

AGREEMENT

This Agreement made and entered into as of the _____ day of _____, 200__, between

_____ ("Customer") with an address of:

_____ and SC Ventures, LLC ("SC") with an address at PO Box 40668, Charleston, SC 29418. SC agrees to provide Customer with the Services contained in this Agreement (the "Service") upon the following terms and conditions (this "Agreement"), including any attachments and documents incorporated herein by reference. **Notice: This Agreement will not go into effect until accepted by SC. Any alteration of this Agreement will result in rejection by SC.**

TERMS AND CONDITIONS

- Term of the services:** The Service will commence on the Service Activation Date and will continue for a term of one (____) year from the Service Activation Date unless otherwise stated. The Service term shall automatically renew on the terms and conditions set forth herein, unless the termination party delivers to the other party 30 days advanced written notice of termination. Upon any such renewal, the monthly Service charge will be assessed with the then current SC price list. The Service Activation Date shall be the date Customer has connectivity with the Service.
- Rates and Charges:**
 - Monthly Recurring (____ Year Term): \$ _____ Per Month \$ _____ Per Year.
NOTE: ALL ANNUAL payments must be paid within 30 days from the Service Activation Date.
Web Name(s): _____ .sc _____ .sc
Service to Include: _____
 - Monthly Recurring (____ Year Term): \$ _____ Per Month \$ _____ Per Year.
NOTE: ALL ANNUAL payments must be paid within 30 days from the Service Activation Date.
Web Name(s): _____ .sc _____ .sc
Service to Include: _____
- Service:** SC agrees to supply the Service to Customer according to the terms of this Agreement. In the case of domain forwarding, the Service to be provided shall be subject to the availability of the domain name to be forwarded, which may not be under the control of SC, and therefore may be cancelled at any time without notice. If Customer cancels any Service prior to the end of the Committed Term, Customer will pay the balance due under this Agreement.
- Billing and Collections:** Customer agrees to remit monthly payment to SC for all applicable Service charges on the day of each calendar month commencing on the Service Activation Date and continuing throughout the Term of Service. Should the Service Activation Date not coincide with the first day of a month, the monthly payment for such month will be prorated based on a 365-day calendar. In the event the Customer agrees to an annual payment, said payment is due and payable within 30 days from the Service Activation Date. In the event the Customer authorizes a credit or other charge card to be used for billing, Customer agrees that SC shall have the right to charge said account for the entire balance due under this Agreement. In the event the Charge Card provided to SC expires, or is cancelled for any reason, Customer agrees to provide another Charge Card to SC within 5 days, or pay the entire balance due under this Agreement within 5 days, or this account may be terminated by SC. Should Customer fail to remit its monthly payment for all applicable Service charges within 3 days of when due and owing, SC may suspend or terminate the Services. Any decision by SC to continue the Service for some period of time despite an arrearage by Customer does not constitute a waiver of Customer's obligation to pay all monthly recurring Service charges to suspend or terminate the Service as a result of such arrearage. On overdue balances, SC will impose a late fee of 1.5% per month on the overdue balance.
- Limitation of Liability:** SC agrees that it shall make reasonable efforts to provide continuous and uninterrupted Service to Customer. Notwithstanding it, Customer acknowledges and agrees that temporary Service interruptions may occur as normal and reasonable events. Customer further acknowledges and agrees that SC has no control over third parties that control networks, web sites, internet transmissions and hosting, and any interruptions or cancellations of service are not the responsibility of SC. In no event shall SC be liable to Customer or any other person for any special, indirect, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income, or cost of replacement services, as a result of any service delay, disruption, or termination, or other inability by Customer to use the service, or any computer regardless of the reason for same. Without waiving the foregoing, SC shall not be liable to Customer for any breach of or failure to perform under this Agreement. Without waiving the foregoing, in no event shall any liability to Customer ever exceed that amount of money paid by the Customer to SC for the Last Month of Service provided under this Agreement. **The service, and any applicable software, are being provided to the Customer without warranties by SC of any kind. Accordingly, to the extent permitted by law, SC hereby disclaims any and all warranties, express or implied, including without limitation the warranties of fitness for a particular purpose, merchantability and performances. SC makes no warranty that the service will be uninterrupted, timely, secure, or error free; nor does SC make any warranty as to the accuracy or reliability of any information obtained through the service. Customer acknowledges and agrees that any material and/or data download, or otherwise obtained, through the use of the service, is damaged to Customer's computer system or loss of data, which results from the download of such material, and/or data. SC makes no warranty regarding any transactions executed through the service and the Customer understands and agrees that such transactions are conducted entirely at Customer's own risk.** SC does not own, manage or control the Internet and cannot control the information, communications, video, graphics, music, other sounds or other material of any kind in any form that Customer may receive or have access to while using the Service. SC assumes no responsibility for, and shall not have any liability of any kind whatsoever to Customer or any other person or entity related to or arising out of, the accuracy, completeness, lawfulness, subject matter (including without limitation obscene or offensive material) and appropriateness of any such Communication.
- Assignment and Subcontracting:** SC may subcontract or assign any of the work and duties to be performed by SC under this Agreement. Customer's rights under this Agreement constitute only a revocable license to use the Service which rights may not be transferred or assigned to any person or entity without SC's expressed written consent, which consent may be denied for any reason whatsoever or no reason at all. SC may assign its respective rights and obligations under this Agreement without any prior approval. This Agreement shall be binding upon and insure to the benefit of all successors and permitted assigns that shall be bound by all of the obligations of their predecessors or assignors.
- Governing Law:** This Agreement shall be construed in accordance with the laws of the State of South Carolina.
- Modification of Terms and Conditions:** SC may, at any time and in its sole discretion, amend, revise, delete or add to any term of this Agreement applicable to Customer, upon the provision of thirty (30) days written notice to Customer, so long as the Modification does not relate to the amounts due and owing for a monthly or annual charge for the current period of this Agreement.
- Force Majeure:** SC shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond its' control, including without limitation; fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; inability to secure domain names, internet delays and/or failures, storage of data failures, or acts or omissions of others, or suppliers of services to SC.
- Use Limitations:** Customer agrees to comply with the rules, regulations and policies applicable to SC and any web site or network that is accessed through SC, and further agrees to be bound by the Term and Restrictions contained in all Web Sites accessed, including but not limited to the Terms contained at www.ONLY.sc, as such terms may be modified from time to time. Violation of any such rules, regulations and policies, or any attempt to break security or to access an account, which does not belong to Customer, shall be considered a material breach of contract. Nothing contained in this Agreement may be construed to convey to Customer any interest, title, or license in the user ID, electronic mail address, universal resource locator or domain name used by Customer in connection with the Service. SC reserves the right to suspend or terminate Service to the Customer, or suspend or terminate any user ID, electronic mail address, universal resource locator or domain name used by Customer in the event it is used in a manner contrary to this Agreement. Customer will not engage in conduct while using the Service which (i) constitutes violation of any local, state, national or international law, regulation or tariff (including, without limitation, copyright and intellectual property law); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate. Customer acknowledges that it is aware that much of the Communications on the Internet is protected by copyright laws and agrees not to transmit any such Communications or otherwise use such communications without receiving the express permission of the copyright holder. Customer acknowledges and agrees that any attempt to break security or to access an account which does not belong to Customer, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Services. Customer further agrees immediately to notify SC of (i) any unauthorized use of Customer's account and/or (ii) any breach, or attempted breach, of security known to Customer. Customer agrees to hold SC, inclusive of its affiliates, subsidiaries and agents, harmless from and against any and all losses, damages, liabilities, penalties, fines, costs and expenses (including attorney's fees though appeal) arising by virtue of any breach by Customer of any provision of this Agreement or any intentional, negligent, unlawful or other actions or omissions by Customer whether incurred by SC (intentionally or negligently) or any third party. SC may, if either so chooses, defend itself and select the attorneys it will use in any such action without affecting Customer's obligations under this indemnity provision. Customer shall not resell Internet access, nor shall Customer allow spamming or any other prohibited use of the Services, without prior written consent of SC.
- Proper Signatory:** Customer warrants that the person(s) signing this Agreement is authorized to execute this Agreement on behalf on Customer.
- Entire Agreement:** This Agreement sets forth the entire Agreement and understanding of the respect to the subject matter hereof, and the parties agree that no promises, representations, inducements, agreements or warranties, other than those expressly set forth herein, have been made to induce the execution of this agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained herein. No waiver, which shall only be effective if written, of any breach hereunder shall be deemed to be a waiver of any preceding or subsequent breach.
- Severability:** If any provision of this Agreement, as applied to any party or to any circumstance, shall be adjudged by a court to be invalid, illegal or unenforceable, the same shall not affect the validity, legality, or enforceability of the portion of the provision, if any, enforceability of any other provision of this Agreement. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court in any action between the parties shall reform any and all terms or conditions to afford them as much effect as possible.
- Notices:** All notices, requests, demands or communications required or permitted hereunder shall be in writing and shall be deemed effectively given upon SC by (a) personal delivery (including delivery by overnight messenger), or (b) after receipt of registered or certified mail, return receipt, prepaid and addressed to SC, at the address listed in this agreement. All notices, requests, demands or communications required or permitted hereunder shall be deemed effectively given upon Customer by (a) personal delivery (including delivery by overnight messenger) to the party to be notified; (b) five (5) business days after deposit with registered or certified mail, return receipt, prepaid and addressed to the Customer, or (c) immediately upon transmission and telephone confirmation if sent by facsimile to the Customer at such address, or (d) by email transmission to the email address provided to SC by the Customer.

CUSTOMER: _____ Date: ____/____/200__ SC Ventures LLC _____ Date: ____/____/200__
Signature Signature

Print Name: _____

Title: _____