

Carefully read the following terms and conditions of this agreement. By accessing and using the web hosting and electronic commerce services and associated software of RTC Internet, Inc. (“RTC Internet”), you (“Customer”) indicate the acceptance of the following terms and conditions and you agree to be bound by them. IF YOU DONOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT ACCESS OR USE THE RTC INTERNET WEB HOSTING AND ELECTRONIC COMMERCE SERVICES or associated software and promptly return the complete package including the software to RTC Internet.

This agreement constitutes the complete and exclusive statement of the agreement between you and RTC Inter- net with respect to the RTC Internet web hosting and electronic commerce services and associated software and SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, oral or written, and any other communications relating to the subject matter of this agreement.

Now, therefore, in consideration of the mutual covenants set forth herein, RTC Internet and Customer agree as follows:

1. Order Acceptance, Payment.

a. All orders are subject to acceptance by RTC Internet. An order will be deemed accepted by RTC Internet when RTC Internet provides confirmation of the order to Customer. This may occur in the form of a welcome email, letter delivered by USPS and/or verbal approval.

b. RTC Internet shall issue monthly invoices or charge Customer’s credit/debit card for the applicable set-up fees and monthly fees according to the Package(s) (as defined below) selected by Customer and provided by RTC Internet. Such fees and charges shall include, without limitation, the fees for connectivity, design services, and charges by any and all third parties whose materials are included as part of the Package(s). RTC Internet reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to Customer. Customer must provide RTC Internet with a valid billing address or credit/debit card number to which RTC Internet will automatically charge all RTC Internet fees as they become due. All monthly fees and set-up fees shall be due in advance of the month incurred and all additional charges shall be due at the end of the month in which such charges are incurred. Except as provided in Section 3, the set-up fees are nonrefundable and RTC Internet does not issue pro rata refunds for fees paid in advance. If payment by Customer’s credit card is denied, or Customer’s charge is returned to RTC Internet for any reason, including charge back or Customer otherwise fails to make any payments owing to RTC Internet, RTC Internet may, at RTC Internet’s sole discretion, suspend or terminate access to the RTC Internet Services and/or terminate this Agreement. Customer’s right to use the RTC Internet Services is subject to any limits established by RTC Internet or by the issuer of Customer’s credit card. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) will accrue daily on any unpaid balance, which is more than thirty (30) days overdue. Customer shall be responsible for any and all taxes related to this Agreement.

2. RTC Internet Services

a. During the term of this Agreement, RTC Internet shall provide software services to Customer according to the Package(s) accepted by Customer (the "RTC Internet Services"). "Package" means one of RTC Internet business, consumer and/or electronic commerce service offerings, as can be found on RTC Internet's Web site at www.catt.com. The specific Package to be provided to Customer shall be established by correspondence between the domain name to the Contracted Registrar, which in turn supplies the Domain Name to third parties. RTC Internet will be the sole billing and technical contact for the Domain Name.

3. Limited 30-Day Money-Back Guarantee

RTC Internet offers a thirty (30) day money back guarantee on each Package. If Customer is not completely satisfied with the RTC Internet Services provided under such Package within the first thirty (30) days, Customer may cancel this Agreement by notifying RTC Internet by calling the telephone number listed in Section 8C or writing to the address listed in Section 8C. In such case, Customer will receive a full refund of any amounts paid pursuant to this Agreement, except for set-up fees, which are nonrefundable. After the initial thirty (30) day period, the RTC Internet Services shall be deemed accepted for all purposes, provided no written claim has been received by RTC Internet within such thirty (30) day period.

4. Third-Party Providers

In order to access and use the RTC Internet Services, Customer may be required to subscribe to other RTC Internet services offered under separate agreements, including, but not limited to, the RTC Internet Service Agreement. This Agreement does not in any way modify the terms of such agreements. In addition, Customer acknowledges that in order to access certain of the RTC Internet Services, Customer may have to agree to and execute agreements with third party providers who may charge Customer fees and charges which are in addition to the fees and charges imposed by RTC Internet.

5. Rules and Regulations

From time to time RTC Internet may impose reasonable rules and regulations regarding the use of the RTC Internet Services. Such rules and regulations are called acceptable use policies and are posted on RTC Internet's web site at our acceptable use policy page. All such acceptable use policies are incorporated by reference into this Agreement as if fully set forth herein.

6. License Grant

During the term of this Agreement, RTC Internet grants to Customer a non-exclusive, personal, non-transferable license to access and use the RTC Internet Services solely on and as part of RTC Internet's World Wide Web site and servers. RTC Internet may modify the RTC Internet Services at any time for any reason and may provide modified versions of the RTC Internet Services to Customer.

7. Intellectual Property Rights.

Customer acknowledges and agrees that the RTC Internet Services may constitute confidential and proprietary information of RTC Internet and its licensors and embodies trade secrets and intellectual property of RTC Internet and its licensors protected under United States copyright and other laws and international treaty provisions. Customer further acknowledges that all right, title, and interest in and to all parts of the RTC Internet Services, including, without limitation, associated intellectual property rights, are and shall remain with RTC Internet and its licensors. Customer shall not, and shall cause its employees and agents not to, disclose or transfer any portion of the RTC Internet Services to any third party. Customer further agrees not to translate, decompile, reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, re-market or otherwise dispose of any portion of the RTC Internet Services. Customer hereby acknowledges that, if RTC Internet at any time or from time to time performs any customizations or modifications to RTC Internet Services, all rights and interests to such customizations or modifications shall be the sole property of RTC Internet.

Customer agrees not to post any items to its website that are protected by intellectual property laws (patent, trademark and copyright) without the express written permission of the owner of the intellectual property being used. Violation of this section is governed by RTC's Acceptable Use Policy [include link] and may result in termination of your service, resulting in the loss of all data contained on the website.

8. Term and Termination.

a. This Agreement shall have an initial term of one (1) month and shall thereafter automatically renew for successive one (1) month periods. This Agreement and Customer's access to the RTC Internet Services shall terminate as follows: (i) Either party may terminate upon thirty (30) days prior notice; (ii) RTC Internet may immediately and without prior notice terminate upon a violation by Customer of RTC Internet's acceptable use policies; (iii) RTC Internet may terminate immediately and without prior notice in accordance with Section 1; and (iv) RTC Internet may terminate immediately if, after 15 days prior notice to Customer, Customer has failed to correct any breach of this Agreement.

b. Upon any termination in accordance with Section 8(A)(i), RTC Internet shall permit Customer forty-eight (48) hours to download or otherwise copy any of Customer's information and data residing on RTC Internet's facilities prior to removing such information and data from RTC Internet's facilities. Upon termination by RTC Internet under Sections 8(A) (ii), (iii) or (iv), RTC Internet may immediately remove all of Customer's data and information from RTC Internet's facilities and Customer shall have no right to copy or download such data or information, and, in such event, all such information and data, including all copyrighted or copyrightable material therein, shall then become the property of RTC Internet. In cases where Customer's account has been cancelled, and Customer is requesting reactivation, RTC Internet, at its option, may reactivate the same account, only if the account had been cancelled less than sixty (60) days prior. After sixty (60) days, Customer will be required to set up a new account.

c. To cancel an RTC Internet web hosting, domain name services or electroniccommerce services, Customer should call RTC Internet at (706) 965-2288 or send a request via mail to RTC Internet, PO Box 869, Ringgold, GA 30736, and Attention: Customer Service. For assurance of delivery, RTC Internet recommends that requests for cancellation be sent via certified mail.

d. Sections 1, 7, 8, 9, 10, 11, 12, 13, 14 and 15 shall survive any termination of this Agreement.

9. Exclusion of Warranties.

RTC INTERNET PROVIDES THE RTC INTERNET SERVICE ON AN "ASIS" BASIS, AND

WITHOUT ANY WARRANTY OF ANY KIND, whether expressed or implied, including, but without limitation, any implied warranty of merchantability, or fitness for a particular purpose. While RTC Internet makes reasonable efforts to maintain the RTC Internet service, many factors are not with-in RTC Internet's control. Therefore, RTC Internet does not warrant, and is not responsible for (even if caused by the negligence of RTC Internet) any loss of data, delays, non-delivery or mis-delivery of information, lack of access, slow response time, or service interruptions or errors. Loss, delay or non-delivery of data can be due to but not limited to RTC Internet's own negligence, viruses or other third parties. Customer's data is defined as any data held by RTC Internet and includes account information, web hosting data, email and domain name services. This disclaimer and waiver shall apply equally to any and all third party providers. RTC Internet provides no warranty to customer regarding the accuracy of usage statistics, which RTC Internet may provide in its discretion. Further, no advice or information given by an RTC Internet representative shall create a warranty or serve as an amendment to this agreement.

RTC Internet has the right to change prices, or add or delete product features of any existing product or service. The right to change products or services extends to any software supporting a product or service. RTC Internet reserves the right to change prices or material features at any time upon 30 days prior notice. RTC Internet reserves the right to institute new fees or new material features at any time upon 30 days prior notice. RTC Internet has the right to discontinue products or services and the right to remove or reassign IP addresses of a customer's web site. RTC Internet also has the right to deactivate a customer's service with a thirty (30) day notice. Except for certain products and services specifically identified as being offered by RTC Internet, RTC Internet 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 otherwise be offensive to you. RTC Internet 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.

10. Limitation of Liability and Damages

THE TOTAL AGGREGATE LIABILITY OF RTC INTERNET TO CUSTOMER SHALL BE LIMITED TO THE AMOUNT PAID TO RTC INTERNET BY CUSTOMER HEREUNDER DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM IN WHICH RTC INTERNET IS LIABLE TO CUSTOMER. IN NO EVENT SHALL RTC INTERNET BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR LOSS OF BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, OR OTHERWISE AND WHETHER OR NOT RTC INTERNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Confidentiality

Customer acknowledges that by reason of its relationship with RTC Internet, it may have access to certain information and materials relating to RTC Internet's business, customers, software technology and marketing which RTC Internet treats as confidential (collectively "Confidential Information"). Customer shall: (i) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of RTC Internet; and (ii) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

12. Indemnification.

Customer shall indemnify and hold RTC Internet harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that Company may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement (including reasonable attorney's fees) and for any act or omission of Customer or its clients which are in any way related to the RTC Internet Service.

13. Export Control.

Customer agrees not to export or re-export any portion of the RTC Internet Service outside of the United States. Customer further agrees to comply with all United States and other applicable laws, rules and regulations relating to the export, re-export or transshipment of the RTC Internet Services.

14. Export Majeure

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, labor disputes and strikes, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

15. Miscellaneous

Customer may not assign its rights or delegate any of its duties under this Agreement without our prior written consent of RTC Internet, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of partners or joint ventures. RTC Internet may subcontract any work, obligations or other performance required of RTC Internet under this Agreement without consent of Customer. Other than the termination of this agreement, all notices provided hereunder sent by email, mail or certified mail to RTC Internet will be effective upon transmission. RTC Internet has the right to amend the Agreement from time to time, and will do so by posting the new Agreement on the RTC Internet web site at our Terms and Conditions page.