

INTERNET ACCESS AGREEMENT

TERMS AND CONDITIONS

ATCJET.NET, L.L.C., a division of ATC COMMUNICATIONS

IMPORTANT

PLEASE READ THIS ENTIRE AGREEMENT BEFORE ACCESSING ATCJET.NET. YOU MUST READ AND ACCEPT THIS AGREEMENT BEFORE ACCESSING THE SERVICE. BY ACCEPTING THE AGREEMENT AND ACCESSING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE UNACCEPTABLE TO YOU, YOU SHOULD NOT ACCEPT THIS AGREEMENT OR ACCESS THIS SERVICE.

1. Service Description

ATCJET.NET is a service through which you can access the Internet. You are not being provided with the hardware (computer, modem, etc.) to access the Internet. You are responsible for obtaining or providing all telephone access lines, telephone and computer equipment (including modem), and other devices necessary to access the Internet through ATCJET.NET.

2. Internet Disclaimer

ATC Communications does not control the Internet. Rather, the Internet is the largest network of computer systems on the planet and no one is in charge. The information, services and products offered, available or accessible on the Internet generally are offered, available or accessible by third-parties who are not affiliated with ATC Communications or its affiliates. If you are injured by any information or services on our site, then you agree and understand that it was your choice to rely on that information or service. Any information, service or product provided or accessible on the Internet is obtained WITHOUT WARRANTIES OF ANY KIND BY ATC COMMUNICATIONS, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Portions of the Internet contain materials that are unedited, sexually explicit and may be offensive to you. By accessing the Internet, you are doing so at your own risk. ATC Communications has no responsibility for or control over any materials, information or services found on the Internet.

If you have children or other persons who you do not wish to access such material, you must personally monitor that child or person.

3. No Warranties

ATCJET.NET and the accompanying software provided by ATCJET.NET are being provided to you on an "AS IS, AS AVAILABLE" basis WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY

WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. No oral advice or written information given by ATC Communications, its employees, licensors or the like, shall create a warranty; nor shall you rely on any such information or advice.

4. Nonliability

Under no circumstances shall ATC Communications be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use ATCJET.NET or software, including, but not limited to, reliance on any information obtained through ATCJET.NET, or that result from mistakes, omissions, interruptions, deletion of files, data or email, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to your records, programs or services. You hereby acknowledge that this paragraph shall apply to all content, merchandise or services available through ATCJET.NET. In no event shall ATC Communications liability for damages exceed the amount paid for this service

ATC Communications reserves the right to dump, destroy or delete any data or information on this system without any notice to or consent from you.

5. Prohibited Acts

You shall not post, publish, transmit, reproduce, or distribute any information or material which would violate local, state or federal statutory or common law, or which would give rise to civil liability under any theory, including without limitation, defamation, libel, invasion of privacy, copyright, trademark or trade name violations.

You shall not restrict or inhibit any other person from using or enjoying the Internet. You shall not post or transmit any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component

We consider SPAM a threat to the integrity of our program. SPAM is any mass unsolicited message in the mediums of Newsgroups and Email. If you are found to have spammed, we reserve the right to immediately terminate your account. In addition, we will strongly consider litigation for each violation of this SPAM policy. We also reserve the right to determine what violates this policy.

6. Charges

You are responsible for the use of your account under any net name on your account BY ANY PERSON and for ensuing full compliance with this agreement by all users of your account.

Your account may not be transferred without prior written approval from ATC Communications and is subject to any limits established by ATC Communications.

You are also responsible for maintaining the confidentiality of your password. You are also responsible for all activities and charges resulting from the use of your account. You agree to pay all monthly membership fees, connect time charges, surcharges, and other charges incurred by you or the persons you allow to use your account.

Current rates for using ATCJET.NET may be obtained by contacting ATC Communications. ATC Communications reserves the right to change fees, surcharges, monthly membership fees or to institute new fees at any time upon 30 days prior notice. In the event that a member's account is terminated or cancelled, on-line time credited to your account is not convertible to cash or any other form of credit.

7. Electronic Monitoring

ATC Communications may electronically monitor ATCJET.NET and may disclose any content or records to satisfy any law, regulation or other governmental request or to properly operate ATCJET.NET and protect its members. Notwithstanding the foregoing, ATC Communications will not intentionally monitor or disclose any private email messages unless permitted or required by law or unless we suspect misuse.

8. Security and Privacy

While ATC Communications will try to maintain privacy, we cannot and do not guarantee security against intruders.

9. Termination of Membership

ATC Communications or you may terminate your membership at any time. Your only right with respect to any dissatisfaction with any terms, rules, policies, guidelines, or practices of ATC Communications in operating ATCJET.NET or any changes in the amount or type of fees charged in connection with ATCJET.NET is to terminate membership by delivering notice to ATC Communications, which termination will be effective the day ATC Communications receives such notice. ATC Communications may immediately terminate a member who misuses or fails to abide by this agreement. ATC Communications may terminate, without notice, any member's access to and use of ATCJET.NET upon a breach of this agreement. If ATC Communications denies you access to ATCJET.NET, you shall have no right (a) to obtain any credits otherwise due you, and such credits will be forfeited; (b) to access through ATCJET.NET any material stored on the Internet or; (c) to access any third-party providers of services, merchandise or information on the Internet through ATCJET.NET, and ATC Communications shall have no responsibility to notify such third-party providers and shall have no responsibility for any damages that result from the lack of such notification.

10. Indemnification

Upon request of ATC Communications, you agree to defend, indemnify and hold harmless ATC Communications, its officers, directors, employees, agents and licensees from the claims and expenses, including reasonable attorneys fees and costs, if allowed, in connection with your use of ATCJET.NET.

11. Nebraska Law

This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska. Wherever possible each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provisions of this agreement shall be prohibited by or invalid under such law, only that provision shall be ineffective and the remainder of this agreement shall remain in full force and effect. Furthermore, the courts of Nebraska will have exclusive jurisdiction and venue for any legal actions between ATC Communications and you.

12. Waiver

ATC Communications' failure to insist upon or enforce strict performance of any provision of this agreement shall not be constructed to be a waiver of any provision or right.

13. Entire Agreement

This contract is the entire agreement between ATC Communications and you. This contract supersedes all prior verbal understandings, promises and representations between the parties. It may be changed only by a writing signed by both parties.

14. Assignment

Neither this agreement nor any of the rights or obligations arising under this agreement may be assigned without written consent from ATC Communications.

15. Customer Certification

You hereby certify by accepting below that you are not a minor (age 18 or below). (A minor's parent or legal guardian may authorize a minor to use his or her account under supervision.) You agree to provide ATC Communications with accurate, complete, and updated information required by the registration to ATCJET.NET, including member's legal name, address and telephone number. You agree to notify ATC Communications within 30 days of any changes in member registration data. Failure to comply fully with this provision may result in immediate suspension or termination of your right to use ATCJET.NET.