
This is a summary of your agreement with Livenet. The full agreement is available for you to read at www.livenet.bm/agreement.pdf

BY CLICKING "I AGREE" AT THE END OF THIS AGREEMENT, YOU ARE AGREEING THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Agreement

This is the entire agreement between you and livenet. Our charges cover only the services for the Internet and no other services that you subscribe to by using this service. We will communicate to you via the email address that you have registered to us.

Term

The term for your service if not otherwise stated in writing will be for a 30 day period. You can terminate this service by providing a calendar month of notice to do so. If you have an agreement for a specific period (example 1 year), and you terminate prior to the end of that Fixed Service Period, The fees that you will be charged are equal to 50% of the total monthly charges for each early terminated Service, multiplied by the number of months left in the Fixed Service Period.

Acceptance of Service

Livenet will advise you of the start and billing date for the service. This will coincide with the date the service is made available to you. Only Livenet can make changes to the Agreement. All information regarding billing and updates will be sent to the email that is provided to us. It is your responsibility to keep the email address information that we use to communicate with you up to date as you change your email services.

Service Charges And Payment of Charges

Livenet will advise you via email of your charges every month. We bill 30 days in advance of providing you the service and allow 30 days for payment. All invoices that are 30 days past due are subject to a late fee charge of 2%. Cheques that are honored by the bank will be charged the bank handle fee of \$5 per cheque, and cheques that are not honored by the Bank will be charged a \$30 processing fee.

Customer Credit

Livenet reserves the right to request a security referece, and a security deposit for its services. You are required to keep your debit/credit card information current, as this information will become invalid from time to time.

Provision And Use OF Service And Software.

The equipment that is provided by Livenet to support access to the services that it provides has software imbedded. You are not allowed to reproduce or modify this software in any way. Livenet may require you to perform future activities to ensure that this software/firmware is operating at manufacturers specifications. You agree to do those updates and any other requests made by Livenet to ensure this objective. You are not allowed to resell any of the services provided by Livenet, or to provide these services to a third Party. Although LiveNet may configure the Service so as to provide some security features, the Customer is solely responsible for providing for any security or privacy that the Customer may desire for their computer network and any data stored on that network or accessed through the Service. Livenet is only responsible for the interconnecting network between your P.C/Network and the network of another private or public network. LIVENET does not guarantee the performance of your network or the corresponding network that you are connecting to. It is unacceptable for you to;

- a. Send unsolicited commercial e-mail, (b) Use of LiveNet's e-mail address to collect responses for unsolicited commercial e-mail (c). Send large volumes of unsolicited e-mail, (d) Send threatening or harassing e-mail, (e) send excessive cross-posting of the same article to several newsgroups; generally accepted standards allow no more than 15 newsgroups, or cross posting, for a single article or substantially similar articles. Excess articles may be cancelled. (f) Use of Internet Relay Chat Box (IRC) and the violation of any accepted policies on the IRC servers. If the actions of the Customer cause LiveNet to be banned from a server, the Customer account will be automatically terminated without prior notice. (g) Engage in activities which adversely affect the ability of other people or systems to use the Service or the Internet, (e) Attempt, whether successful or not, to gain access to any computer system, or customer's data, without consent (f) Use of the Service by the Customer other than for the purposes of his/her business, (g) Use in excess of the limits specified by LiveNet for disk utilization. The total number of bytes required to store an account's data determines disk utilization. In the event LiveNet determines that an account is exceeding the disk utilization, the Customer will be notified by e-mail. If the excess use continues for more than five (5) days after such notification, the Customer may be requested to modify the activity creating the excess use. If excess disk space utilization is determined to adversely affect LiveNet's ability to provide the Service, immediate action will be taken to terminate the Service. The Customer will be notified by e-mail as soon as practicable.

Discontinuation of Service

If you terminate the service you are responsible for any charges that you have incurred prior to the cancellation of the service. Livenet can cancel the service if you do not pay or become insolvent.

Indemnification and Limitation of Liability

You will not blame Livenet for any data or financial loss due to any issue that arises from using the Internet, or for the service being impaired. Livenet is not responsible for

Reporting Faults

If you experience a problem with the service you can report it on 293-5983. Livenet will use its best efforts to repair the service in as soon a time period as possible.

Disputes

If you disagree with any of the charges, then you must advise a Livenet Representative as soon as possible and not later than 45 days after receiving the invoice. Livenet will investigate your enquiry and report back to you within 14 days.

User ID and Password

Livenet will provide you a username and password to access its network. This information must not be shared with any third party. If a third party gains access to this information, you must advise Livenet as soon as possible and advise us. Livenet may change this access information at any time.

Representations and Warranties

During the use of this service, you may have interruptions and times when the services that you have subscribed to, do not work. Livenet has no control or authority over the networks or information that you visit when you use the service and as a result, has not liability.

Country of Agreement

This agreement is governed under the laws of Bermuda