

Terms and Conditions of Connection

This agreement is between _____ located at _____ hereinafter referred to as Subscriber, and InterWorld Communications, Inc., 222 N. Sepulveda Blvd. Suite 1501 , El Segundo, California, 90245, hereinafter referred to as InterWorld. The Subscriber and InterWorld are collectively referred to as the Parties. Whereas the Subscriber desires to become affiliated with InterWorld, for the purposes of using the services of InterWorld.

Now therefore, the Parties agree as follows:

1. InterWorld agrees to allow Subscriber to connect the computing facilities at Subscriber's site to InterWorld's computing facilities and to transmit data to/over the InterWorld Network, and/or host Subscriber's data on InterWorld's computer(s), in accordance with the terms of these Subscription rules and the InterWorld's acceptable Use Policy, which follows:

A.) InterWorld services are only to be used for lawful purposes. Any transmission or re transmission of material in violation of any federal or state laws and /or regulations is expressly prohibited. This extends to, includes, but is not limited to: any copyrighted materials or communications judged to be threatening or obscene. As customer of InterWorld and a user of our services you as an Individual and Your Company agree to indemnify and to hold harmless InterWorld from ANY and ALL claims resulting from your use of the service, which causes damage to you or any other party. InterWorld shall not be liable either in contract or in tort, for protection from authorized access of its customer's transmission facilities or customer owned premise equipment, or for unauthorized access to or alteration, theft or destruction of a customer's data files, programs, or information through accident, fraudulent means or devices, or any other method, even should damages caused by a customer, through fault, negligence or failure to perform customer's responsibilities, claims against a customer by any other party, any act or omission of any party furnishing services and or products, or for the installation and/or removal of any and all equipment supplied by InterWorld. Any traffic which is disruptive or destructive of any source is absolutely prohibited.

B.) If data from any source leaves InterWorld and enters any other network, that data must follow the acceptable use rules of the entered network (including member networks, regional or backbone networks). It is the responsibility of the Subscriber where this traffic entered InterWorld to meet this requirement.

C. As an InterWorld customer you may not sell, re-sell, assign or transfer your service order without the prior written consent of InterWorld.

D.) InterWorld will not be responsible for any damages you or your business suffer. InterWorld makes NO warranties of any kind, expressed or implied for service we provide. InterWorld is NOT responsible for loss of data resulting from delays, non deliveries, wrong deliveries, and any and all service interruptions, caused by InterWorld and its employees by its own negligence or your errors or omissions.

2. Neither Party shall have the right to use the other's name, trademark or tradename or refer to this agreement in connection with any product, promotion, or publication without prior written consent of other Party.

3. This agreement will be effective upon delivery of the subscribers connection to the InterWorld network and may be terminated by either Party immediately upon written notice to the other Party provided, however, that the provisions of Paragraph 4 and 5 shall survive any termination. Subscriber is thus responsible for any outstanding service fees.

4. InterWorld, any and all other participating contractors, and its directors, officers and employees are not authorized to make any affirmation of fact or warranty with respect to the software or hardware supplied under this Agreement and InterWorld HEREBY EXPRESSLY DISCLAIMS ALL EXPRESSED AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT OR PROPRIETARY INTERESTS AND SHALL NOT BE LIABLE TO SUBSCRIBER FOR DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE INTERWORLD'S HARDWARE OR SOFTWARE..

5. The Subscriber shall indemnify and hold InterWorld, its directors, officers, employees and agents harmless from and against any and all damages, liabilities, losses, costs and expenses, including reasonable attorney's fees, arising out of or related to Subscriber's use of the Network or Subscriber's breach of the terms and conditions of this Agreement.

6. This Agreement and the legal relationship between the Parties shall be governed by the laws of the State of California.

7. This Agreement is the sole Agreement between the Parties respecting the subject matter hereof. Subscriber has read this Agreement and fully understands the terms thereof. This Agreement supersedes all prior agreements and understandings, whether oral or written. This Agreement may only be changed or terminated in writing, signed by both Parties.

The above mentioned terms and conditions have been read and accepted as the minimum acceptable use policies of InterWorld Communications, Inc.

Subscriber _____ Dated _____