

End User Internet Access Agreement

This End User Internet Access Agreement (this "Agreement") is made and entered into this date (the "Effective Date") by and between Parsifal Corp. ("Company") and this Corporate User (hereinafter defined). "Corporate User" or "User" is an individual accessing this site and all related products on behalf of his or her affiliate business entity (the "Corporation") (User is either a shareholder; director; officer; director or agent of such Corporation). Company and User may hereafter be collectively referred to as "parties" in this Agreement and individually as a "party" in this Agreement.

1. Service

- a. *Service.* Subject to the terms and conditions set forth in this Agreement, Company agrees to provide to User a personal, non-transferable account by request of Corporation (the "User Account"), which User Account Corporation is liable for and which enables User to access Company's Internet service (the "Service").
- b. *Accessibility.* User understands that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation, as a result of: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.
- c. *Equipment.* User shall be solely responsible for providing, maintaining and ensuring compatibility with the Service, and shall be solely responsible for providing all telecommunications and computer hardware, software, telecommunications access charges, lines or connections or other equipment and services required to access and use the Service.

2. User's Representations

User represents and warrants to Company that: (a) User has the power and authority, including, without limitation, the power and authority of the Corporation, to enter into and perform User's obligations under this Agreement; (b) User shall comply with all terms and conditions of this Agreement, including, without limitation, terms and conditions governing Prohibited Uses (hereinafter defined and set forth in Section 3); and (c) User has provided, and will continue to provide, accurate and complete registration information to Company, including, without limitation, (i) User's legal name and (ii) the Corporation that User is affiliated with.

3. **Prohibited Uses**

User is solely responsible for any and all acts and omissions that occur under User's account. User represents that Corporation is responsible for User's account or password, and User agrees not to engage in any unacceptable use of the Service, which includes, without limitation, use of the Service to do all or any of the following: (a) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (b) export, re-export or permit downloading of any message and/or content in violation of any export and import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses and/or exemptions; (c) infringe the intellectual property rights of any party; (d) interfere, disrupt or attempt to gain unauthorized access to other accounts on the Service or any other computer network; (e) disseminate or transmit viruses, trojan horses or any other malicious code or program; and/or (f) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this Agreement ((a) through (f) above are collectively referred to herein as the "Prohibited Uses").

4. **Limitations**

- a. *Security.* User is solely responsible for the security, confidentiality and integrity of all messages and content User receives and/or transmits through and/or stores on or through or via the Service. User is solely responsible for any authorized or unauthorized access to User's account by any person. User (or the Corporation) shall bear all responsibility for the confidentiality of User's password and all use or charges incurred from use of the Service with User's password.
- b. *Privacy.* When reasonably practicable, Company shall attempt to respect User's privacy. For example, Company shall not monitor, edit, or disclose any personal information about User, User's account, including its contents or User's use of the Service, without User's prior consent, unless Company has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights and/or property of Company; (iii) enforce this Agreement; (iv) protect the interests of other users of the Service or protect the interests of any other person; or (v) operate or conduct maintenance on or repair the Service or any of Company's

services or equipment. User has no expectation of privacy with respect to the Internet generally. User acknowledges that Company or Company's service provider partner, may share personal information about User or User's account in the event that Company, as the case may be, is sold to or merged into a third party (or even if such a transaction is contemplated). User's IP address is transmitted and recorded with each message User sends from the Service. User understands that Company does provide certain information in aggregate form collected from and relating to User to third persons such as advertisers or sponsors.

- c. *Uncensored.* User acknowledges that the Service includes complete, uncensored access to material on the Internet created, maintained and disseminated by persons other than Company, portions of which may be abusive, obscene, infringing, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious and with respect to which Company exerts no editorial control, screening, or blocking measures.

5. Termination

This Agreement is effective upon the Effective Date and shall continue in full force until terminated. User may terminate this Agreement for any reason upon thirty (30) days written notice to Company. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend User's access to or use of the Service; and (c) terminate this Agreement.

6. Disclaimer of Warranty

THE SERVICE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. USE OF THE SERVICE IS AT USER'S SOLE RISK. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. ANY PRIOR REPRESENTATIONS REGARDING THE SERVICE BY COMPANY ARE HEREBY SUPERSEDED BY THESE DISCLAIMERS OF WARRANTY. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO USER OR TO ANY OTHER PERSON FOR ANY INDIRECT,

INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, USER'S USE OR INABILITY TO USE THE SERVICE, ANY CHANGES TO OR INACCESSIBILITY OF THE SERVICE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY USER TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SERVICE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SERVICE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL COMPANY (OR ANY OTHER PARTY'S) LIABILITY FOR ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE, OR THE INTERNET GENERALLY EXCEED THE TOTAL FEES INCURRED BY USER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING ACCRUAL OF SUCH CAUSE OF ACTION. SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THUS THIS LIMITATION OF LIABILITY MAY NOT APPLY TO USER. IF USER IS DISSATISFIED WITH THE SERVICE, USER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR USER TO DISCONTINUE USE OF THE SERVICE AND/OR TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 5.

8. Indemnification

User agrees to indemnify, hold harmless and defend Company and, if applicable, their shareholders, directors, officers, employees and agents, from and against any action, cause, claim, damage, debt, demand or liability, including, without limitation, costs and attorneys' fees, asserted by any person, arising out of or relating to: (a) User's breach of this Agreement; (b) User's use of the Service, including, without limitation, any data or work transmitted or received by User; and/or (c) any unacceptable use of the Service, including, without limitation, any statement, data or content made or republished by User which is prohibited as unacceptable, including, without limitation, the Prohibited Uses.

9. Miscellaneous

- a. Amendment. Company has the right, at any time and without notice, to add to or modify the terms of this Agreement simply by delivering such amended terms to User by e-mail at the address provided to User by Company. User's access to or use of the Service after the

date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

- b. Waiver and Severability. No failure or delay in exercising or enforcing any right or remedy hereunder by Company shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.
- c. Survival. The terms and provisions of Sections 2, 3, 5, 6, 7, 8, and 9 shall survive any termination or expiration of this Agreement.
- d. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party's last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by e-mail at the address provided to User by Company. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.
- e. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.