

Member Agreement

1. The phrase "ICI" refers to Interactive Creations, Inc. and its successors and assigns. The phrase "the Member" refers to the person or entity signatory to this contract.
2. Any conduct by the Member that in ICI's sole discretion restricts or inhibits any other member, whether a member of an ICI service or a user of any other system, from using and enjoying any ICI service will not be permitted. This includes, but is not limited to, the posting or transmitting on or through any ICI service or any other service any information that is, in ICI's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
3. Member expressly agrees to abide by the terms of all license agreement(s) for all software necessary to access and utilize any ICI service.
4. Member is expressly prohibited from engaging in any activity that constitutes, in the sole opinion of ICI, system abuse. System abuse shall include, but is not limited to, attempts to circumvent user authentication or security of any host, network, or account ("cracking"); attempts to interfere with or deny service to any user or any host; furnishing false data on the signup form or via on-line application, including fraudulent use of credit card numbers; and any commercial use of ICI accounts or services without the express written permission of ICI.

Member expressly agrees to use all of ICI's services only for lawful purposes. Transmission or storage of any information, data or material in violation of United States or state regulation or law or by the common law is prohibited, including but not limited to, material protected by copyright, trademark, trade secret, or any other statute.

Complaints regarding any Member's conduct are to be made to killerjm@cris.com

5. The Member is responsible for adherence to any rules and regulations pertaining to the communications method/service by which the Member connects his or her terminal or computers to any service provided by ICI.
6. All charges and fees are payable monthly. Charges and method of payment are described in the schedule entitled "Pricing and Billing Policy", which will be made available upon the request of any member and may otherwise be made available in electronic form. Member shall pay all applicable taxes relating to use of any ICI service by Member or his or her designated users. ICI may modify the terms of service or prices, and may discontinue or revise any or all aspects of the Service at its sole discretion, but only upon notice published over the Service. No prior notice of changes by ICI is required, except as provided in the Pricing and Billing Policy. However, with regards solely to increases in hourly fees, users will have the opportunity to terminate service prior to incurring any higher hourly fees.
7. The Member agrees that ICI has the right to delete all electronic mail, data, files or other information that is stored in the Member's account if the Member's account with ICI is

terminated, for any reason, by either ICI or the Member.

8. System accounts cannot be transferred or used by anyone other than the Member, provided, however, that Member may permit use of his or her account by a minor according to the terms of paragraph 13 below. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation.

9. ICI reserves the right to cancel Member's account at any time, for any reason, or for no reason.

10. ICI will not be liable under any circumstances for any lost profits or other consequential damages, even if ICI has been advised as to the possibility of such damages. ICI's liability for damages to Member for any cause whatsoever, regardless of the form of action, and whether in contract or in tort, including negligence, shall be limited to one (1) month's fees and the remaining portion of any prepaid fees.

11. Member agrees to indemnify and hold harmless ICI, against any lawsuits, claims, damages or liabilities (or actions or proceedings in respect thereof) to which ICI may become subject related to or arising out of Member's use of ICI's services, and will reimburse ICI for all legal and other expenses, including attorney's fees, incurred in connection with investigating, defending, or settling any such loss, claim, damage, liability, action or proceeding whether or not in connection with pending or threatened litigation in which ICI is a party.

The provisions of this agreement relating to indemnification shall survive termination of Member's account.

12. ICI reserves the right to modify its rules at any time and in any manner. Any modification is effective immediately upon posting to an ICI service, by electronic mail, or by conventional mail. If multiple methods of notification are used, the earliest date will be the effective date. If any modification of the rules is unacceptable to Member, Member may cancel his or her account and ICI shall refund the cost of and prepaid and unused service. Member agrees that continued use of ICI's services following notice of any modification to ICI's rules shall be conclusively deemed as Member's acceptance of any such modifications.

13. Member certifies to ICI that he or she is at least 18 years old and competent to enter into this contract. If Member is a parent or legal guardian of a minor, he or she may permit that minor to use his or her account under supervision. Member agrees that he or she shall be fully responsible for the conduct of such minor in using ICI's services, and Member shall be liable for any misuse by such minor.

14. Member may terminate his or her service at any time by utilizing the on-line cancellation utility or by U.S. Mail or fax to the following address:

Interactive Creations Incorporated

Attn: Account Termination

1701 W. Northwest Highway, Suite 220

Grapevine, TX 76051

15. The failure of ICI to insist upon or enforce strict performance by Member of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provisions of this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Member irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas and the federal courts situated in the State of Texas in connection with any action arising under this Agreement or relating to the use of any of ICI's services. Any cause of action of Member with respect to any of ICI's services must be commenced within one year after the claim or cause of action arose, or be barred.

17. MEMBER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT MEMBER'S SOLE RISK. NEITHER ICI NOR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ICI OR ANY OF ITS INFORMATION PROVIDERS, LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER ICI NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY.

18. Use of any of ICI's services constitutes acceptance of these terms and conditions by Member.

19. The terms and conditions of this Member Agreement constitute the entire agreement between ICI and Member, and supersede any other representations, agreements or understandings.