

Your Digital Partner, LLC's SkyRunner & Dial the USA Internet Terms and Conditions—updated August 19, 2004

1. Your Digital Partner, LLC (hereafter YDPLLC) agrees to allow the customer to connect a computer at customer's site to YDPLLC's computers and transmit data over the network in accordance with the provisions of these Terms and Conditions.
2. SkyRunner Internet may be used for any lawful purposes. Use of SkyRunner for commercial purposes is also permitted. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyright material, material legally judged to be threatening or obscene, or material protected by trade secret.
3. Any access to other networks connected through YDPLLC must comply with the rules applicable for other networks. You agree to identify and hold harmless YDPLLC from any claims resulting from your use of the service, which damages you or another party.
4. YDPLLC exercises no control whatsoever over the content of the information passing through SkyRunner. YDPLLC makes no warranties of any kind, whether expressed or implied, for the service it is providing. YDPLLC also disclaims any warranty of merchantability or fitness for a particular purpose, and any obligation to maintain the confidentiality of information, although YDPLLC's policy is to utilize all reasonable efforts to maintain such confidentiality. YDPLLC will not be responsible for any damage you suffer from use of SkyRunner from YDPLLC. This includes loss of data resulting from delays, non-deliveries, or service interruptions caused by its own negligence or your errors or omissions, or due to inadvertent release or disclosure of information sent by your. Use of any information obtained via SkyRunner Internet is at your own risk. YDPLLC specifically denies any responsibility for the accuracy or quality of information obtained through its services.
5. The use of SkyRunner Internet to transmit certain kinds of information (including, without limitation to, computer software and other technical data) may violate export control laws and regulations of the United States of America, whether that information is received abroad or by foreign nationals within the USA. Since YDPLLC has no control over the content of information passing through SkyRunner, the entire burden of complying with such laws and regulations rests with its customer. You agree to comply with such laws and regulations and to indemnify YDPLLC harmless from any damages it may suffer resulting from any violation to the export control laws of the USA.
6. You, the customer, agree to pay all charges incurred through access of your account from date of inception through and including the date that you notify us to cancel and close your account. You must notify us with a cancellation form that we will provide per request. We will either direct you to a special web page, or we will postal mail the cancellation form. We will acknowledge your notice and contact you with any remaining balance you may have with our company. You must send payment within seven (7) days of this call, or your account will continue to accrue charges. All accounts automatically renew to the next billing period at the same rate and period as the previous billing period unless we are notified in writing of a change. The service is considered a subscribed utility and, as such, is generally not stopped and started for equipment failures, vacations, etc., just electricity, telephone and cable services are not generally stopped and restarted. If you choose to disconnect your service during an equipment repair, a reconnection charge will apply. The right to use the service is not transferable. Payment is due upon receipt of invoice. Accounts are in default if payment is not received by the last day of the month of invoice. If your check is returned to us unpaid, you are immediately in default and subject to a returned check charge of \$25.00 from us. Credit cards that fail to clear are subject to this same charge. Accounts in default may have their service interrupted. Such interruption does not relieve you from the obligation to pay the monthly charge. In the event we interrupt your service due to non-payment, a reconnection charge of \$ 20.00 will be applied to your account upon reconnection. Repeated suspensions may merit a higher reconnection charge. All accounts in default for more than thirty (30) days may be submitted to our collection agency. A collection charge will be added at such time, not to exceed 33% of the principal. This is in addition to previously incurred late fees.
7. YDPLLC reserves the right to change these Terms and Conditions by notifying the customer in writing or by means of electronic mail with at least thirty (30) days advance notice or by posting on the Web Site, at which point the new terms take effect thirty (30) days after being posted.
8. YDPLLC may provide "shareware" software to facilitate your use of SkyRunner. Such software and any related documentation are owned and copyrighted by the authors of the program. Under the terms of their licenses, you are given a personal, non-exclusive license to use the Licensed Program.
9. These Terms and Conditions supersede all previous representations, understanding, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of SkyRunner constitutes acceptance of these Terms and Conditions. These Terms and Conditions may be modified by YDPLLC upon thirty days prior written notice to you or upon being posted on the SkyRunner Web site for a period of thirty (30) days. Continued use of SkyRunner following such modifications constitutes acceptance of these Terms and Conditions, as modified.
10. All Individuals accessing SkyRunner represent to YDPLLC that they are 18 years of age or older. If under 18 years of age, such individual is not permitted to access SkyRunner unless the express written consent of such individual's parent or legal guardian has been furnished to YDPLLC. Certain material available through SkyRunner may not be suitable for some individuals—especially those under the age of 18.

Letter of Consent for Use by Minor(s)

of SkyRunner Internet from Your Digital Partner, LLC

The undersigned parent or legal guardian of _____, minor(s), hereby consents to the use of the YDPLLC's SkyRunner Internet service including Dial the USA by such minor(s.) The undersigned agrees to be completely responsible for anything that happens on the Internet during the time that said minor(s) is/are using YDPLLC's services (in accordance with the Internet Terms and Conditions) and to pay all charges incurred by such a minor's use of Your Digital Partner, LLC's service.

Signature: _____ Relationship: _____ Date: _____