

Payment

MFaXcess reserves the right to change rates by notifying the Customer thirty (30) days in advance of the effective date of the change. Fixed charges for the Service are billed in advance for the entire term of this agreement. Invoices are mailed to the Customer on the first day of the month of the contract term. Any usage-based charges are billed on a monthly basis regardless of the terms of the contract.

Invoices are NET 20 (due and payable within twenty (20) days of issue). If a Customer account is more than thirty (30) days overdue it will be assessed a late charge of 1.5% per month (or the maximum allowed by law) on the overdue balance. After such period, the Customer will be disconnected and removed from the MFaXcess databases.

MFaXcess will charge a reconnection fee if the Customer is disconnected due to non-payment. If a Customer payment is returned to MFaXcess unpaid, the Customer is immediately in default and subject to a returned check charge. If the Customer account must be referred for collection, the Customer will be liable for any and all collection costs, including any legal fees.

The Customer must pay for the Service even if the Customer could not use the Service for some or all of the current term, provided that the Service was properly working. The Customer is responsible for all use of the Service chargeable to his/her account, even if he/she did not authorize that use. The Customer will pay all fees and charges incurred by MFaXcess due to the use of the network by the Customer (such fees and charges include but are not limited to purchases made from MFaXcess, and surcharges incurred while using chargeable Internet services, etc.)

Service

MFaXcess exercises no control over, and assumes no responsibility for, the information passing through the MFaXcess network or the Internet. The Customer understands that he/she may find some of this information inaccurate, offensive, or illegal, and agrees that MFaXcess will not be held liable in any way for any damages resulting from the perusal or use of any information obtained while using the MFaXcess network. The Customer is fully responsible for the privacy, content, accuracy, quality, and liability of his/her communications.

License

MFaXcess grants the customer a non-assignable, non-transferable license to use the Service. The customer agrees not to sell, share, lend, or otherwise allow any other person or entity to access the Service.

Involuntary Disconnection

MFaXcess may disconnect the Customer at any time without prior notice if, in the sole opinion of MFaXcess, the Customer is violating any of these terms and conditions, or is using the Service in a way harmful to MFaXcess or to other members of the Internet Community. MFaXcess may exercise any and all other remedies permitted by law if damages result from the Customer's violation of any of these terms and conditions. The Customer's sole remedy in the case of improper disconnection is a credit for the duration of the disconnection, which credit shall be on a prorata basis and under no circumstances

whatsoever shall it exceed the base monthly dial-up charge for the month in which the improper disconnection occurred.

Security of Online Information

MFaXcess is not responsible for the security at the Customer site. The Customer understands that the Internet Community may include individuals who are willing and able to access his/her accessible Internet resources (including products, services, software, equipment, and or facilities) against his/her wishes, and that such unauthorized access may result in the theft, alteration, loss, or destruction of those resources. The Customer accepts the entire responsibility for protecting his/her Internet accessible resources from theft, alteration, loss or destruction due to unauthorized access by Internet users. MFaXcess accepts no liability for any damages suffered by the Customer due to unauthorized access by Internet users under any circumstances.

Acceptable Use Policy

The Customer may make any lawful use of the Service as well as any information, software, or content received through the use of the Service, with the exceptions detailed in this document. The Customer may not use the Service to perform any act or transmit any information that violates any international, federal, state, or local law and/or regulation. Use of the MFaXcess network for commercial purposes is both permitted and encouraged.

The Customer accepts sole responsibility to familiarize himself or herself with and abide by the policies of any other networks or political or administrative domains that his/her messages may traverse during the use of the Service. MFaXcess is not responsible for informing the Customer of the policies of any other network or political or administrative domain. The Customer agrees to make a bona-fide effort to respect the conventions of the Internet Community and any Internet resources that he/she may access.

Unsolicited mass/bulk mailings (also known as "Spamming") is not permitted. The Customer agrees not to perform unsolicited mass/bulk mailings or to otherwise interfere with or prevent the use of the Internet by any other member of the Internet Community.

The Customer agrees not to attempt to access, or to access any systems or information for which access has not been authorized by the owners of those systems or of that information. Use of the MFaXcess network constitutes acceptance of these terms and conditions.

The Service is licensed for use by a single user on a single computer. You may not run server software on your computer for an extended period of time, including but not limited to: FTP, Web or Hotline. To run such services, you must contact our office for dedicated or continuous connect information. If your computer has been connected for an excessive amount of time with only an automatic query that simply keeps the connection alive, this is considered abuse of the Service and may subject your account to termination without notice.

Guarantee

The Customer accepts the entire risk for his/her use of the Internet, with exceptions as outlined below. MFaXcess guarantees that the Customer will be satisfied with the Service. The MFaXcess network will be functional at least 95% of the term of this agreement. The sole remedy of the Customer in the case of damages or dissatisfaction arising from use of the Service is a prorata refund of the monthly base dial-up charge, which refund shall be limited to a refund of the monthly base dial-up charge for the month in which the damage or dissatisfaction occurs.

This guarantee is the limit of the liability of MFaXcess for any damages suffered by the Customer, even if such damages were caused by the acts, errors or omissions, including, but not limited to, intentional acts of any MFaXcess employee or authorized agent.

Indemnification

The Customer shall indemnify, defend, including reasonable attorney fees, and hold harmless MFaXcess, as well as their officers, directors, employees, agents and assigns, from any and all damages, claims, losses, liabilities, demands, or suits arising out of the use of the Service by the Customer or any other person or entity.

Changes to this Agreement

MFaXcess reserves the right to change or otherwise modify this Agreement at any time without the consent of the Customer. These said changes would become effective at the expiration of the current term, provided the Customer receives written notification prior to the expiration of the current term. Both the Customer and MFaXcess must approve changes to this agreement in writing. MFaXcess reserves the right to negotiate different Agreements with other customers.

Other Terms and Conditions

The Laws of the State of Maine govern this Agreement, and the courts of Maine, shall have exclusive jurisdiction over causes of action arising between the Customer and MFaXcess.

Failure to enforce any aspect of this agreement at any time does not constitute a waiver of the right to enforce that or any other aspect of this agreement at any other time.

The headings of the articles in this document are for convenience only and have no significance in the legal interpretation of this Agreement.

Invalid clauses are severable. If any part of this agreement is found by a court of competent jurisdiction to be invalid for any reason, the remainder of the agreement shall not be affected.

MFaXcess is not responsible for telephone company (local or long distance) charges incurred by customer attempting to reach the MFaXcess network.