

Terms and Conditions

1. Desktop Media services may only be used for lawful purposes. Desktop Media expressly forbids the transmission of any material the transmission of which would violate any US or state regulations. Such transmissions include but are not limited to: material protected by trade secret, material judged to be which would violate any US or state regulations. Such transmissions include but are not limited to: material protected by trade secret, material judged to be threatening in nature and copyrighted material. You agree to indemnify and hold harmless Desktop Media from any responsibilities for the accuracy or quality of information obtained through its services.

2. Desktop Media exercises no control whatsoever over the contents of the information passing through its systems. Additionally, no warranties of any kind, whether expressed or implied, exist for any service provided by Desktop Media. Desktop Media also disclaims any warranty or merchantability or fitness for a particular purpose. Desktop Media will not be responsible for any damages you suffer. This includes loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via any Desktop Media service is at your own risk. Desktop Media specifically denies any responsibility for the accuracy, quality or suitability of information obtained through its services.

3. Notwithstanding number 2 above, you agree that should we be found liable in a court of law for any reason relating to your use of Desktop Media services our liability is limited to the unused portion of your user fee.

4. You know that this system contains an unabridged copy of the information known as "UseNet", and that portions of the system may contain messages which you may find offensive. Desktop Media does not censor or in any other way control the contents of this or any other on-line information, and that nearly all of the information found here originates on systems other than those under direct Desktop Media control. You are further aware that Desktop Media cannot confirm the proper classification of information presented in any area of the system. By giving the command(s) to view or transfer any information or file on any Desktop Media system, or any system reached through a Desktop Media system, you are consenting to the display or transfer of the information presented and waive all rights and claims toward Desktop Media and its owners.

5. Desktop Media prohibits any attempts to retrieve significantly large amounts of news and/or mail from its network outside of methods specifically endorsed by Desktop Media.

6. You agree to follow all policies in place at chat rooms, bulletin boards, and newsgroups. Failure to do so may result in the cancellation of your service.

7. Desktop Media transmits all bills, statements and billing notices via e-mail. No prorated refunds. Billing starts immediately upon signup. A 30-day written notice prior to your next billing date is required for cancellation. Written notice will constitute notice sent via US Mail or E-mail. Desktop Media will confirm within 48 hours of receipt all notices of cancellation. Desktop Media prohibits any attempts to bypass its pricing structure by any means without the prior written consent of Desktop Media Corporation. Send cancellations to billing@deskmedia.com

8. Desktop Media reserves the right to change the rates and otherwise modify any of these Terms and Conditions by notifying you 30 days in advance of the effective date of the change. A \$3.00 late charge will be assessed on billing over 25 days.

9. Desktop Media may discontinue any or all levels of service at its discretion. Should this occur, all accounts will be refunded on a pro-rated basis.

10. You agree to indemnify and hold harmless Desktop Media Corporation and its owners from all claims which are a result of your usage, without limitation.

11. You agree that the security of your account, including password, is your responsibility and that all use which emanates from your account will be considered to be undertaken by you unless it can be shown to have been an unauthorized intrusion. You agree to notify Desktop Media immediately if you believe that your account has or is being compromised.

12. You agree to keep Desktop Media Corporation informed of your current legal mailing address. Desktop Media will not disclose this information to any third party except upon the presentation of a valid warrant or court order.

13. Any or All of these Terms may be altered or superseded through the use of a written agreement stating such between you and Desktop Media Corporation.

14. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of any Desktop Media service constitutes acceptance of these Terms and Conditions.

15. Applicant must be 18 years of age or older.

16. I agree that I have read and will abide by all conditions set forth in the Terms and Conditions. I also agree that acceptance of my application binds me to all the Terms and Conditions as set forth in the document "Terms and Conditions".

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