

# Sleek Communications, Inc.

  
**Sleekcom.com**  
Connecting Your World!  
Internet Computers Networking  
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## AGREEMENT BETWEEN USER AND SLEEK COMMUNICATIONS, INC.

**IMPORTANT— READ CAREFULLY:** THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR SINGLE ENTITY) (HEREINAFTER "SUBSCRIBER", "YOU", "YOUR(S)" AND SLEEK COMMUNICATIONS, INC. (HEREINAFTER "PROVIDER", "SLEEKCOM", "WE", "US", "OUR") GOVERNING THE TERMS AND CONDITIONS FOR YOUR USE OF OUR SERVICES. YOU INDICATE THE ACCEPTANCE OF THIS AGREEMENT BY SIGNING THE SLEEKCOM USER APPLICATION AND/OR BY LOGGING ONTO OUR SERVICE WITH YOUR USER NAME AND PASSWORD. ACCEPTANCE OF THIS AGREEMENT MEANS YOU ARE BOUND BY THE TERMS OF THIS AGREEMENT. YOU MAY NOT USE OUR SERVICE UNLESS YOU ACCEPT THE TERMS OF THIS AGREEMENT.

**TERMS OF USE:** We shall provide you with a user name, email addresses and link through our Internet servers. You shall be permitted Internet usage based on the package you choose. We shall also provide you with your own unique password. You are solely responsible for the security and proper use of this password, and must take all necessary steps to ensure that the password is kept confidential, secure, used properly and not disclosed to unauthorized people. You shall immediately notify us if there is any reason to believe that unauthorized persons have acquired your password. Service is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. In the event that any of the terms, conditions, and notices contained herein is not valid or enforceable, only such term or condition shall be deemed invalid or not enforceable and the remainder of this agreement shall be considered valid and enforceable.

**FEES AND BILLING POLICY:** YOU SHALL PAY SLEEKCOM IN ADVANCE FOR YOUR INTERNET ACCOUNT AND ACCESS. WE RESERVE THE RIGHT TO CHANGE THE MONTHLY RATE UPON THIRTY (30) DAYS NOTICE. YOU SHALL BE LIABLE TO PAY THE FULL FEE, IN ADVANCE, EVEN IF YOUR SERVICE IS TERMINATED BEFORE THE END OF ANY ADVANCE PAYMENT PERIOD FOR ANY REASON. ALL FEES ARE DUE IN ADVANCE BY THE FIRST (1ST) DAY OF EACH MONTH. ANY ACCOUNT NOT PAID BY THE EIGHTH (8TH) DAY OF THE MONTH WILL BE SUSPENDED. IF PAYMENT IS RETURNED OR REJECTED, YOUR ACCOUNT WILL BE SUSPENDED AND YOU AGREE TO PAY A TWENTY-FIVE DOLLAR (\$25.00) RETURNED CHECK FEE IN ADDITION TO ANY CHARGES DUE AND RECONNECT FEES. SUSPENSION OF THE ACCOUNT DOES NOT RELIEVE YOU FROM YOUR OBLIGATION TO PAY ANY AND ALL ACCRUED FEES, CHARGES AND COST DUE US. SUSPENDED SERVICE MAY BE RESUMED BY, AT OUR SOLE DISCRETION, AFTER WE HAVE RECEIVED FULL PAYMENT OF ALL AMOUNTS DUE ALONG WITH ANY RECONNECT CHARGES. AT OUR DISCRETION, YOU MAY BE REQUIRED TO PLACE A CASH, VALID CREDIT CARD OR ELECTRONIC DRAFT ON A VALID BANK ACCOUNT AS DEPOSIT FOR SERVICES. IN THE EVENT WE ACCEPT CREDIT CARD OR BANK DRAFT AS DEPOSIT YOU HEREBY AUTHORIZE US, WITHOUT NOTIFICATION TO YOU, TO CHARGE OR WITHDRAW ANY AND ALL PAST DUE AMOUNTS OWED TO US FROM SUCH CREDIT CARD OR BANK DRAFT. YOU AGREE TO KEEP CREDIT CARD INFORMATION OR BANK ACCOUNT INFORMATION CURRENT AND NOTIFY US OF ANY CHANGES TO SAME SHOULD WE ACCEPT EITHER AS DEPOSIT FOR MAKING SERVICES AVAILABLE TO YOU. IF A CASH DEPOSIT IS REQUIRED FUNDS WILL BE KEPT ON DEPOSIT AND MADE AVAILABLE TO YOU UPON CANCELLATION OF SERVICE AND PAYMENT IN FULL OF ALL FEES AND CHARGES DUE. NO INTEREST WILL BE PAID ON ANY DEPOSITS HELD. ANY PAST DUE AMOUNTS ARE SUBJECT TO AN INTEREST RATE CHARGE OF ONE AND ONE-HALF PERCENT (1.5%) PER MONTH FROM THE DATE OF THE INVOICE, OR THE MAXIMUM RATE PERMITTED BY LAW. YOU ARE OBLIGATED TO PAY ALL CHARGES ON TIME WHETHER YOU RECEIVE A BILL OR NOTICE OF PAYMENT DUE FROM US. YOU AGREE TO PAY ALL COSTS OF COLLECTION, INCLUDING ATTORNEY FEES AND COLLECTION AGENCY FEES.

**PAYMENTS AND PAYMENT METHODS:** Sleekcom accepts payments by cash, check, credit card, bank debit card, electronic bank draft, money order, travelers checks, or certified check. When paying by check, money order, travelers check or certified check payment is considered received when the document is in our office at 1838 East Lincoln Road S.E. Brookhaven, Mississippi 39601. Postal marking, document dates or any other information does not constitute payment received. A credit card or bank debit card payment is considered received when the charges are submitted and an authorization number is issued by the processor for said charges. If your credit card is declined, you will be notified by mail and your account will be subject to the same terms and conditions as outlined in the **FEES AND BILLING POLICY** section. It is your responsibility to notify us of changes, updates and new or additional information on your credit card or bank debit card. Bank drafts can be processed at two (2) different times of the month on the first (1st) and the fifteenth (15th) day of each month. If your bank draft is returned or rejected your account is subject to the same fees and conditions as outlined in **FEES AND BILLING POLICY**. Bank drafts processed on the 15th day of each month are subject to the same terms and conditions as all other accounts considering all time frames are set back fifteen (15) days.

**TRANSFERS AND CANCELLATION:** Accounts cannot be transferred from one person to another. If you wish to transfer an account to another person, you must cancel the account and the other person must make application for a new account. If you wish to cancel your account a thirty (30) day notice by phone, email or written notice is required. Any other cancellation may be subject to a reconnect charge. You must include your user name and password in any cancellation notification. Intentional or un-intentional failure to pay any and all charges due is not considered voluntary cancellation and will subject the account to reconnect charges. Name changes on an account due to marriage, address changes, telephone number changes are not considered transfers and may be made any time.

**OPERATING POLICIES:** You agree to abide by our operation policies, which may be amended from time to time at our sole discretion, and you agree to indemnify, hold harmless and provide a defense for us against any claims arising from your failure to follow these guidelines. You agree not to post or transmit any message anonymously or under a false name except where allowed by chat programs or other such areas where "nicknames" or "nick" are allowed: You agree not to post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any persons without that person or persons permission: You agree not to post or transmit any message, data, image or program that is illegal, indecent, obscene or pornographic: You agree not to post or transmit any message that , data, image or program that would violate the Intellectual Property Rights of others: You agree not to interfere with the use of the Internet by any other of our clients or any other users: You agree not to post or transmit any file which contains viruses, worms, "Trojan" exploits or any other destructive features, regardless of whether damage is intended or unintended by you: You agree not to post or transmit any message that is harmful, threatening, abusive or hateful: You agree that your use of our services is for your personal and non-commercial use, unless otherwise specified. You understand that you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained through our service without express written permission of the owner(s) of such materials. You agree not to post or transmit any advertising, promotional material or any other solicitation for goods or services, except in those areas of the Internet that are designated for such purposes, such as marketplace bulletin boards, classified advertisement sections of Web Sites, auctions or other such appropriate location: You agree that you shall be solely responsible for providing your own connection to us via a telecommunications service, and that you shall be solely responsible for providing a suitable computer, modem and other hardware communications equipment necessary to access our network, and entirely responsible for all charges fees and cost associated with such. You also agree that, if you access our service through a LAN or WAN, you shall be solely responsible for providing, maintaining and supporting your network unless provided for under separate agreement.

**ACCOUNT USAGE AND CONTROL:** You agree that your account shall be used solely by you. Regardless of whether you have actual control over the acts of third parties, you agree that you have the last clear chance to avoid usage by third parties and you indemnify and hold us harmless from their usage. You also agree that an account is defined as a single dial-up connection in operation at one time. Although you may use your account

from various locations, it is a violation of this Agreement to have an account simultaneously logged on with more than one dial-up connection. Action may be taken on our part to immediately remedy simultaneously logged on accounts by any or all of the following: 1) Immediate disconnection of all simultaneous logged on users from the server; 2) Suspension of the offending account 3) Incurring additional charges to the offending account in the amount of one months regular service; **SLEEKCOM'S MONITORING AND TERMINATION RIGHTS:** You expressly recognize that we cannot and do not screen content provided by any Internet users of the Service. However, you agree that we have the right, but not the obligation, to remove from our servers or block access over the Internet to any communications and materials that we believe, in our sole discretion, violate any of the policies enunciated herein, any laws of any jurisdiction served by us. You also agree that we may, in our sole discretion, terminate your account for any violation of the policies contained herein without prior notice. We do not monitor, track or otherwise log any information you may transmit or receive over the Internet or by email, other than for backup purposes, without your express verbal or written permission, and then only for troubleshooting purposes, unless ordered to do so by a court of competent jurisdiction.

**MAINTENANCE:** We may, at our own discretion, temporarily suspend all service for the purpose of repair, maintenance or improvement of any of our systems. However, we shall provide prior notice where it is reasonably practicable. You shall not be entitled to any setoff, discount, refund or other credit, in case of any service outage this is beyond our control or which is of reasonable duration.

**WARRANTIES:** We have the right to enter into this Agreement and to grant the rights granted in it. We shall use reasonable efforts to comply with the terms of this Agreement.

**DISCLAIMERS:** THE GOODS AND SERVICES PROVIDED BY IS ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) QUALITY; 4) ACCURACY; 5) NON-INFRINGEMENT; 6) QUIET ENJOYMENT; AND 7) TITLE. YOU AGREE THAT ANY EFFORTS BY US TO MODIFY OUR GOODS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY OF OUR WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. YOU FURTHER AGREE THAT WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY 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 WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WERE GROSSLY NEGLIGENT. MODIFICATIONS MADE TO YOUR WEB SITE BY YOU OR ANY THIRD PARTY VOIDS ANY REMAINING EXPRESS OR IMPLIED WARRANTIES, IF ANY. WHERE SUCH EXCLUSION OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS LIMITED BY LAW, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**NO LIABILITY FOR DELAYS OR DEFAULT:** We shall not be liable for delays or defaults in furnishing goods or services hereunder. Specifically, without limitation, we shall not be responsible for such delays or defaults if due to: Acts of God or of a public enemy; Acts of the United States or any state or political subdivision thereof; Fires, severe weather, floods, earthquakes, natural disasters, explosions, or other catastrophes; Embargoes, epidemics or quarantine restrictions; Shortage of goods, labor strikes, slowdowns, differences with workmen or labor stoppages of any kind; Delays of suppliers or delay of transportation for any reason; Causes beyond our control in furnishing items or services including but not limited to, breakdown or failure of machinery or equipment, our your delay in reporting problems or furnishing information or materials. Acceptance of delivery of goods or services shall constitute a waiver and release of us by you for any claim for damages, setoff, discount or other liability on account of delay.

**THIRD PARTY TRANSACTIONS:** You understand that we do not operate, control or endorse any information, products or services on the Internet, and that any entities that do offer such information, products or services are not affiliated with us. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS TO YOU OR ANY THIRD PARTY WHATSOEVER WITH REGARD TO ANY INFORMATION, PRODUCTS OR SERVICES PROVIDED THROUGH US AND OBTAINED OR CONTRACTED OVER THE INTERNET, INCLUDING WITHOUT LIMITATIONS, WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) QUALITY; 4) ACCURACY; 5) NON-INFRINGEMENT; 6) QUIET ENJOYMENT; AND 7) TITLE: We shall not be liable to you or to any third party for any cost or damage arising either directly or indirectly from any transaction involving third parties' information, products, or services. Where such exclusion or limitation of liability for consequential or incidental damages is limited by law, our liability is limited to the greatest extent permitted by law.

**DOWNLOADING DATA OR FILES:** You expressly recognize that we cannot and do not guarantee or warrant that files available for downloading through us will be free of infection, viruses, worms, Trojan exploits, or other code that manifests contaminating or destructive properties. You agree that you shall be solely responsible for implementing sufficient procedures to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to us for the reconstruction of any lost data. You also expressly recognize that the Internet contains unedited materials, some of which are unlawful, indecent, or offensive to you, and access to such materials by you is done at your sole risk.

**WEB SITE USAGE:** We provide 10mb (mega bites) of web space for a personal web site to each subscriber. You agree this web site will be used for personal, non-commercial use. You agree to not post, allow to be posted, or cause to be posted any data, information or images or other material that would otherwise be in violation of this Agreement in it's entirety. You understand that we review such web sites from time to time and if found, at our sole discretion, to contain any inappropriate material(s) we may: 1) Notify you to remove the material; 2) We may remove the material without notifying you; 3) Stop the web site from being published to the Internet; If the material is determined to be in violation of any local, state or federal laws or restrictions, the material will be filed and turned over to the appropriate jurisdiction.

**TERMINATION:** We reserve the right to, and you agree that we may, terminate any and all services to you for no cause and without any reason upon thirty (30) days' notice. We reserve the right to, and you agree that we may, cancel this Agreement and terminate any and all services to you immediately, and without prior notice, in the event you fail to fulfill any material obligation contained in this Agreement. WE RESERVE THE RIGHT TO USE SELF-HELP TO THE GREATEST EXTENT PERMITTED UNDER THE LAW, INCLUDING, WITHOUT LIMITATION, ELECTRONIC REMEDIES. You may terminate this Agreement for any reason upon thirty (30) days notice. After termination by any party for any reason, we shall retain the right to recover all accrued charges due and owing by you to us, and you agree that you waive any right you may have against us to offset fees payable by you to us. Your indemnification of us as set forth herein shall survive any termination of this Agreement.

**MISCELLANEOUS:** The failure of either party to seek relief for the other party's breach of any duty under this Agreement shall not waive any of the non-breaching party's right to seek relief for any subsequent breach. This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi. All notices, demands, request, or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested. Such notices shall be addressed to you at your billing address as delivered to us and to us at Sleek Communications, Inc. 1838 East Lincoln Road S.E., Brookhaven, Mississippi 39601, or to such other address as any party may have furnished to the other in writing in accordance herewith. Notice shall be effective upon three (3) business days after deposit in the U.S. Mails. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. No change or modification of this Agreement shall be valid unless it is in writing and delivered to all parties either electronically, by U. S. Mail or other method.

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

**CONSENT:** The parties knowingly and expressly consent to the foregoing terms and conditions. Each signatory is authorized to enter into this Agreement on behalf of its respective party.