



Virtual Domain / Web Hosting Subscription Information

RTMX Networking
PO Box 1030
Hillsborough, NC 27278-1030
919 644 6456 (Tel)
919 724 4439 (Fax)
<http://www.rtmx.net>
Rev. Date 06/14/2005

Customer Information: Please complete the following information.
(Please print or type clearly)

Company Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: (____) _____ Fax:(____) _____

Domain Name (your company name .com) (max. 26 characters with extension: .com equals 4 characters)

1st choice (if this is a NEW registration, otherwise please clearly indicate the Domain Name being transfered)

2nd choice (if this is a NEW registration)

E-Mail / FTP Access Information

Please supply a User ID and Password for access to your E-mail (maximum of 8 Characters or numbers).

Please give three possible choices for your username. We will assign you a User ID for access to your FTP Upload area. This FTP User ID, and your password will be used to secure access to your Web Page files for uploads and maintenance. Most Web Page Creation / Edit packages support FTP (file transfer protocol).

User name:

Must begin with a character [a-z]
Must be 8 characters or fewer
Must be all lower case

Password:

Cannot be same as Desired User name
Should be a word that is not in the directory
Must be between 6 and 8 characters
Should contain a non-alpha character [1,2,3,\$,#,etc.]

1st User ID: _____

Password: _____

2nd User ID: _____

4th User ID: _____

3rd User ID: _____

5th User ID: _____

**** Pick your secret Account Confirmation word:

This will be used by **RTMX.NET** to confirm that you are the account holder

Example: (some word that holds a meaning only to you)

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(rev. 3/2003)

You will be billed for the setup fee and a prorated amount of the first monthly fee based on the day this agreement is received by our office. Monthly fees will be charged at the first of every month.

**eMail and Standard Web Server SETUP Fee: \$25.00 Monthly Fee: \$19.90 Domain Transfer: \$17.50 (each)
eCommerce Site SETUP Fee: \$75.00 Monthly Fee: \$39.90**

Billing Information

Payment Method (select **Direct Invoice**, or **Credit Card**):

Direct Invoice: or.....

Credit Card: Visa MasterCard American Express (Check one)

Cardholder Name: _____

Card Number: _____ **Expiration Date:** _____/____/____

Card Billing Address (**if different than above**): _____

With my signature below, I do hereby authorize *RTMX Networking, LLC* to charge my credit card account for setup and monthly fees of services listed in this agreement.

Customer Signature (for credit card approval only)

Agreement

The terms and conditions of this agreement are subject to the attached contractual provisions, which the Customer by signing below agrees to and acknowledges in full.

Customer Signature of Authorized Representative

Accepted: _____
RTMX Networking Account Representative

Print Name

Date: _____

This Box For Internal (RTMX.NET) use only.

Date Received: _____/_____/_____ Customer # _____

IP Address _____ . _____ . _____ . _____

Special Instructions:

This Virtual Domain Offering Agreement is by and between RTMX Network Services, LLC (the Company) and the person(s) or entity executing the Agreement on the signature page hereto as the Customer (defined as such). The following is to be used as a basis for the installation and use of a "Virtual Web Server" on the company's World Wide Web server. For simplicity, the "server" refers to the World Wide Web site owned by, the Customer. The Customer's virtual Web site will run on the Company's World Wide Web server through

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the Company's direct link to the Internet. Access to the Customer's Web pages will be made possible through an FTP account set-up to directly point to the Customer's virtual Web site.

ITEM

Basic Virtual Domain

Description of Services

Domain re-registration @ \$17.50 per .com Domain (as required)
5/25 eMail Accounts using your Domain Name (after transfer)
100 MB Web storage space (1Gb eCommerce)
Unmetered traffic/bandwidth/hits
Private FTP account for updating your Domain content
Raw Web Traffic Logs

1. **Local Access.** Upon receipt, in collected funds of the non refundable fees described in the Order Form, attached Hereto and incorporated herein for all purposes, and the continued timely payment of all fees. The Company shall Provide the limited Internet services described on the Order Form. Customer agrees that Company may amend and otherwise modify the terms and conditions of its services upon 30 days general notice. Customer acknowledges that the Company does not own or control the various telecommunications facilities to which it may provide access, except as those specifically identified as belonging to the Company.

2. **Fees.** Customer unconditionally agrees and promises to pay to the order of the Company. Its successors and assigns, the fees as set forth in the Virtual Domain Order Form. Customer waives any right to offset against the fees payable. Customers agrees that the Company has a right to change the rates as set forth on the Order Form and the Customer agrees to pay such new rates upon notice from the Company. The Customer agrees to pay for each month's service in advance. Customer shall be liable to pay for the full month's fee even if service is terminated before the end of the month for any reason. Accounts with bills remaining unpaid ten days after the due date are liable for a \$10.00 administrative surcharge and may have their services suspended. If payment is returned or rejected, your services will be suspended and the Customer agrees to pay a \$25.00 'returned check' charge. Suspension of service does not relieve the Customer from its obligation to pay any and all fees, charges and costs due to the Company. Suspended service may be resumed upon receipt of full payment of all amounts due and a reconnect charges as determined by the Company. Past due amounts are subject to an interest rate charge of 1.5% per month from the date of invoice, subject to the maximum rate permitted by law. Customers agrees to pay all costs of collection including attorney fees and collection agency fees incurred.

3. **Disclaimer.** The services provided by the Company and any equipment owned by the Company and used by the Customer, are provided AS IS WITHOUT WARRANTY OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER AGREES THAT THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF THE COMPANY AS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

4. **Usage.** The Company exercises no control whatsoever over the content of information passing through its equipment. The Customer agrees to use the Internet for only lawful purposes. The Customer agrees to indemnify and hold the Company harmless for any claims, damages costs or expenses resulting from the Customer's use of the Company's service, equipment, the internet or otherwise. This Agreement of indemnification shall survive the termination of the Agreement. Customer shall have no right to assign or transfer the rights and services granted hereunder to any other person or any other location. Use of the Company's services, equipment or the Internet constitutes acceptance of this Agreement in full. Use of the Internet and the information contained thereon is at the Customer's own risk.

5. **Entire Agreement.** This agreement and the attached Schedules, as they may be amended by the Company from time to time as its sole discretion, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters started herein and contains all of the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing signed by the Company.

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6. **Governing Law.** THE CONSTRUCTION, VALIDITY AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA AND THE PARTIES HERETO CONSENT TO VENUE AND JURISDICTION OF ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ORANGE COUNTY, NORTH CAROLINA.

7. **Cumulative Remedies.** The failure of the Company to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided in this Agreement are cumulative and the use of any one right or remedy by the Company shall not preclude or waive its right to use any or all of the remedies. Said rights and remedies are given in addition to any other rights the Company may have by law, statute, ordinance or otherwise.

8. **Term.** This Agreement shall commence on the date executed by all parties and shall terminate upon the earlier of (i) twelve months from the date the service becomes "live" (i.e. Order Form is received in company office. Web Server is installed and domain name is being routed.) (ii) 60-day prior written notice received from the Customer no sooner than four (4) months from the initial "live date of service along with payment for all amounts owing to the date of termination; or (iii) immediately upon notice from the Company Termination of service shall not terminate Customer's obligation to pay all sums owing to the Company. This Agreement will automatically renew on a twelve-month basis.

9. **General Terms.** Customer agrees to be responsible for obtaining and maintaining all insurance covering all risks of loss. Every provision in this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of the Agreement or any provisions hereof. Use of other networks may sometimes require the approval of the respective network authorities and use will be subject to any acceptable usage policies such networks establish. The Customer shall not self, transfer or assign this Agreement. Any such assignment shall be null and void and shall not relieve the Customer of its obligations to the Company. The Company shall not be liable for delays or defaults in furnishing goods or services hereunder, if such delays or defaults on the part of the Company, are due to (a) acts of God or of a public enemy, (b) acts of the United States or any state or political subdivision thereof, (c) fires, severe weather, floods, explosions or other catastrophes, (d) embargoes, epidemics and quarantine restrictions, (e) shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind. (f) delays of supplier of delay of transportation for any reason, or (g) causes beyond the control and of the Company in furnishing items of services including, but not limited to breakdown or failure of plant machinery or equipment or delay in the Customer reporting problems or furnishing information or materials. Acceptance of delivery of the goods shall constitute a waiver and release by Customer of any claim for damages on account of delay. If any contingency occurs, the Company may allocate production and deliveries among the Company's customers as it, in its sole discretion determines.

10. **Facsimile** dated signatures of Customers and/or agents shall be considered a binding Agreement enforceable in accordance with the stated rates, terms and conditions of the Agreement and/or applicable service contracts attached.

11. **Controlling Document.** Notice is given to Customer that the Company objects to any terms of Customer's forms inconsistent with those contained herein. It is a condition of this Agreement that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the to terms and conditions herein stated, and any alteration hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration is such acknowledgment signed by the Company, and customer agrees that any such additional provisions or any such alterations in this Agreement shall not constitute any part of this contract of purchase and sale. The contract resulting from acceptance of the Agreement contains the complete and final agreement between Customer and the Company and no agreement or other understanding in any way purporting to modify the terms and/or conditions hereof, shall be binding upon the Company unless made in writing and signed by the Company's authorized representative.

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12. **Domain Requests.** Company is not responsible for domain name requests that have been issued (to another company individual) prior to this request. Trademark issues are the responsibility of the customer.

13. **SELLING OR HOSTING OTHER WEB SITES ON CUSTOMER SERVER IS PROHIBITED UNDER THIS CONTRACT!**

14. **Company's dial-up account.** Acceptable Usage Policies apply to the virtual domain offering.

These documents can be viewed at <http://www.rtmx.net>

(rev.06/14/2005)