. In the event that such breach is not corrected within ten (10) days the account may be terminated. Service charges will continue to accrue on suspended accounts as if they were not suspended. You will remain responsible for the payment of any such charges during any such period of suspension.

Termination

This agreement and all of its terms shall remain in full force and effect until it is terminated. Termination shall include the removal of any and all of your information from the MCM Development servers. Such information or data may or may not be made available to you by MCM Development after any such termination. In general, MCM Development has no control over information contained on the Internet. Information obtained by you from the Internet may be inaccurate, offensive or in some cases even illegal. MCM Development accepts no responsibility for any information which you receive from the Internet. You accept full responsibility to verify the truth and accuracy, legality and ownership of the information that you obtain from the Internet as well as the reputation of the individuals with whom you may deal. MCM Development provides no warranty for any goods or services which you obtain over the Internet nor the compatibility of any such services with the MCM Development system.

You agree to fully defend and indemnify and hold harmless MCM Development of and from any and all third party claims, causes of action, demands, costs, damages including both direct and consequential damages, specifically including attorneys fees and costs, expert fees and costs and mediation and/or arbitration fees and costs incurred (whether paid or not) as the result of any breach or claim of breach of this agreement or your negligence whether active or passive or any

negligence of MCM Development in any way related to your use of the MCM Development service or any portion thereof.

Contract Length and Fees

1. The term of this Agreement is for twelve (12), or twenty-four (24) months as applicable. The initial term of this Agreement begins upon commencement of service.

2. You hereby retain MCM Development to provide the Web hosting services over the Internet through access to MCM Development's Web Servers. In exchange for these services, you shall pay in consideration therefore the fees equal to the service type applied for by you. The fees for the first three (3), six (6), or twelve (12) months, as applicable, of service plus any non-refundable setup charges, if any, shall be due upon receipt of Agreement.

3. This Agreement shall continue in force for three (3), six (6), or twelve (12) months, as applicable, from and after the date hereof, and shall automatically renew for successive three (3), six (6), or twelve (12), as applicable, unless terminated as provided in this agreement.

4. Fees for renewal periods shall be due and owing immediately upon renewal. For accounting purposes, renewal charges for Agreements will accrue as of the closest 1st day of the month. By way of example, an account setup on August 25th will be setup immediately and the initial payment will be due with the contract. The remaining days in August will be factored into the overall contract cost. Customers paying by check or money order will receive an invoice for charges and payment is due upon receipt.

Hardware, Equipment & Software

You are responsible for and must provide all telephone, computer, hardware and software equipment and services necessary to access MCM Development. MCM Development makes no representations, warranties or assurances that your equipment will be compatible with the MCM Development service.

Limited Liability

1. You expressly agree that use of MCM Development's Web Server is at your sole risk. Neither MCM Development, its employees, affiliates, agents, third party information providers, merchants licensors or the like, warrant that MCM Development's Web Server service will not be interrupted or error free; nor do they make any warranty as to the results that may be obtained from the use of the Server service or as to the accuracy, reliability or content of any information

service or merchandise contained in or provided through the MCM Development Server service, unless otherwise expressly stated in this Agreement.

2. Under no circumstances, including negligence, shall MCM Development, its offices, agents or any one else involved in creating, producing or distributing MCM Development's Server service be liable for any claims, causes of action, direct, indirect, incidental, special, or consequential, trebled, or punitive damages that result or have alleged to have resulted from the use of or inability to use the MCM Development Server service; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to MCM Development's records, programs or services. You hereby acknowledge that this paragraph shall apply to all content on MCM Development's Server service.

3. Notwithstanding the above, your exclusive remedies for all damages, losses from any and all claims, or costs causes of actions whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount which you paid during the term of this Agreement.

System Resources & Bandwidth Restrictions

You acknowledge that MCM Development provides shared access services. MCM Development reserves the right to limit the system resources allocated to and bandwidth utilized by the Customer's Webspace to ensure system integrity and network stability, which may include restricting customer's access and use of their web space or programs within their web space.

Transfer

You may not transfer this agreement without the written consent of MCM Development.

MCM Development, Hosting Policies and Service Agreement
As of: August 1, 2006. Supersedes all prior contracts and service agreements.

Additional Account Provisions and Charges

Plan: _____

Additional Fees: _____

Total Payment: _____

Billing Cycle

- Annual:** Payment due every 12 months from start of Service Agreement.
- Bi-Annual:** Payment due every 24 months from start of Service Agreement.

Customer Signature: _____

Date: _____