

56k Non-Metered Modem Access



Why should I choose GTW.NET?

In a market dominated by corporate acquisitions and national "service" providers, where meeting anticipated growth levels is often achieved by sacrificing customer service and network reliability, is anybody really looking out for **your** company's interests?

The answer is YES! **GTW.NET** is a locally owned and operated company that provides **web hosting, dedicated and collocated server hosting, web site and application development, high-speed internet connectivity, managed network services and full-service technical support**, as well as **corporate software sales and computer hardware sales and repair**.

GTW.NET is dedicated to providing our Customers the highest level of personalized service in the industry while offering them the most competitive rates of any internet service provider in the region.

Does this Solution fit my needs?

Our **56k Modem Access** is aimed at the Customer who is looking for an economical, stable solution to their Internet Access needs. This **solution** best satisfies the **home or small business user**.

What does this Solution provide?

- 1 Non-Metered **56k Internet Access** Account with access to:
Email, Chat, FTP, USENET News and the World Wide Web
- 5 POP3 Email Accounts
- **10 MB** of Storage for a **Personal Web Page**
- Free Technical Support and Free Connection Software available
- **100% Digital Network** for the Cleanest Possible Connections
- **v.90 Modem Support**
- Access to our exclusive Members Web Site—**members.gtw.net** to include Web-based **Email Reader, Newsfeed, Weather** and more!

How much does this Solution cost?

Just \$14.95 monthly

With a low \$14.95 initialization and an equally low monthly fee this solution provides our Customers the most reasonable modem access available locally. Switch to us from another provider and receive **free** initialization.

How do I begin?

If this or any of our solutions is a **perfect fit** for you, don't hesitate to complete the necessary applications included in this document and fax them to **GTW.NET** at 314 . 997 . 1802, call a GTW **Account Executive** at **314 . 997 .0300 option 1** or Email us at **sales@gtw.net**.

1266 Andes Boulevard
St. Louis, Missouri 63132
314 . 997 . 0300
Fax 314 . 997 . 1802

QUESTIONS?

Contact
sales@gtw.net
or call an
Account Executive
at
314 . 997 . 0300
option 1

Add a
Domain Name
with
Personalized or Vanity Email Address
only
\$3.95
per month
+
initialization
■
Ask your
Account Executive
for details

www.gtw.net

Internet Access Service Application



CUSTOMER INFORMATION

Organization	Name		
Street Address			
City	State	Country	Postal Code
Day Ph	Fax	Evening Ph	

SERVICES REQUESTED

- 56k Modem Access (Monthly)**
\$ 14.95 Initialization
\$ 14.95 Monthly
- 56k Modem Access (Yearly)**
No Initialization
\$ 179.40 Yearly
- 112k Dual Modem Access** ▲
\$ 14.95 Initialization
\$ 34.95 Monthly
- 64K Dynamic ISDN** ▼
\$ 14.95 Initialization♦
\$ 14.95 Monthly
- 128K Dynamic ISDN** ▼
\$ 14.95 Initialization♦
\$ 34.95 Monthly
- 64K Dedicated ISDN** ▼
\$ 199.95 Initialization♦
\$ 124.95 Monthly
- 128K Dedicated ISDN** ▼
\$ 199.95 Initialization♦
\$ 249.95 Monthly
- Additional Email Account**
\$ 9.95 Initialization
\$ 2.95 Monthly

DIAL-UP USERID AND PASSWORD INFORMATION

Main Dial-Up UserID & Password <small>UserIDs & Passwords must contain between 3-8 characters all in lower case letters</small>	User ID <small>1st Choice</small> <input type="text"/> <input type="text"/> User ID <small>2nd Choice</small> <input type="text"/> <input type="text"/> Password <input type="text"/> <input type="text"/>	@gtw.net or @gtw.net <small>Password must contain at least one number</small>
<hr/>		
Free Extra Email #1 <small>UserIDs & Passwords must contain between 3-8 characters all in lower case letters</small>	User ID <small>1st Choice</small> <input type="text"/> <input type="text"/> User ID <small>2nd Choice</small> <input type="text"/> <input type="text"/> Password <input type="text"/> <input type="text"/>	@gtw.net or @gtw.net <small>Password must contain at least one number</small>
<hr/>		
Free Extra Email #2 <small>UserIDs & Passwords must contain between 3-8 characters all in lower case letters</small>	User ID <small>1st Choice</small> <input type="text"/> <input type="text"/> User ID <small>2nd Choice</small> <input type="text"/> <input type="text"/> Password <input type="text"/> <input type="text"/>	@gtw.net or @gtw.net <small>Password must contain at least one number</small>
<hr/>		
Free Extra Email #3 <small>UserIDs & Passwords must contain between 3-8 characters all in lower case letters</small>	User ID <small>1st Choice</small> <input type="text"/> <input type="text"/> User ID <small>2nd Choice</small> <input type="text"/> <input type="text"/> Password <input type="text"/> <input type="text"/>	@gtw.net or @gtw.net <small>Password must contain at least one number</small>
<hr/>		
Free Extra Email #4 <small>UserIDs & Passwords must contain between 3-8 characters all in lower case letters</small>	User ID <small>1st Choice</small> <input type="text"/> <input type="text"/> User ID <small>2nd Choice</small> <input type="text"/> <input type="text"/> Password <input type="text"/> <input type="text"/>	@gtw.net or @gtw.net <small>Password must contain at least one number</small>

IP ASSIGNMENT

- Dynamically Assigned IP**
No Charge - Recommended
- Static IP**
\$ 4.95 Monthly
- I Require a Block of IPs**
Will Require the completion of the Local Area Network Solution Application

PAYMENT INFORMATION

Credit Card Visa MasterCard American Express Discover

Card Holder

Card Number _____ **Expiration Date** _____

Accounts will be charged **monthly** in correspondence with your initial sign-up date with **GTW.NET**. Charges will appear on credit card statements as “GTW.NET.” I authorize **GTW.NET** to charge my credit card account for fees due **GTW.NET** that I may incur on a monthly basis. This authorization is valid until account is cancelled by signed notification. Also by signing this document I acknowledge that I have read and understand the **GTW.NET** Acceptable Use Policy.

Date _____ **Signature** _____

Email Invoice

GTW.NET accepts also check or money orders as payment. A **\$25.00** service charge applies to all returned checks. Mail check with application and payment plan to: **GTW.NET, ATTN: Accounts Receivable, 1266 Andes Boulevard, Saint Louis, Missouri 63132, USA**. I agree to pay monthly invoices upon receipt and until the account is cancelled by signed notification. Also by signing this document I acknowledge that I have read and understand the **GTW.NET** Acceptable Use Policy.

Date _____ **Signature** _____

GATEWAY TO THE WEB REFERRAL PROGRAM

GTW.NET offers a Member Referral Program to all of our current Customers. Earn FREE connect time by referring a new member to **GTW.NET**. New member MUST mention current member's name and/or UserID during application process. One month of free Internet access service will be applied immediately to current member's monthly access account. The **GTW.NET** Referral Program is only applicable on Modem Access Accounts.

Referred by: GTW Member's Name _____ User ID
 Mailer/Brochure AMC Theatres Software Plus Yellow Pages Other

CONTACT GTW

- abuse@gtw.net** • *Report SPAM Email*
- billing@gtw.net** • *Accounts Receivable*
- info@gtw.net** • *Information*
- mycareer@gtw.net** • *Human Resources*
- noc@gtw.net** • *Network Operations*
- sales@gtw.net** • *Sales & Marketing*
- support@gtw.net** • *Technical Support*
- webmaster@gtw.net** • *GTW Marketing Site*
- wwwsupport@gtw.net** • *Web Support*

<http://www.gtw.net>

TECHNICAL SUPPORT

Call 314.997.0300 option 4

**OVER
65 HOURS
OF
SUPPORT
AVAILABLE EACH
WEEK**

SUPPORT HOURS

- MONDAY • **8:30 AM to 8 PM**
- TUESDAY • **8:30 AM to 8 PM**
- WEDNESDAY • **8:30 AM to 8 PM**
- THURSDAY • **8:30 AM to 8 PM**
- FRIDAY • **8:30 AM to 8 PM**
- SATURDAY • **9:30 AM to 5:30 PM**

Acceptable Use Policy¹



GTW.NET is a service of GTW.NET, Inc. This GTW.NET Standard User Agreement ("Agreement") details your obligations as a user of GTW.NET. As used in this Agreement, the terms "you" and "your," refer to the Principal Account Holder (as defined in Section 1.1 below) and all Associate Account Holders (as defined in Section 1.1 below).

YOUR USE OF GTW.NET CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. ACCORDINGLY, PLEASE READ THIS AGREEMENT CAREFULLY AND REFER TO IT AS NECESSARY. IF YOU HAVE ANY QUESTIONS OR COMMENTS PLEASE CONTACT GTW.NET, INC. AT (314)997-0300.

1. Applicable Accounts; Termination.

1.1 If you are the original subscriber to GTW.NET, you are the "Principal Account Holder," and your individual account shall be referred to herein as the "Principal Account." The Principal Account Holder may, in accordance with GTW.NET, Inc.'s applicable policies and procedures, authorize up to five (5) family members residing at the Principal Account Holder's place of residence to use GTW.NET by accessing the Principal Account (each such family member shall be referred to herein as an "Associate Account Holder" and each such account shall be referred to herein as an "Associate Account"). In such event the Principal Account Holder shall be fully responsible for each Associate Account Holder's use of GTW.NET including, without limitation, (a) ensuring that each Associate Account Holder complies with the terms and provisions of this Agreement, and (b) paying all charges incurred by each Associate Account Holder. The Principal Account Holder acknowledges that he/she is aware that some areas of GTW.NET may contain material that is unsuitable for minors, and he/she agrees to supervise and otherwise be responsible for the use of the GTW.NET account by minors. Unless the context dictates otherwise, every provision of this Agreement applies to the Principal Account Holder and to all Associate Account Holders.

1.2 Notwithstanding anything contained in this Agreement to the contrary, GTW.NET, Inc. may terminate all accounts with or without notice at any time and for any reason whatsoever. You may terminate your account at any time by calling GTW.NET, Inc. at **(314) 997-0300** or sending an e-mail to **billing@gtw.net**. In the event of a termination of a Principal Account, all Associate Accounts shall also terminate.

2. Personal Account. Subject only to Section 1.1 above: (a) your GTW.NET account is personal; (b) the benefits conferred upon you by this Agreement are not transferable; and (c) you agree not to assign, transfer or sublicense your rights to your GTW.NET account.

3. Use of Account.

3.1 You may send and receive electronic mail ("e-mail"), engage in conferences and chats, download and upload files and otherwise use GTW.NET only as permitted by this Agreement, GTW.NET's Acceptable Use Protocol (as defined in Section 8 below), and applicable law. You also agree to abide by the acceptable use policies of any other network that you access through GTW.NET.

3.2 You represent and warrant that you will use GTW.NET only in accordance with this Agreement. The Principal Account Holder represents and warrants that he/she (a) is at least 18 years of age, (b) possesses the legal right and ability to enter into this Agreement, and (c) will supervise and otherwise be responsible for the use of GTW.NET by all Associate Account Holders.

3.3 You are responsible for providing all telephone, modem and other equipment and services, if any, required to access and use GTW.NET.

You agree to be responsible for all telephone charges and on-line service fees, if any, incurred by you in accessing GTW.NET. GTW.NET's user rates are entirely separate from, and wholly unconnected to, any of these costs. Accordingly, GTW.NET, Inc. assumes no liability for any of these expenses incurred by you in accessing GTW.NET.

4. Charges.

4.1 Upon the opening of the account, the Principal Account Holder elected to pay GTW.NET's membership fee on a flat fee basis. The Principal Account Holder may change such election by providing at least thirty (30) days notice to GTW.NET, Inc. The flat fee is **\$14.95** per calendar month. There is no restriction on the number of hours that you may access GTW.NET in a particular calendar month if the Principal Account Holder elected to pay on flat fee basis. The fees set forth in this Section 4.1 are exclusive of all value added, sales or other taxes. The Principal Account Holder agrees to pay to GTW.NET, Inc. any such taxes which GTW.NET, Inc. is required to collect.

4.2 The Principal Account Holder agrees to pay all charges for the Principal Account Holder's, and any Associate Account Holder's, use of the account at the fees set forth in Section 4.1 above. GTW.NET, Inc. reserves the right to change fees or institute new charges for access to or use of GTW.NET at any time upon not less than thirty (30) days' notice to the Principal Account Holder. All changes will be posted online, and you are responsible for reviewing pricing information posted on GTW.NET regularly to obtain timely notice of such changes. Continued use of GTW.NET or non-termination of your membership after changes are posted constitutes your acceptance of the prices as modified by the posted changes.

4.3 Payment of your GTW.NET account balance is due monthly and, unless you have made other arrangements in writing with GTW.NET, Inc., must be made by the credit or debit card designated by you for GTW.NET use and transactions.

4.4 You must promptly notify GTW.NET, Inc. of changes to: (a) the account number or expiration date of your designated card; (b) your billing address; and You must also promptly notify GTW.NET, Inc. if your card is canceled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your password.

5. Statements and Payment.

5.1 GTW.NET, Inc. will provide you with an online statement of charges on your GTW.NET account approximately as and when such charges are incurred and/or paid.

5.2 GTW.NET, Inc. reserves the right to suspend or terminate your GTW.NET membership without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to GTW.NET, Inc. when GTW.NET, Inc. believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to GTW.NET, Inc. You agree to pay a late charge on all amounts due but not timely paid and which remain unpaid for thirty (30) days after being billed.

6. No Warranties and Limitation of Liability.

6.1 Your use of GTW.NET, including your storage of information, if any, is at your sole risk. You assume full responsibility and risk of loss resulting from your downloading and/or use of files or other material (including software) obtained through GTW.NET. GTW.NET, Inc. does not endorse or stand behind the accuracy, truthfulness or reliability of any

Acceptable Use Policy²



information (including statements of opinion or advice) provided on or by means of GTW.NET. Statements made in conferences and chats reflect only the views of their authors. Advice received via GTW.NET should not be relied upon for important personal or financial decisions, and you should consult an appropriate professional for specific advice tailored to your situation.

6.2 GTW.NET AND ANY RELATED SOFTWARE AND SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) ARE PROVIDED "AS IS," AND NEITHER GTW.NET, INC. NOR ANY OF ITS CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OR THE LIKE MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE USABILITY, CONDITION OR OPERATION THEREOF. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN TO YOU BY GTW.NET, INC. OR ANY OF ITS CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OR THE LIKE SHALL CREATE ANY WARRANTY. NEITHER GTW.NET, INC. NOR ANY OF ITS CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, OR THE LIKE WARRANTS THAT ACCESS TO, OR USE OF, GTW.NET WILL BE UNINTERRUPTED, VIRUS FREE, OR ERROR-FREE, OR THAT GTW.NET OR ANY RELATED SOFTWARE OR SERVICES (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. GTW.NET, INC., ON BEHALF OF ITSELF AND ALL OF ITS CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS AND THE LIKE, HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, RELIABILITY, AND ACCURACY. 6.3 YOU AGREE THAT: (A) GTW.NET, INC.; (B) ALL OF ITS CONTENT PROVIDERS, LICENSORS, EMPLOYEES, AGENTS, AND THE LIKE; AND (C) ALL PROVIDERS OF TELECOMMUNICATIONS AND NETWORK SERVICES FOR GTW.NET, IN EACH INSTANCE WILL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF YOUR USE OF OR INABILITY TO USE GTW.NET OR ANY RELATED SOFTWARE OR SERVICES, AND YOU HEREBY WAIVE ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT OR OTHER GROUNDS, EVEN IF GTW.NET, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN ALL EVENTS, GTW.NET, INC.'S LIABILITY TO YOU SHALL NEVER EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF GTW.NET DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE CLAIMED INJURY OR DAMAGE. YOU HEREBY RELEASE GTW.NET, INC. FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION 6.3. FOR FURTHER CLARITY, THIS SECTION

6.3 SHALL APPLY TO ALL CONTENT, PRODUCTS AND/OR SERVICES AVAILABLE DIRECTLY OR INDIRECTLY THROUGH GTW.NET.

6.4 SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

6.5 You agree that the provisions of this Section 6 represent a reasonable allocation of the risks under this Agreement. GTW.NET, Inc.'s willingness to enter into this Agreement reflects this allocation of risk and the limitations of liability specified herein.

7. Control of Account. GTW.NET, Inc. may delete your personal files if this agreement is terminated for any reason including, without limitation, for non-payment. Additionally, GTW.NET, Inc. may, among other things: (a) monitor conferences and chats and authorize restrictions on access thereto; (b) delete e-mail if it has not been accessed by a subscriber within the time established by GTW.NET, Inc.'s policies; (c) make available to third parties information relating to GTW.NET and its subscribers; and (d) withdraw, suspend or discontinue any functionality or feature of GTW.NET. Furthermore, GTW.NET, Inc. reserves the right, with or without notice to you, to change any GTW.NET service, including, but not limited to hours of operation, menu structures, access procedures, software commands, documentation, vendors and other services.

8. Acceptable Use Protocol. Without limiting any of its other rights contained herein, GTW.NET, Inc. may terminate your GTW.NET account for breaching or otherwise violating any provision of this Agreement including, without limitation, the breach or violation of any one or more of the following provisions which constitute GTW.NET's "Acceptable Use Protocol":

8.1 Services provided to you through GTW.NET, including Internet access, may only be used for lawful purposes. The transmission or storage of any information, data or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright or trade secrets, and information that is confidential as a matter of law) is strictly prohibited. You may not, under any circumstances, use GTW.NET in an unlawful manner, including, but not limited to:

(a) publishing, posting, distributing or disseminating defamatory, infringing, obscene or other unlawful material or information via GTW.NET; **(b)** using GTW.NET to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; **(c)** intercepting or attempting to intercept e-mail; **(d)** uploading files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; **(e)** uploading files that contain a virus or corrupted data; **(f)** deleting any author attributions, legal notices or proprietary designations or labels in a file that you upload; **(g)** falsifying the source or origin of software or other material contained in a file that you upload to a BBS; **(h)** using GTW.NET in a manner that adversely affects the availability of its resources to other subscribers of GTW.NET; **(i)** sending e-mail for any purpose other than personal communication including, without limitation, to advertise or offer to sell goods or services to other GTW.NET subscribers (except as otherwise expressly permitted by GTW.NET); **(j)** downloading a file that you know (or reasonably should know) cannot be legally distributed via GTW.NET (a file may have been uploaded notwithstanding such illegality); or **(k)** acting, or failing to act, in your use of GTW.NET, in a manner that is contrary to applicable law or regulation. Your failure to observe any of the foregoing limitations may result in civil or criminal liability, as well as termination of your GTW.NET account.

8.2 Use of GTW.NET for advertising or promotion of a commercial product or service (other than in areas we specifically designate for such purposes) without the express, written consent of GTW.NET, Inc. is prohibited.

8.3 The transmission of chain letters, the conduct or promotion of gambling or lotteries, and the conduct or promotion of any illegal activity via GTW.NET is strictly forbidden.

Acceptable Use Policy³



be harmful to subscribers or damaging to the communities that make up GTW.NET, and you agree to abide by any additional rules of conduct GTW.NET, Inc. may adopt from time to time. GTW.NET, Inc. cannot, and does not intend to, screen or monitor all communications and other material in advance for adherence to GTW.NET, Inc.'s standards. However, notwithstanding anything in this Agreement to the contrary, GTW.NET, Inc. reserves the right (but is not obligated) to review, delete or edit any material placed on GTW.NET.

9. Internet Matters. You understand and agree that the Internet is not in any way under the control of GTW.NET, Inc. At various Internet sites, you may encounter obscene and offensive material, and you agree that GTW.NET, Inc. has no responsibility for, nor any control over, any information accessed by you or other Account Holders, if any, on the Internet. While you may deem some information obscene, sexually explicit or offensive, you and your other Account Holders, if any, use the Internet at your own risk.

10. Email & Privacy. On GTW.NET, e-mail is available for use as an electronic messaging system to and among other subscribers, and as a gateway for e-mail to the Internet. Because of the public nature of the Internet, all e-mail should be considered publicly accessible. GTW.NET, Inc. does not and cannot guarantee the privacy of e-mail or of personal directories. Email messages sent via GTW.NET are communications between you and others, and GTW.NET, Inc. has neither the authority nor the responsibility to regulate their content. The views and comments expressed by GTW.NET subscribers are solely those of their authors and do not reflect any review, approval or endorsement by GTW.NET, Inc. Nevertheless, GTW.NET, Inc. will attempt to assist subscribers who receive objectionable e-mail and who notify the GTW.NET system administrator.

11. Intellectual Property.

11.1 Except for items in the public domain, all programs, services, processes, designs, software, technologies, trademarks, trade names, inventions and all other materials comprising GTW.NET, and all services offered by any of GTW.NET's content providers (collectively, the "Works"), are wholly owned by (or licensed to) GTW.NET, Inc. and such content providers, respectively. Except as expressly provided herein, you may not copy, publicly perform or display, redistribute, modify, transfer or sell, or create derivative works from any part of the Works unless expressly permitted in writing in advance by the owner(s).

11.2 GTW.NET, Inc. has a compilation copyright in GTW.NET but does not possess, claim ownership of or exert control over individual files uploaded by subscribers or the intellectual property contained therein. By uploading or otherwise submitting a file or other information ("Your Contribution") to GTW.NET, you automatically grant, or warrant that the copyright Holder of Your Contribution has expressly granted, to GTW.NET, Inc. a perpetual, royalty-free, worldwide, non-exclusive right and license to use, reproduce, publicly display and/or perform, modify, store, publish, create derivative works from, and distribute Your Contribution (in whole or part) and/or to incorporate it in other works in any medium now known or hereafter developed for the full term of any copyright that may exist in Your Contribution, as if Your Contribution were public domain information. You similarly permit any subscriber to download, store, manipulate, reformat, view, print and display Your Contribution for that subscriber's personal use.

11.3 GTW.NET, Inc. may check uploaded files for viruses and may also remove an uploaded file (in its sole discretion) upon determining that the file is inappropriate for the GTW.NET.

12. Indemnification. You agree to indemnify GTW.NET, Inc. from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon use of your GTW.NET account (including, without limitation, use of the Internet), whether such use was authorized by you or not, including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers to GTW.NET and infringement of intellectual property or other rights.

13. Entire Agreement and Survival. This Agreement contains the full understanding of the parties with respect to the subject matter hereof. The provisions of this Agreement intended for GTW.NET's benefit will continue in full force and effect even after termination of your account.

14. Term and Modification of Agreement. This Agreement takes effect on the date on which you first use GTW.NET and, subject to Section 13 above, continues until your account is terminated either by you or by GTW.NET, Inc. THIS AGREEMENT MAY BE CHANGED OR MODIFIED FROM TIME TO TIME BY GTW.NET, INC. NOTICE OF SUCH CHANGES MAY BE PROVIDED ONLINE OR BY MAIL. YOUR USE OF ANY GTW.NET SERVICE FOLLOWING THE IMPLEMENTATION OF ANY SUCH CHANGES OR MODIFICATIONS SHALL CONSTITUTE YOUR ACCEPTANCE OF ANY SUCH CHANGES AND/OR MODIFICATIONS.

15. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the parties' original intentions, and the remainder of this Agreement shall remain in full force and effect.

16. No Waiver; Governing Law; Jurisdiction. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between you and GTW.NET, Inc. nor the trade practice shall modify any provision of this Agreement. This Agreement is governed by the laws of the State of Missouri, USA, and you consent to the exclusive jurisdiction and venue of courts in the City of St. Louis, Missouri in all disputes arising out of or relating to your use of GTW.NET and/or this Agreement.

17. Section Headings. Headings of articles and sections in this Agreement are for the convenience of the parties only. Accordingly, they shall not constitute a part of this Agreement when interpreting or enforcing this Agreement.

18. Notices; Consent. Notices given by GTW.NET, Inc. to you will be given by e-mail via GTW.NET, or by a general posting on GTW.NET, or by conventional mail to the last known address of the Principal Account Holder. In any matter requiring GTW.NET, Inc.'s consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of GTW.NET, Inc. Notices given by you to GTW.NET, Inc. must be given by e-mail via GTW.NET and addressed to billing@gtw.net, or by conventional mail. Notices to GTW.NET, Inc. by conventional mail must be sent to **Gateway to the Web, 1266 Andes Boulevard, Saint Louis, MO 63132**.

19. Relationship of Parties. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and GTW.NET, Inc. You agree not to hold yourself out as a representative, agent or employee of GTW.NET, Inc., and that GTW.NET, Inc. will not be liable by reason of any representation, act or failure to act by you. BY CONTINUING INTO GTW.NET, YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.