



Web Site Design
Internet Security
Internet Connections
Web Hosting Services
Secure Shopping Cart
Managed Firewall Service
Total E-commerce Solutions
ISP - Internet Service Provider
CSP - Commercial Service Provider
Serving The Business Community Since 1994

TERMS AND CONDITIONS FOR INTERNET CONNECTIVITY

rev 03/01

_____, (“Customer”), and **ST. LOUIS INTERNET, INC.**, a Missouri corporation, (“Provider”) enter into an agreement, (the “agreement”) as follows:

1. Provider shall make reasonable efforts to furnish to Customer the services and/or equipment described in “Exhibit A” which is incorporated herein by reference and made a part hereof for all purposes. The phrases, “Commencement Date”, “Monthly Rate”, “Service Period” and “Service Plans”, shall have the meanings ascribed to them in Exhibit A. This agreement will renew on each anniversary date of the Service Period specified by Customer, unless either party hereto gives the other written notice of intent not to renew at least thirty (30) days prior thereto.

2. A default under this agreement is a failure to comply with a material term or condition hereof. In the event of a default, the non-defaulting party may give the other party written notice specifying the default and the defaulting party shall have ten (10) days thereafter in which to cure same. If the default is by Customer, and not timely cured, Provider may; (i), terminate service to Customer and retain all prepaid amounts, or (ii) interrupt the Service until the default is cured with no refund of any prepaid amounts. In addition, Provider may also declare due and demand immediate payment of, any installments remaining unpaid, with interest thereon at the rate of (18%) per annum from the date of default in payment thereof until fully and finally paid, along with reasonable attorney’s fees, court costs or other expenses it may incur in enforcing this agreement. Provider may also secure and hold all domain name(s) of Customer until such default has been cured. If this agreement is terminated by mutual agreement or, if Provider fails to cure a noticed default, Customer may terminate this agreement and as its sole and exclusive remedy, shall receive a portion of any prepaid Service Fee, pro-rated for half months remaining in the current Service Period, less any amounts which Customer may otherwise owe to Provider. Failure to declare any default immediately upon occurrence, or a delay in taking any action in connection therewith, shall not waive such default nor any legal right or privilege to take action at any time thereafter. Termination of service by Provider does not relieve Customer of existing debts.

3. PROVIDER WILL FURNISH THE SERVICE ON AN “AS IS” AND “AS AVAILABLE” BASIS AND PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL APPLY TO ANY EQUIPMENT SOLD AND TO ALL ADVICE, ASSISTANCE, DATA, INFORMATION, OR SERVICE, NOW OR SUBSEQUENTLY FURNISHED, DELIVERED OR MADE AVAILABLE BY PROVIDER, ITS AFFILIATES, ITS CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS. PROVIDER DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED, OR ERROR FREE. Neither Provider, nor its agents, contractors, employees, manager(s), or members (collectively referred to hereafter as “Provider’s Group”), will be responsible for, and Customer waives and relinquishes any claim against Provider’s Group for any damage, loss, cost or other expense, whether direct, indirect, consequential or incidental, that Customer or any third party may suffer which is related to, or results from Customer’s use of the Service. This includes, but is not limited to, loss of data or business resulting from delays, non-delivery, mis-delivery, or interruptions as a result of Provider’s or Customer’s (in)actions. CUSTOMER EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH CUSTOMER’S USE OF THE SERVICE, including but not limited to those that might occur from the introduction into Customer’s computer(s) of viruses, worms, Trojan Horses, or from unauthorized entry or entries into Customer’s computer(s) or any other problem, which result from use of, or occur through the Service. Customer agrees to defend, indemnify and hold harmless, to the extent permitted by law, Provider’s Group from any damage, loss, cost or expense that may occur to Customer or any third party as a result of the use of the Service. Customer agrees to defend, indemnify and hold Provider’s Group harmless from any and all liabilities, costs, judgements and expenses, including reasonable attorney’s fees, related to or arising from: (a) any violation of this agreement by Customer, or by a third party or parties accessing the Service through Customer; (b) use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by Customer, or by a third party or parties accessing the Service through Customer; (c) negligent acts or omissions of Customer’s officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software, (whether or not furnished by Provider), which are connected or are to be connected to the Service; and (d) claims for infringement of patents arising from Customer’s use or use by a third party or parties accessing the Service through Customer, of equipment and software, apparatus and systems, (whether or not furnished by Provider), in connection with the Service.

Initial: Customer _____ Provider _____

4. Customer acknowledges that Provider exercises no control over the form, content or nature of data, images, information, material or any thing of whatever nature passing through the connection, (hereafter collectively referred to as "Data") between Customer and Provider or obtained from any Data base maintained by Provider or others, except as may occur pursuant to the provisions of this Section or Section 5 of this agreement. Customer assumes the entire risk that may arise from the use or transmission from, through or to itself of any Data, WHICH MAY INCLUDE SEXUALLY EXPLICIT MATERIAL OR MATERIAL OFFENSIVE TO SOME PERSONS. Provider shall have no duty or obligation to advise Customer of any risk that may arise from the availability, use, possession or transmission of Data or provide any information relating thereto, even if at any time Provider should attempt to do so. Should Provider, become aware of Data which, it, in its sole discretion, deems to be in violation of this agreement, unacceptable or undesirable, it may remove or refuse to post the Data. Provider's liability for any allegedly defective service provided under this Agreement shall not exceed the monthly Service Fee or portion thereof paid by Customer to Provider. The Service provided to Customer shall be considered to have been accepted unless Customer shall provide written notice detailing the portion or portions of the Service alleged to be defective or inadequate to Provider no later than two (2) months after the day the allegedly defective or inadequate services were furnished by Provider.

5. All use of Provider's services must be for lawful purposes and in accordance with the Appropriate Use Policy of any network accessed through Provider. Customer shall neither use, nor permit use of Provider's services in violation of any applicable federal, state or local statute, law, ordinance, regulation or rule, all of which are hereafter collectively referred to as "Governmental Rule". Customer agrees that Provider has the right to do electronic monitoring and disclose information where required to do so by any Governmental Rule, or to facilitate operation of the system or to safeguard itself or other customers. Should use of the Service by Customer or by a third party or parties accessing the Service through Customer, cause Provider's Internet Source to advise Provider that it will terminate or restrict Provider's connectivity to the Internet, unless some specified action is taken, Provider may, by giving the lesser of fifteen (15) days advance notice to Customer or the time period specified by Provider's Internet source, may temporarily suspend the Service, or some part thereof, limit or prevent use of the Service by a particular person, group or entity, and/or terminate this Agreement. No reduction in the Service Fee will be made if the Service or a part thereof is suspended or if a particular person, group or entity is not permitted to use the Service as provided in the previous sentence. If Provider elects to terminate the Service as permitted in this paragraph, Customer shall be entitled to a refund of 50% of the unused portion of any Services fees paid in advance and installments not yet due shall be canceled.

6. Notices. Notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if delivered personally, sent by messenger and receipted, sent by facsimile transmission or mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

FOR CUSTOMER:

FOR PROVIDER:

St. Louis Internet, Inc.
1374 Clarkson/Clayton Center
PMB 324
St. Louis, Missouri 63011
Phone: (636) 458-2866
Fax: (636) 458-1597

A party may change the address or phone numbers set out above for purposes of notice under this contract by giving written notice to the other party or parties hereto of such change in the same manner as is provided above.

7. This agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors and assigns, except that it may not be assigned by Customer.

8. This agreement shall be subject to and governed under the laws of the State of Missouri. Any and all obligations and payments are due and performable and payable in St. Louis County, Missouri. The parties agree that jurisdiction and venue for purpose of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in St. Louis County, Missouri.

9. Upon cancellation of this Agreement by either party, as permitted in this Agreement, Provider shall permanently remove all Customer data from Provider's computer systems and media except for such data which may reside on Provider's archive tapes and disks used for backup purposes. Customer may request, in writing, that such Customer data be returned to Customer prior to such destruction by Provider and such notice must be presented to Provider at time of cancellation. Unless otherwise agreed to in writing, all data deposited by Customer on Provider's system(s) shall remain the exclusive property of Customer and no title or ownership shall pass to Provider.

Initial: Customer_____ Provider_____

10. Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure or inability to perform caused by "force majeure". The term "force majeure," as used in this Agreement, shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitude, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and people, civil disturbances, explosions, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence. This paragraph does not apply to payments due under this agreement.

11. Domain Name Registration

Customer agrees to be bound by the Domain Registration Agreement which may be found on the Internet at: <http://www.st-louis.net/domreg/register.htm> which is hereby incorporated herein by reference. Such Domain Registration Agreement is subject to change pursuant to The Internet Corporation for Assigned Names and Numbers (ICANN) who is the designated authority assigned by the United States Government responsible for the IP address space allocation, protocol parameter assignment, domain name system management and root server system management functions. In addition such Domain Registration Agreement may be modified from time to time as required to comply with future requirements of ICANN, the domain registrars and applicable laws. In the event Customer elects to cancel service with Provider and move a Domain Name to another party Provider shall promptly release control of said domain(s) when notified by Customer. Provider shall not be required to release any domain(s) for which an outstanding balance or other debt exists for which Customer is liable to Provider, or if Customer is in default of any obligation to Provider. Customer agrees that Provider shall be listed as the contact on all Domain Name registration records of Customer for the purpose of management, billing and resolution of technical issues. Customer may, upon request, be listed as the Administrative and/or Billing contact on Customers' Domain records. Unless otherwise requested by Customer all domains shall be registered by Provider utilizing Providers' preferred registrar.

12. Payment

Payment is due net-15 days from invoice date. If Customer elects to pay by credit card payment is due on the first day of each billing cycle. Should Customer fail to pay within such terms as set forth herein Provider shall have the right to temporarily suspend service until such time as Customer account is brought within terms. Customer agrees to pay a \$30 reconnection/ reinstatement charge for each occurrence in which Provider has restored service after suspending service for non-payment. Customer agrees to pay a \$25 per incident service charge for any check, credit card or other monetary instrument presented to Provider for payment which fails to clear Customer financial institution. Customer agrees that Provider may use all legal remedies available to report and collect obligations due Provider under this Agreement and Customer agrees to pay Provider all reasonable costs for such collection service such as, but not limited to: collection agencies, court costs and attorney fees.

13. Service Plans

Customer agrees that Provider has multiple service plans and in any given billing period Customer actual usage may exceed the service plan initially selected by Customer in this Agreement due to additional services being ordered by Customer and/or use of services which exceed the initially selected service plan. Provider shall invoice Customer based on the actual services used for any given billing cycle. Each service plan is a one, two or three year term. Customer agrees to pay the entire term of the service plan chosen in the billing cycle chosen by Customer. Provider shall lock such service plan rates for Customer as of this Agreement date for the duration of the term chosen by Customer, however, if any service plan rate shall decrease in price during the term of this Agreement then Customer shall be invoiced at the lower rate for any service provided.

14. This document constitutes the entire agreement between Provider and Customer. This agreement may not be modified except in writing and when signed by duly authorized representatives of Provider and Customer. In the event Customer issues a purchase order, memorandum, specifications or other instrument covering the services provided, such purchase order, memorandum, specifications, or instrument is for Customer's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not be of any force or effect as between the parties to this agreement. All parties hereby acknowledge that they have read and understood this agreement and any attachments and exhibits thereto. This agreement is effective as of the Commencement Date, and remains in effect until terminated pursuant to its terms.

FOR CUSTOMER

Signature _____

Name (printed) _____

Date _____

FOR PROVIDER

Signature _____

Name (printed) _____

Date _____

EXHIBIT "A"

COMMENCEMENT DATE: _____ SERVICE PLAN: 1 2 3 4 5

SERVICE PERIOD (YEARS): 1 2 3 BILLING FREQUENCY: Monthly Quarterly Annually
 (NOTE: SERVICE PLAN 1 IS INVOICED ANNUALLY & MUST BE PRE-PAID)

PAYMENT TYPE: Credit Card Card #: _____ Exp: _____
 Name on Card: _____

Check (Terms available to companies and individuals with an acceptable credit report)

OTHER:

(a) If Customer exceeds any storage, transfer or other limits as defined by the Service Plan selected, Customer shall be invoiced at the Service Plan rate in which such storage, transfer or other quota applies for the current billing cycle only. Such surcharge is applicable only to the billing cycle(s) for which Customer has exceeded the selected Service Plan quotas. Customer may optionally switch to a higher-capacity plan at any time during the term of this Agreement and such plan shall supercede the current Service Plan selected.

(b) **UP-TIME GUARANTEE:** Provider guarantees to Customer that web-hosting services provided herein will be accessible on the Internet a minimum of 99% in any calendar month for the term of this Agreement. Should Provider fail to deliver a minimum 99% availability to Customer, Provider shall extend Customers term by one (1) month at no charge to Customer for each month Provider fails to deliver such availability providing Customers account is in good standing and Customer is not in default of this Agreement. Such guarantee does not apply to failures for which Provider does not have direct control over. Up-time percentages are recorded by Provider using standard software programs and Providers record of up-time shall not be disputed and shall supercede all other records. Such up-time guarantee does not supercede or alter any other provisions set forth herein and Customer agrees that a failure to provide 99% up-time is not considered a breach of this Agreement by Provider.

SERVICE PLANS

FEATURE	Plan 1	Plan 2	Plan 3	Plan 4	Plan 5
EMAIL Addresses	5	10	20	40	60
FTP Access	Y	Y	Y	Y	Y
FrontPage Support	Y	Y	Y	Y	Y
ASP (VBScript)	Y	Y	Y	Y	Y
SSL (Secure Transactions)	N	Y	Y	Y	Y
MS-Access Databases (ODBC)	N	Y	Y	Y	Y
ColdFusion Databases (ODBC)	N	Y	Y	Y	Y
SQL Server Databases*	N	N	N	Y/75Mb	Y/150Mb
SQL Server Admin Access	N	N	N	Y	Y
Mb/Storage	20	50	75	100	200
Gb/Month Bandwidth	.5 (1/2Gb)	1	2	4	6
Bulk Mail Processing**	N	N	Y	Y	Y
WebTrends Statistics Reporting	N	Y	Y	Y	Y
VeriSign Encryption Key (yours)***	N	Y	Y	Y	Y
VeriSign Encryption Key (ours)	N	N	N	Y	Y
Monthly Rate (1year)	\$ 29.95	\$ 39.50	\$ 59.95	\$ 159.00	\$ 295.00
Monthly Rate (2year)	\$ 26.95	\$ 34.50	\$ 49.95	\$ 145.00	\$ 279.00
Monthly Rate (3year)	\$ 24.95	\$ 32.50	\$ 45.95	\$ 137.00	\$ 249.00
Setup Charge	\$ 30	\$ 30	\$ 30	\$ 100	\$ 150

* SQL disk space (Mb) is in addition to the Mb included in the plan at the plan price; you receive "x" amount of SQL database storage and "y" amount of standard web site storage. You may also order SQL under "Additional Services" below for any service plan

** Bulk EMAIL distribution must conform to acceptable use policies, be used for legitimate business purposes and a subscriber database must be maintained. Contact us for more information. **We do NOT condone SPAM**

*** There is a \$100 setup fee to install a customer-purchased Verisign Certificate. Verisign charges \$349/year for a 40-bit server certificate

ADDITIONAL SERVICES

Mark any additional services you are ordering. The term of this Agreement does not apply to the services shown below and these additional services may be added or cancelled at any time. Dialup services must be cancelled before 4PM (CST) on the last day of any calendar month to avoid being charged for the next month.

QTY	Service Description	Rate	Setup Fee
<input type="checkbox"/>	<input type="checkbox"/> Dialup - Full U.S. Access UNLIMITED 56k	\$ 18.00/mo.	None
<input type="checkbox"/>	<input type="checkbox"/> Dialup - Full U.S. Access UNLIMITED 64k (ISDN)	\$ 24.95/mo.	None
<input type="checkbox"/>	<input type="checkbox"/> Domain Name Registration*	\$ 35.00	\$ 30.00
<input type="checkbox"/>	<input type="checkbox"/> Domain Name Pointing (mirroring to an existing site already hosted with us)	\$ 5.00/mo.	None
<input type="checkbox"/>	<input type="checkbox"/> Domain Name Pointing (mirroring to a site NOT hosted with us)	\$ 10.00/mo.	\$ 20.00
<input type="checkbox"/>	<input type="checkbox"/> WebSite Submission to Search Engines**	\$ 65.00	None
<input type="checkbox"/>	<input type="checkbox"/> SQL Database (if not included in package) - 50Mb Database	\$ 25.00/mo.	\$ 50.00
<input type="checkbox"/>	<input type="checkbox"/> ACCESS (ODBC) Database (if not included in package)	\$ 10.00/mo.	\$ 30.00
<input type="checkbox"/>	<input type="checkbox"/> Additional EMAIL (POP3) Addresses	Free	\$ 10.00/ea.
<input type="checkbox"/>	<input type="checkbox"/> Web Space (in 25Mb chunks)	\$ 7.50	None
<input type="checkbox"/>	<input type="checkbox"/> VeriSign (SSL) Secure Service (our certificate)	\$ 20.00/mo.	\$ 50.00