

Web Hosting Service Agreement

EBS Electronic Business Services is a Web Presence Provider. User accounts on our Internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your placement of information on EBS Electronic Business Service's servers is an acknowledgement that you have read and understood this agreement, and that you agree to be bound by the terms and conditions below.

1. USER CONDUCT

EBS Electronic Business Service's services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to EBS Electronic Business Services, your local jurisdiction, or any jurisdiction that you or your site may be subject to is strictly prohibited.

While using the service, you may not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws. Sites hosting illegal files, porn, warez, file archives or other "download-only" sites are not accepted.

2. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless EBS Electronic Business Services from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting indirectly from your use of the service which damages either you, EBS Electronic Business Services, or any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with your account, including but not limited to domain name selection and Web site content.

3. REFUSAL OR DISCONTINUANCE OF SERVICE

EBS Electronic Business Services reserves the right to refuse or discontinue service to anyone at EBS Electronic Business Services's sole discretion. EBS Electronic Business Services may deny you access to all or part of the service without notice if you engage in any conduct or activities that EBS Electronic Business Services in its sole discretion believes violates any of the terms and conditions in this agreement. EBS Electronic Business Services shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that EBS Electronic Business Services has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. EBS Electronic Business Services reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

4. NO WARRANTIES

EBS Electronic Business Services makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied. EBS Electronic Business Services provides no

warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall EBS Electronic Business Services be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with the service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

5. ECPA NOTICE

EBS Electronic Business Services reserves the right to monitor any and all communications through or with our facilities. You agree that EBS Electronic Business Services is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

6. IDENTIFICATION INFORMATION

You agree that you as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply EBS Electronic Business Services with a current and truthful name, postal address and telephone number for our records, and you have a continued obligation to keep this information current.

7. SECURITY

You agree that the security of your account is solely your own responsibility. You further agree that if you believe the security of your account has been compromised in any way, you will notify EBS Electronic Business Services immediately. You agree that if any security violations are believed to have occurred in association with your account, EBS Electronic Business Services has the right to suspend access to the account pending an investigation and resolution. You also agree that EBS Electronic Business Services has the right to cooperate in any government or legal investigation regarding any aspect of our services, including services sold to you. Any use of our system to engage in software piracy or other violations of law will result in account suspension and be immediately reported to the appropriate authorities.

8. BACKUP OF DATA

Your use of the service is at your sole risk. EBS Electronic Business Services is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on EBS Electronic Business Services servers.

9. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of EBS Electronic Business Services or any other service with reference to services obtained through EBS Electronic Business Services, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause your services to be terminated immediately and without warning and you will be held fully responsible for any damages to you, EBS Electronic Business Services, or any other party or parties resulting from any such conduct.

10. PAYMENT

You agree to supply appropriate payment for the services received from EBS Electronic Business Services, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify EBS Electronic Business Services of your desire to cancel services received, those services will be billed on a recurring basis.

11. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with EBS Electronic Business Services or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

12. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

13. APPLICABLE LAW, JURISDICTION, AND SERVICE

This agreement shall be governed by the applicable laws of the South Dakota and the United States of America. Customer agrees that all services provided by EBS Electronic Business Services shall be deemed to have been requested and provided in Hughes County, South Dakota. Customer further agrees that Hughes County, South Dakota shall have personal jurisdiction over Customer and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by EBS Electronic Business Services. Customer agrees to accept service of process related to this agreement by ordinary mail, postage prepaid, to the most recent address provided by Customer.

14. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on EBS Electronic Business Service's servers you are stating and acknowledging that you have read the aforementioned terms and conditions and that you understand such terms and conditions and agree to be bound by them.