

Usage Agreement

Century Direct
Terms and Conditions
Web Site Services

Please read these terms and click Accept to proceed.

Acceptance Of Terms

Century Direct, ("Licensor"), is pleased to provide you (or "User") with Web site products and services. Your use of any Century Direct service and/or clicking the "I Accept" button at the bottom of this page indicates your complete and unconditional acceptance of the terms and conditions set forth in this Terms of Service Agreement ("Agreement"). Please take a moment to carefully review this Agreement. If there are any terms or conditions that you do not understand, please seek professional advice. This Agreement shall constitute the entire Agreement between you and Licensor. Licensor may change this Agreement at any time, for any reason, without notice to you, and such changes shall be effective immediately. Your continued access and use of the Services shall be construed as your conclusive acceptance of this Agreement, including any changes thereto.

Term and Renewal

This Agreement shall be for an initial term of one (1) month and shall constitute a binding agreement between you and Licensor (the "Parties"). This Agreement shall be automatically renewed for successive one (1) month terms until it is terminated in accordance with the termination provisions herein.

Description of Services

Licensor may provide you with one or more of the following features on your Web site depending on the package that you select: business Web site and intranet creation services, business-related Web site pages, third party Content, storage space, Intranet, e-commerce capabilities, domain names, e-mail accounts, chat and messaging services along with Web site hosting, maintenance and support services (collectively, the "Services"). Unless explicitly stated otherwise, any new feature that augments or enhances the Services, shall be considered to be part of the Services. Licensor reserves the right to modify, suspend or discontinue the Services (or any part thereof), at any time, without notice to you. You expressly agree that you, or any related third party, shall not hold Licensor or its suppliers liable for any losses, damages or consequences whatsoever from such modification, suspension or discontinuation of the Services.

Use Of The Services

You may utilize the Services for personal or commercial purposes subject to the terms and conditions of this Agreement. If you use the Services for commercial purposes, you expressly agree to be solely responsible for all goods and services offered on your Web site, and represent and warrant that you have full power and authority under all appropriate laws, including any necessary licenses and permits from all applicable jurisdictions, to engage in the marketing and sale of said goods and services in connection with the Services. You are solely responsible for obtaining access to the Services and any related third party fees (such as Internet service provider fees or airtime charges) as well as any and all equipment necessary to access the Services. You hereby agree that Licensor or its suppliers may establish general policies and limits concerning your use of the Services, including without limitation: (i) the maximum number of days that e-mail messages, message board postings or

other uploaded Content will be retained by the Services; (ii) the maximum number of e-mail messages that may be sent from, or received by, a User of the Services; (iii) the maximum size of any e-mail message that may be sent from, or received by, a User of the Services; and (iv) the maximum disk space that will be allotted to a User. Furthermore, you expressly agree that Licensor or its suppliers have no liability for any losses, damages or consequences whatsoever resulting from deletion or failure to store any messages or communications or other Content or material maintained or transmitted by the Services. Licensor may remove Users from the Services that are inactive for an extended period of time. Licensor reserves the right, in its sole and absolute discretion, to change these general policies and limits at any time, without notice to you.

Grant Of Limited License

Your use of the Services requires you to use certain proprietary software, development tools and utilities of Licensor's suppliers ("Software"). Accordingly, Licensor and its suppliers grant you a personal, non-exclusive, non-assignable, non-transferable limited license to use the object code of the Software on a single computer during the term of this Agreement solely for the purpose of using the Services. Except as expressly permitted by Licensor or its suppliers, you may not modify, copy, reproduce, republish, transmit, display, license, create derivative works from, transfer, distribute or commercially exploit Content or materials owned or licensed by Licensor or its suppliers. You are expressly prohibited, directly or indirectly through any third party, from any of the following: (i) copying, modifying, creating a derivative work of, reverse engineering, reverse assembling or otherwise attempting to discover the source code of the Software; (ii) renting, leasing, selling, assigning, transferring, sublicensing, re-licensing, granting a security interest in, or gaining unauthorized access to the Software or Services; and (iii) accessing the Services by any means other than through the interface that is provided by Licensor for use in accessing the Services.

Prohibited Activities

Licensor has no obligation to screen the activity of, or Content provided by, Users of the Services. Licensor and its suppliers, however, reserve the right to monitor and terminate any User, including deactivation of their site(s), whom they believe, in their sole and absolute discretion, offer goods or services, or uses the Services to transmit, convey, display, post, e-mail, upload, download or otherwise make available Content, or any materials, that: (i) are libelous, defamatory, vulgar, obscene, offensive, indecent, pornographic, of a gambling nature, hateful, abusive, threatening, of a stalking nature, are objectionable or otherwise inappropriate; (ii) could potentially be harmful to minors; (iii) disclose personal private matters about any individual, company, organization or entity without the consent of said individual, company, organization or entity; (iv) contain viruses, worms, "Trojan horses" or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Services or any computer software, hardware or telecommunications equipment; (v) violate the property rights, including any applicable copyright, patent, trade secrets, or trademarks, of Licensor, its suppliers or any third party; (vi) use unsolicited or unauthorized advertising, promotional materials, junk mail, "spam" or any other form of promotional materials that are prohibited by applicable law; (vii) are posted anonymously, misrepresents or falsely states who you are when you are using the Services, such as impersonating any individual or entity; (viii) interfere with other Users use of the Services; (ix) are a violation, or potential violation of a contract or fiduciary responsibility (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (x) are a violation, or potential violation of any applicable local, state, national or international laws, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; (xi) could potentially subject Licensor or its suppliers to any civil or criminal liabilities; or (xii) could potentially harm the reputation or goodwill of Licensor or its suppliers. Furthermore, you explicitly agree that you shall not use the Services at any time to upload, download, transmit, convey or display any materials that violate, or potentially violate the policies outlined in this Section.

International Compliance

You agree to comply with all rules regarding online conduct and acceptable Content in the country in which you reside. Furthermore, you expressly agree to comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which you reside.

Protection Of Children

Licensors are concerned about the safety and security of its Users, especially children. Accordingly, Users of the Services must be 13 years of age or older. Parents or guardians who wish to allow their children under the age of 13 access and use of the Services, must expressly agree to all of the following conditions: (i) they are 18 years of age or older and a User of the Services; (ii) they are the parent or legal guardian of the child; and (iii) they will at all times monitor or otherwise supervise their child's use of the Services so as to protect them from Content, material and communications that are offensive, indecent, objectionable, harmful or dangerous. User further understands, acknowledges and agrees that by allowing a child to use the Services, they are allowing access to e-mail, message boards, chat and other material and Content that may be harmful or dangerous to children. Under no circumstances will Licensor or its suppliers be liable for any losses, damages or consequences whatsoever as a result of a child's access to the Services. Licensor hereby notifies you pursuant to 47 U.S.C. Section 230(d) that parental control notifications are commercially available that may assist you in limiting access to materials that may be harmful or dangerous to minors.

Price Changes & Payment Policy

You expressly understand, acknowledge and agree with the fees being charged for the Services and hereby authorize Licensor to automatically charge your credit card, debit your bank account or post all such fees to your phone bill. If Licensor is unable to process said fees to your credit card, successfully complete a bank draft, or transfer said fees to your telephone bill then this Agreement shall automatically terminate and your Web site and Services will be deactivated. All fees for the Services are payable in U.S. dollars. Licensor may, in its sole and absolute discretion, adjust upward or downward the fees it charges for the Services at any time, for any reason, without prior notice.

Cancellation Policy

Licensors offers a fifteen (15) day unconditional, money back guarantee period from the date of purchase and activation of the Services. If for any reason, you are not entirely satisfied with the product(s) at any time during or after this fifteen (15) day period, you may cancel the purchase and no new charges will be assessed to your account. No refunds shall be made for any reason. For assistance with cancellations, please contact Customer Service at 1.877.388.0442; all cancellations must be made by the authorized party and will be provided with a cancellation confirmation number. Any amounts owed prior to the cancellation date must be paid in full.

Content

You agree that all information, data, text, software, music, sound, photographs, graphics, video, messages and all other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the individual, organization or entity from which said Content originated. Accordingly, you are solely responsible for the accuracy, integrity and quality of any Content that you transmit, convey, display, post, e-mail, upload, download or otherwise make available via the Services. Licensor does not guarantee the accuracy, integrity or quality of any Content. You further understand, acknowledge and agree that by using the Services, you may be exposed to Content that is offensive, indecent, objectionable, harmful or dangerous. Under no circumstances will Licensor or its suppliers be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content; or for any losses, damages or consequences whatsoever incurred as a result of your

use of any Content transmitted, conveyed, displayed, posted, e-mailed, uploaded, downloaded or otherwise made available via the Services.

Materials Submitted To Licensor

Licensor and its suppliers do not claim ownership rights in any Content that you own, or are owned by a third party, and that you have provided for inclusion in the Services and/or incorporation onto your Web site. Accordingly, you are solely responsible for ensuring that said Content does not violate any of Licensor's policies or rights, or any third party's rights. With respect to materials that you submit or make available for inclusion on publicly accessible areas of the Services, you hereby grant Licensor and its suppliers the following world-wide, royalty-free, transferable, assignable and non-exclusive license(s), as applicable: (i) with respect to photos, graphics, audio or video you submit, or make available, for inclusion on publicly accessible areas of the Services, Licensor and its suppliers shall be granted the license to use, distribute, reproduce, modify, translate, reformat, adapt, publicly perform, prepare derivative works of, publish and publicly display such materials on the Services solely for the purposes for which such materials were submitted or made available. This license exists only for as long as you elect to continue to include such materials on the Services and will terminate at the time you remove, or Licensor removes, such materials from the Services; and (ii) with respect to materials other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Services, Licensor and its suppliers shall be granted a perpetual, irrevocable and fully sub-licensable license to use, distribute, reproduce, modify, translate, reformat, adapt, publicly perform, prepare derivative works of, publish and publicly display such materials (in whole or in part) and to incorporate such materials into other works in any format or medium now known or later developed. "Publicly accessible" areas of the Services are those areas that are intended by Licensor to be available to the general public.

Linking

The Web site may also contain links to other third party Web sites and resources. Since third party Web sites, including their Content, are outside the control of Licensor or its suppliers, you understand, acknowledge and agree that neither Licensor nor its suppliers are responsible or liable for any losses, damages or consequences whatsoever resulting from your access or use of third party Web sites or resources.

Communications From Licensor

You agree to receive all communications from Licensor, whether via telephone, facsimile, or e-mail, and expressly agree not to consider any such communication(s) as unsolicited. Refusal to receive such communications from Licensor, will constitute grounds for termination of this Agreement and deactivation of your Web site.

Privacy Policy

Licensor recognizes the importance of each User's privacy and agrees to take reasonable steps to ensure their privacy. Accordingly, Licensor shall not: sell, rent, show, divulge or otherwise share private information about Users with third parties other than its suppliers except for the following purposes: (i) providing products or services for each User; (ii) providing information to companies that provide products or services on behalf of Licensor, provided however, that these companies do not have the right to use such information beyond what is necessary to provide said products or services to Licensor; or (iii) responding to any subpoenas, legal processes or court orders.

No-Spam Policy

Licensor does not tolerate spamming by any User. Licensor defines spamming as sending unsolicited commercial e-mail that: (i) is addressed to someone with whom you have never had a business or personal relationship or

who has not requested or consented to receipt of the e-mail message; (ii) could potentially lead to criticism and complaints of Licensor, its suppliers or its Services; (iii) is offensive, vulgar, libelous, defamatory, obscene, indecent, pornographic, of a gambling nature, hateful, abusive or otherwise inappropriate; (iv) petitions for signatures; (v) violates, or potentially violates any law or statute in any applicable jurisdiction; (vi) does not provide a clear and easy means to unsubscribe from the mailing list; (vii) conceals the identity of the sender, their return address, or the e-mail address of origin; or (viii) violates any third party's rights. Licensor reserves the right, in its sole and absolute discretion, to immediately terminate this Agreement and deactivate your Web site if it believes you are: (a) using the Services to spam others for any reason whatsoever, (b) spamming others in an attempt to promote, advertise or market your Web site or its Contents; or (c) spamming others in an attempt to solicit or drive business to your Web site.

Termination At Will

Either Party may terminate this Agreement, for any reason whatsoever, with thirty (30) days written notice to the other Party. Users wishing to terminate this Agreement and cancel the Services should contact Customer Service at 1.877.388.0442.

Termination For Cause

Licensor and its suppliers reserve the right to immediately terminate this Agreement and deactivate your Web site and Services if they believe, in their sole and absolute discretion, that you have: (i) violated, or threaten to violate, the terms of this Agreement; or (ii) created, or are creating, Web sites as a nuisance or in a deliberate attempt to degrade or otherwise interfere with the Services. Any User who is terminated for cause under this Section and whose Web site and Services have been deactivated hereby agrees to forfeit any and all rights, claims and/or causes of action against Licensor and its suppliers, including without limitation your rights to any refunds, or for any losses, expenses, damages or costs incurred as a result of such termination and deactivation.

Security

You will be fully responsible for maintaining the confidentiality of your passwords, and you will notify Licensor immediately if you believe that the security of your account has been compromised. NEITHER LICENSOR NOT ITS SUPPLIERS REPRESENT OR IN ANY WAY WARRANT THAT ACCOUNT INFORMATION WILL REMAIN SECURE. LICENSOR AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM ANY SECURITY BREACHES.

Ownership Of Intellectual Property

Licensor's suppliers are the exclusive owners of all right, title and interest in and to the Software and Services along with any and all related Intellectual Property Rights including, without limitation, all associated rights under the laws of copyright (including derivative works), trademarks and patent. Nothing in this Agreement shall be deemed to limit or restrict Licensor's suppliers from providing its Software, Services or technology to any third party for any purpose whatsoever, or in any way affect the rights granted to such other third parties. The use of any of the Software or Services shall in no way be construed by any User as granting or conferring upon them any Intellectual Property rights whatsoever. Furthermore, you expressly agree not to alter or delete any copyright notices or trademarks included in any Software or Services.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (1) YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. LICENSOR AND ITS

SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT; (II) LICENSOR AND ITS SUPPLIERS MAKE NO WARRANTY THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, AND (E) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (III) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL; AND (IV) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LICENSOR OR ITS SUPPLIERS OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT LICENSOR AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LICENSOR AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. LICENSOR AND ITS SUPPLIER'S ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, CLAIMS, DAMAGES OR LIABILITIES OF ANY KIND CAUSED BY THE SERVICES SHALL BE NO MORE THAN THE FEES PAID BY YOU.

Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Indemnity

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Licensor and its suppliers and THEIR PARENTS, affiliates OR SUBSIDIARIES and their respective officers, members, managers, employees, agents, licensors, directors, suppliers from, and against, all losses, expenses, damages and costs, including reasonable attorney's fees, resulting from: (I) any breach of any representation or warranty in this Agreement; (II) claims relating to the Services which are caused by your act or omissions by you OR any of your authorized ASSOCIATES; or (III) any third party claims of infringement of copyright, patent, literary, privacy, publicity, Trademark, service mark or any other personal, moral, contract, or property right of any person, or any other alleged inaccuracy, omission, or deficiency alleged to have occurred which resulted FROM your Content, the use of your web site and any products or services that are distributed or displayed through your Web site.

Dispute Resolution

Except for actions to: (i) protect intellectual property rights, confidential information, or any other proprietary rights; (ii) enforce the payment provisions of this Agreement; and (iii) to enforce an arbitrator's decision

hereunder; all disputes, controversies, and claims arising out of this Agreement shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The proceedings shall be held in Houston, Texas under the auspices of the AAA. As a minimum set of rules in the proceeding, the Parties agree as follows: a) any cause of action or claim you may have with respect to the Services must be commenced within one (1) year after such claim or cause of action arose or be forever barred; (b) the arbitration proceeding shall be held by a single arbitrator mutually acceptable to the Parties; (c) each Party shall equally bear the costs and fees of the arbitration proceeding, and each Party shall bear its own legal expenses; (d) any arbitration proceeding hereunder shall be conducted on a confidential basis; (e) the decision of the arbitrator shall be considered as a final and binding resolution of the dispute, and may be entered as a judgment in a court of competent jurisdiction within Harris County, Texas. Each Party agrees to submit to the jurisdiction of any such court for purposes of the enforcement of any such decision, award, order, or judgment; and (f) neither Party shall sue the other where the basis of the suit is a dispute over the express terms of this Agreement except for: injunctive relief for infringement or misappropriation of Intellectual Property Rights, confidential information or any other proprietary rights, enforcement of the payment provisions of this Agreement or enforcement of the arbitrator's decision in the event the other Party is not performing in accordance with the arbitrator's decision.

Miscellaneous

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without regard to its conflict of law provisions. Licensor may assign or transfer this Agreement and its rights and obligations herein without notice to you. You may not assign, pledge or otherwise transfer any interest in this Agreement whatsoever. This Agreement supersedes any prior understandings or written or oral agreements between Licensor and you relative to the subject matter, and there are no other representations, understandings or agreements between the Parties relative to the subject matter. If a court determines that a word, phrase, sentence, paragraph, Section or clause is unenforceable, illegal or void then it shall be severed and all of the other provisions of this Agreement shall remain operative and in full force and effect. No delay or omission by Licensor to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power of Licensor. A waiver by Licensor of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. The headings in this Agreement are for ease of reference and do not affect the construction of this Agreement. All notices and other communications required or permitted hereunder to Licensor shall be in writing and mailed by certified mail or express air courier, charges prepaid, to the following address: 2448 East 81st Street, Suite 2500, Tulsa, OK 74137.