

Cyberchute Hosting Service Policy

ALL HOSTING CHARGES ARE PAYABLE IN ADVANCE ONLY. Tim Trott Audio, Inc. (TTA) reserves the right to suspend any or all services for any invoice for any amount that exceeds 60 days past due. Credit will NOT be issued for suspended service time. Questions regarding any charges must be raised prior to the due date on the invoice on which those charges occur. All charges are considered final at the due date.

As an Internet service provider ("ISP"), TTA, Inc. / Cyberchute and Registered Operators And Management offers its members the means to acquire and disseminate a wealth of public, private, commercial and noncommercial information. TTA, Inc. / Cyberchute and Registered Operators And Management also wants its members to be fully informed of their rights and obligations -- and those of TTA, Inc. / Cyberchute and Registered Operators And Management -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of each customer's respective services agreement (the "Services Agreement"), is intended as a plain English guide to those rights and obligations. This posting to the public areas of this system is sufficient proof of acceptance of delivery and acceptance by default of these policies on behalf of the respective member agreeing to use services and facilities supplied by the listed provider.

The fundamental fact about the Internet is that no one --neither TTA, Inc. / Cyberchute and Registered Operators And Management, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When members obtain information through the Internet, they must keep in mind that TTA, Inc. / Cyberchute and Registered Operators And Management cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that members may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because TTA, Inc. / Cyberchute and Registered Operators And Management cannot monitor and censor the Internet, and will not attempt to do so, TTA, Inc. / Cyberchute and Registered Operators And Management cannot accept any responsibility for injury to its members or the public that results from inaccurate, unsuitable or offensive Internet communications.

When members disseminate information through the Internet, they also must keep in mind that TTA, Inc. / Cyberchute and Registered Operators And Management does not review, edit, censor or take responsibility for any information its members may create. This places on members what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over TTA, Inc. / Cyberchute and Registered Operators And Management facilities and may reach a large number of people, including both members and nonmembers of TTA, Inc. / Cyberchute and Registered Operators And Management, members' postings to the Internet may affect other members and may harm TTA, Inc. / Cyberchute and Registered

Operators And Management's goodwill, business reputation and operations. For these reasons, members violate TTA, Inc. / Cyberchute and Registered Operators And Management policy and the Services Agreement when they, their affiliates or subsidiaries engage in the following activities:

Spamming -- Unsolicited, commercial mass e-mailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward TTA, Inc. / Cyberchute and Registered Operators And Management, but also because it can overload TTA, Inc. / Cyberchute and Registered Operators And Management's equipment and disrupt service to TTA, Inc. / Cyberchute and Registered Operators And Management members.

Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringing party, and can involve the ISP in litigation and possible loss of reputation.

Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ISP whose facilities were used to distribute the defamatory material.

Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.

Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.

Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.

Other Activities, whether lawful or unlawful, that TTA, Inc. / Cyberchute and Registered Operators And Management determines to be harmful to its members, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. TTA, Inc. / Cyberchute and Registered Operators And Management will not, as an ordinary practice, monitor the communications of its members to ensure that they comply with TTA, Inc. / Cyberchute and Registered Operators And Management policy or applicable law. When

TTA, Inc. / Cyberchute and Registered Operators And Management becomes aware of harmful communications, however, it may take any of a variety of actions. TTA, Inc. / Cyberchute and Registered Operators And Management may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including termination of a subscriber's contract with TTA, Inc. / Cyberchute and Registered Operators And Management.

TTA, Inc. / Cyberchute and Registered Operators And Management also is aware that many of its members are, themselves, providers of Internet services, and that information reaching TTA, Inc. / Cyberchute and Registered Operators And Management's facilities from those members may have been originated by customers of those members or other third parties. TTA, Inc. / Cyberchute and Registered Operators And Management does not require its members who offer Internet services to monitor or censor transmissions created by customers of its members. At the same time, members who knowingly transmit materials that violate law or TTA, Inc. / Cyberchute and Registered Operators And Management policy are, themselves, in violation of TTA, Inc. / Cyberchute and Registered Operators And Management policy. Similarly, TTA, Inc. / Cyberchute and Registered Operators And Management anticipates that members who offer Internet services will cooperate with TTA, Inc. / Cyberchute and Registered Operators And Management in any corrective action that TTA, Inc. / Cyberchute and Registered Operators And Management deems necessary, in order to correct and prevent the transmission of material that is harmful to TTA, Inc. / Cyberchute and Registered Operators And Management or its members. Failure to cooperate with such corrective and preventive measures is a violation of TTA, Inc. / Cyberchute and Registered Operators And Management policy.

TTA, Inc. / Cyberchute and Registered Operators And Management also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, TTA, Inc. / Cyberchute and Registered Operators And Management urges its members to assume that all of their on-line communications are insecure.

TTA, Inc. / Cyberchute and Registered Operators And Management can not take any responsibility for the security of communications transmitted over TTA, Inc. / Cyberchute and Registered Operators And Management's facilities. TTA, Inc. / Cyberchute and Registered Operators And Management will comply fully, however, with all applicable laws concerning the privacy of its members' on-line communications. In particular, TTA, Inc. / Cyberchute and Registered Operators And Management will not intentionally monitor or disclose any private electronic mail messages sent or received by its members unless required to do so by law. TTA, Inc. / Cyberchute and Registered Operators And Management may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, TTA, Inc. / Cyberchute and Registered Operators And Management may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, TTA, Inc. / Cyberchute and Registered Operators And Management may disclose information transmitted over its facilities where necessary to protect TTA, Inc. /

Cyberchute and Registered Operators And Management and its members from harm, or where such disclosure is necessary to the proper operation of the system.

TTA, Inc. / Cyberchute and Registered Operators And Management expects that its members who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate TTA, Inc. / Cyberchute and Registered Operators And Management policy. Finally, TTA, Inc. / Cyberchute and Registered Operators And Management wishes to emphasize that in signing the Services Agreement, members indemnify TTA, Inc. / Cyberchute and Registered Operators And Management for any violation of the subscriber of the Services Agreement, or of law or TTA, Inc. / Cyberchute and Registered Operators And Management policy, that results in loss to TTA, Inc. / Cyberchute and Registered Operators And Management or the bringing of any claim against TTA, Inc. / Cyberchute and Registered Operators And Management. This means that if TTA, Inc. / Cyberchute and Registered Operators And Management is sued because of activities of the subscriber that violate any law, the Services Agreement or this policy (which is part of the Services Agreement), the subscriber will pay any damages awarded against TTA, Inc. / Cyberchute and Registered Operators And Management, plus costs and reasonable attorneys' fees.

We hope this Policy Statement is helpful in clarifying the obligations of Internet users, including TTA, Inc. / Cyberchute and Registered Operators And Management and its members, as responsible members of the Internet. This policy may be subject to change or modification at any time without notice.