

**QUADSIMIA, LLC**  
**Terms and Conditions for QUADLINK.net**

QUADLINK.net is a subsidiary division of QUADSIMIA, LLC.

QUADSIMIA, LLC provides network computing, information services, Internet dial-up service, as well as access to network computing telecommunications, software, and information services provided by others via the Internet (collectively referred to as "Network Service." The terms of these QUADSIMIA, LLC Terms and Conditions and the QUADLINK.net Subscription ("Subscription") constitute the entire and only agreement (collectively, the "Agreement") between QUADSIMIA, LLC and Member (collectively referred to as Member or Subscriber). This Agreement supersedes all other communications and agreements with regard to the subject matter hereof. Member's use or access of the Network Service constitutes full acceptance, agreement and understanding of the terms and conditions of the Agreement and any future modifications thereof.

**1. PROVISION OF SERVICES**

QUADSIMIA, LLC grants to Member a personal, non-exclusive, non-assignable and nontransferable right to use its Network Service subject to the terms of the Agreement. This includes Member's use of network computing, information services, Internet dial-up service, as well as the provision of access to network computing, software, and information services provided by others over the Internet. The resale of "Network Services" by Member is strictly prohibited.

**2. USE OF SERVICES**

2.1 Member accounts are for individual use only. Member shall maintain a secure password and take reasonable measures to prevent the unauthorized use of Member's password. Subject to all restrictions on the usage of software. Multiple members of the same household may share a single password; however, only one person is authorized to access the account at any given time on one password. A charge equal to the monthly service fee may be charged for additional concurrent login sessions within a billing period or commercial activities within an individual dial-up account.

2.2 Minimum Age. The Subscriber represents that he or she is at least 18 years of age. A parent or guardian may subscribe for or on behalf of anyone who is less than 18 years of age, and the parent or guardian shall be personally bound by this Agreement as the Subscriber and shall be responsible for the conduct of any user under the age of 18 accessing the account.

2.3 Member shall disconnect from the Network Service after any login connection is idle for ten (10) minutes. QUADSIMIA, LLC reserves the right to terminate an idle connection if it exceeds ten (10) minutes.

2.4 Member data may only be stored in Member's home directory. Use of other disk space is prohibited except by QUADSIMIA, LLC system programs making temporary use of the public temporary storage areas.

2.5 Commercial posting to non-commercial newsgroups or postings which are directed to inappropriate, unrelated is prohibited. All postings to USENET must comply with the etiquette guidelines by QUADSIMIA, LLC and/or with the posted charter of newsgroup(s) to which the Member is posting. Non-compliance with these rules will result in the termination of Member account without prior notification.

2.6 Member may use QUADSIMIA, LLC Network Service for lawful purposes only. All uses by Member of QUADSIMIA, LLC's Network Service shall comply with all local, state, and federal laws as well as, all rights, obligations, limitations or other interests of any third person or entity. Member shall not use the Network Service to conduct any business or activity or solicit the performance of any activity that is prohibited by law, including but not limited to the transmission of material determined to be threatening or obscene, copyrighted material, or material protected by trade secret.

2.7 Member shall not use any process, tool, program or other method over the Network Service or any other network systems to ascertain another Member's password. Member shall not use the Network Service to make unauthorized access or attempt unauthorized access to the systems and/or networks of QUADSIMIA, LLC or others.

2.8 MEMBER'S USE OF THE SERVICE IS AT MEMBER'S SOLE RISK. NEITHER QUADSIMIA, LLC NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER QUADSIMIA, LLC NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

**3. USE OF MATERIALS**

3.1 MEMBER RECOGNIZES THAT INFORMATION OR MATERIAL AVAILABLE OVER THE INTERNET AND PASSING THROUGH THE NETWORK SERVICE MAY BE OFFENSIVE, INACCURATE, OR UNAVAILABLE AND THAT QUADSIMIA, LLC, ITS LICENSORS, EMPLOYEES OR AGENTS HAVE NO CONTROL WHATSOEVER OVER THE CONTENT, QUALITY, ACCURACY, VALIDITY, OR AVAILABILITY OF THE INFORMATION OR MATERIAL PASSING THROUGH THE NETWORK SERVICE. QUADSIMIA, LLC, ITS LICENSORS, EMPLOYEES OR AGENTS DO NOT WARRANT, EITHER EXPRESSLY OR IMPLIED, THE CONTENT, QUALITY, ACCURACY, VALIDITY, OR AVAILABILITY OF ANY INFORMATION OR MATERIAL PASSING THROUGH THE NETWORK SERVICE. MEMBER AGREES THAT IT WILL NOT HOLD QUADSIMIA, LLC, ITS LICENSORS, EMPLOYEES OR AGENTS RESPONSIBLE FOR THE CONTENT, QUALITY, ACCURACY, VALIDITY OR AVAILABILITY OF INFORMATION OR MATERIAL PASSING THROUGH THE NETWORK SERVICE. THE USE OF INFORMATION OR MATERIAL OBTAINED FROM OR THROUGH THE NETWORK SERVICE IS AT THE SOLE RISK OF THE MEMBER.

3.2 The uploading or downloading of copyrighted materials using the Network Service shall be done in accordance with all applicable state, federal, and international law, as well as any rights, obligations, limitations and other interests of third parties or entities.

**4. FEES AND PENALTIES**

4.1 Payment for the use of the Network Service shall be made in advance for each month's service and shall be due on the 1st or the 15<sup>th</sup> day after the anniversary of account signup. Monthly service charges on new accounts will be prorated as to the earliest accounting cycle proration date. Monthly service charges for canceled accounts will not be prorated.

4.2 A delinquent account is one that remains unpaid at the beginning of the next accounting cycle. Accounts that are delinquent by one accounting cycle may be put on "Accounting Hold" and cannot be used. Subscriber acknowledges that QUADSIMIA, LLC will cancel account and QUADSIMIA, LLC has no obligation to maintain any or all of Subscriber's records. Subscriber agrees that there is a reactivation fee of no less than \$35 to remove account from an "Accounting Hold."

4.3 An interest charge of 1 1/2% per month (18% per year), or the maximum allowed by applicable law, shall be charged on all delinquent amounts until paid in full. Member agrees to pay all costs of collection, including court costs and attorney's fees, that QUADSIMIA, LLC may incur in collecting Member's delinquent account.

4.4 If the account is paid by check and a check is returned unpaid, the account will be subject to a returned check fee of \$25.00.

## **5. TERMINATION AND CANCELLATION**

5.1 Member may cancel the account upon written notice received by QUADSIMIA, LLC in its main office regular mail at least five (5) days prior to the 1st day of the next accounting cycle. Cancellation of the account does not relieve Member of responsibility for any past due amounts owed at the time of cancellation.

5.2 Upon cancellation of its account, Member's directory and any data stored thereon will be deleted. It is the sole responsibility of Member to ensure that all data is retrieved from Member's home directory prior to cancellation of the account.

5.3 QUADSIMIA, LLC reserves the right in its sole discretion to suspend or terminate Member's account at any time. Termination or cancellation of the account by either party shall not act as a waiver of any breach of the Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under the Agreement.

## **6. INDEMNIFICATION AND LIMITATION OF LIABILITY**

6.1 Member agrees to indemnify and hold QUADSIMIA, LLC harmless from any claims or damages, including attorney's fees, arising from or out of Member's use or misuse of the Network Service.

6.2 Under no circumstances and under no legal theory, tort, contract, or otherwise, shall QUADSIMIA, LLC be liable to Member or any other person or entity for any direct, indirect, incidental, special or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, delay, non-deliveries, mis-deliveries, or service interruptions or any and all other damages or losses, in excess of the current month's service charge caused by its own actions, omissions or negligence or by the actions, omissions or negligence of others. This applies to any damages also incurred due to viruses, or software bugs introduced by Members, the Internet, or QUADSIMIA, LLC's Network Services. This limitation applies even if QUADSIMIA, LLC shall have been informed of the possibility of such claims or damages.

## **7. ABUSE OF SERVICES**

7.1 Any use of the Network Service that disrupts the normal use of the Network Service for other QUADSIMIA, LLC members is considered to be an abuse of services and is grounds for intervention by QUADSIMIA, LLC.

7.2 Modification, alteration, reverse engineering, recompilation, disassembly or creation of derived works based on QUADSIMIA, LLC's proprietary protocols is an abuse of services.

### **Commercial e-mail:**

Sending unsolicited commercial e-mail is prohibited. Using an e-mail address to collect responses from unsolicited commercial e-mail is prohibited. In the event of such act is, the Member agrees to pay a minimum penalty of \$500, not limited to any other associated fees or penalties incurred by QUADSIMIA, LLC which the Member will be responsible.

### **Mail bombing:**

Sending large volumes of unsolicited e-mail is prohibited. In the event of such act is, the Member agrees to pay a minimum penalty of \$500, not limited to any other associated fees or penalties incurred by QUADSIMIA, LLC which the Member will be responsible.

### **Harassment:**

Sending threatening or harassing e-mail after being requested to stop, is prohibited. Extremely threatening or harassing e-mail is prohibited always.

QUADSIMIA, LLC considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by QUADSIMIA, LLC terms and conditions of service. Engaging in one or more of these practices will result in termination of the offender's account and/or access to all current and future QUADSIMIA, LLC services.

Nothing contained in this policy shall be construed to limit QUADSIMIA, LLC'S actions or remedies in any way with respect to any of the foregoing activities, and QUADSIMIA, LLC reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the QUADSIMIA, LLC service, and levying cancellation charges to cover QUADSIMIA, LLC costs in the event of disconnection of dedicated access for the causes outlined above. In addition, QUADSIMIA, LLC reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

## **8. MISCELLANEOUS**

8.1 Any provision or condition of any purchase order, voucher, or other memorandum of Member which is in any way inconsistent with, or adds to, the provisions of the Agreement is null and void. The Agreement shall not be modified by either the course of conduct between the parties nor trade practice.

8.2 QUADSIMIA, LLC may without notice amend or supplement the Agreement as it deems necessary without permission or consent of Member. A Member's use of the Network Service after any amendment of the Agreement constitutes Member's acceptance and agreement to any amendment. QUADSIMIA, LLC may, without the permission or consent of member, discontinue or change the Network Service.

8.3 QUADSIMIA, LLC May, upon 30 days notice, change the service charge for Member accounts.

8.4 This agreement shall be governed by and construed under the law of the State of New York applicable to agreements made and to be performed in New York. Jurisdiction of any and all disputes arising from or out of this Agreement shall be exclusively in the courts of New York.

8.5 Except as otherwise specified, the rights and remedies granted to a party under the Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies available to the parties at law or equity.

8.6 If any provision of the Agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

8.7 The captions and headings used in the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement.