



RICIS, INC.™ INTERNET SERVICE AGREEMENT

Read This Internet Service Agreement Carefully before Using Our Internet Services.

1. INTRODUCTION.

RICIS, Inc., provides its Internet services (“Services”), to users who pay a monthly service fee to subscribe to the Services (“Members”) as well as to those who access some of our Services but do not have accounts (“Visitors”). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our [Acceptable Use Policy](#) and other policies. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10.

2. PAYMENT OBLIGATIONS OF A MEMBER.

- a) Members must (i) provide RICIS, Inc. with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to RICIS, Inc. all changes to this information within thirty (30) days of the change. Members are responsible for any charges to their account.
- b) Members having questions regarding charges to an account should contact RICIS, Inc.’s Customer Service Department at (866) RICIS-77. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.
- c) Charges are billed to Members’ credit cards or debit cards as applicable each month for the basic service and any additional usage or services. RICIS, Inc. is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by RICIS, Inc.
- d) If paying by check, payments are due within 30 days after the month in which the charges are incurred.
- e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.
- f) If you purchase Services through a reseller who in turns pays RICIS, Inc., the reseller must pay all amounts owing for your account. If the reseller fails to pay RICIS, Inc. any amounts due—whether or not you have paid the reseller—your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.
- g) Delinquent accounts may be suspended or canceled at RICIS, Inc.’s sole discretion; however, charges will continue to accrue until the account is canceled. RICIS, Inc. may bill an additional charge to reinstate a suspended account.

3. MEMBER'S ACCOUNT, PASSWORD, AND SECURITY.

Upon registration, Members receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your RICIS, Inc. account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify RICIS, Inc. immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 10MB in size may, at RICIS, Inc.’s discretion, be transferred to a compressed temporary file or storage. RICIS, Inc. may delete the temporary file from the server 60 days after notifying you. Any free Web site exceeding 6MB may be suspended until the Member reduces the disk space usage to 6MB or less or purchases additional megabytes. Any free Web site exceeding 250MB of traffic will be billed for excess traffic. You may establish a commercial or high-volume account by calling (866) RICIS-77.

Members agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. Members agree not to provide any public information services over a dial-up connection.

4. MONITORING THE SERVICES.

RICIS, Inc. has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if RICIS, Inc., in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Members. Please see our [Privacy Policy](#). RICIS, Inc. may immediately remove your material or information from RICIS, Inc.'s servers, in whole or in part, which RICIS, Inc., in its sole and absolute discretion, determines to infringe another's property rights or to violate our [Acceptable Use Policy](#).

5. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY RICIS, INC., RICIS, INC. DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. RICIS, INC. HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RICIS, INC. DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. RICIS, INC. MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH RICIS, INC. OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY RICIS, INC. OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. RICIS, INC. AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, RICIS, INC.'S CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

6. SOFTWARE LICENSE.

RICIS, Inc. grants to each Member a limited, nonexclusive, nontransferable and nonassignable license to use the RICIS, Inc. scripts, components, development tools, and other software on our servers (including software from third-party vendors that RICIS, Inc. provides; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to deploy your websites on our Internet servers. Each Member agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. RICIS, Inc. may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a Member. We do our best to accommodate any and all changes.

The Licensed Programs constitute confidential and proprietary information of RICIS, Inc. and RICIS, Inc.'s licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with RICIS, Inc. and RICIS, Inc.'s licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Programs or any part thereof.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By

installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Contractor/manufacturer is RICIS, Inc., 8018 Mallow Drive, Tinley Park, IL 60477-2697.

7. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain "ricis.com" or "ricis.net" or any other site operated by RICIS, Inc. (the "Web site") is a complimentary information service offered by RICIS, Inc. at no charge to users.

We may provide links on the Web site to other Web sites that are not under our control. In general, any Web site having an address (or URL) that does not contain "RICIS, Inc.com" or "RICIS, Inc.net" is such a Web site. These links are provided for convenience only and are not intended as an endorsement by RICIS, Inc. of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "RICIS, Inc.", (b) the link must "point" to the URL "<http://www.ricis.com>" or "www.ricis.net" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by RICIS, Inc. , (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) RICIS, Inc. may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by RICIS, Inc.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by RICIS, Inc. RICIS, Inc. assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold RICIS, Inc. harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify RICIS, Inc. from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. RICIS, Inc. will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site.

Your posting of material on the Web site or providing material to RICIS, Inc. to use on the Web site will be deemed to be a grant by you to RICIS, Inc. of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

8. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Member, to terminate your account.

9. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to RICIS, Inc. by:

- Registered or certified mail, return receipt requested addressed to RICIS, Inc. Inc., Accounts-Customer Service, 8018 Mallow Drive Tinley Park, IL 60477-2697; or
- Telephone calls directed to Accounts-Customer Service at (866) RICIS-77.

Email termination of your access account will not be accepted. To terminate Web Hosting and/or Business Services, you must call (866) 742-2477. Your termination will only be complete upon your receipt of a cancellation confirmation number from RICIS, Inc. Charges to your account will stop accruing the day RICIS, Inc. provides you

with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. Email cancellation requests will not be accepted. If your account included space on RICIS, Inc.'s servers, anything stored on this space will be deleted upon termination.

Without prior notice, RICIS, Inc. may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if RICIS, Inc., in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. RICIS, Inc. may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 2, 3, 5, and 10 of this Agreement shall survive termination of this Agreement.

10. JURISDICTION.

This Agreement is governed by Illinois law without regard to conflict of law provisions.

The federal and state courts located in Illinois alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Illinois with respect to such matters or otherwise between you and RICIS, Inc., and waive your rights to removal or consent to removal.

11. MISCELLANEOUS.

This Agreement, the [Acceptable Use Policy](#), and RICIS, Inc.'s other user policies posted on RICIS, Inc.'s Web site constitute the entire agreement between you and RICIS, Inc. with respect to your use of the Services.

RICIS, Inc. may revise, amend, or modify this Agreement, the [Acceptable Use Policy](#) and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on RICIS, Inc.'s Web site (<http://www.ricis.com>) and/or on Members' start pages and/or by email and/or in our various publications and mailings to Members.

I, _____ (your name) agree to the terms and conditions of the above Internet Service Agreement. Further I agree to be solely responsible for the proper use and protection of the Internet account (User ID and password) that RICIS, Inc. has activated for our use.

Company Name: _____

Authorized Signer: _____ (Print Name)

Title: _____

By: _____ (Signature)

Date: ____/____/____