

MyDVshop.com - System Policies and Service Contract

This is an account service contract. This contract is intended to maximize the efficiency and quality of our service for all customers. Please note that this contract may only be modified by written agreement between MyDVshop.com and the subscriber. Last contract update: Feb 28, 2007

This System Policies and Service Contract is by and between MyDVshop.com and the undersigned subscriber to a user account provided by MyDVshop.com (referred to herein as "You" and "Your.")

MyDVshop.com is a Personal Website Hosting Provider for digital video and photo content. User accounts on our Internet servers are subject to compliance with the terms and conditions set forth below. Under the terms of this agreement, your request for placement of information, and our placement or placement of information on Your behalf, on **MyDVshop.com's** servers is an acknowledgement that You have read and understood this agreement, and that You agree to be bound by the terms and conditions below. If You do not agree to be bound by these terms and conditions You should not proceed to request placement of information or any other services through MyDVshop.com .

1. FEES AND RENEWALS

By subscribing to **MyDVshop.com's** [(_____) *contract length] Personal Website and Streaming Video Service subscription or contract, You agree to pay **MyDVshop.com** monthly subscription fee's of (\$_____), and (\$_____) for additional services and/or Add-On packages. As well as an initial set-up and encoding fee of (\$_____). Your monthly billing date will be the first day of each month of Your contract period and will be pro-rated the first month based on the day of the month You establish Your Personal Website and Streaming Video Service with **MyDVshop.com**. Shipping or delivery costs for initial and additional content are Your responsibility.

Payment is to be made by You only by means of a valid and approved credit card or an online payment method for charge by **MyDVshop.com** (collectively, the "Payment Method.") MyDVshop.com may, at its sole discretion, accept payment by money order, provided that payment by money order may be requested only for payments of \$100 or more, issued in U.S. dollars, and in payment of the full amount due at that time of remittance. Payments are non-refundable. If, for any reason, **MyDVshop.com** is unable to charge Your Payment Method for the full amount owed **MyDVshop.com** for the service provided, or if **MyDVshop.com** is charged a penalty for any fee it previously charged to Your Payment Method, You agree that such fee shall be added to any obligation owing from you to **MyDVshop.com**, and that **MyDVshop.com** may then electronically debit your credit card or bank account for any amounts owing. Your failure to pay any amount at the time it becomes due and owing may result in the immediate cancellation of your account with or without prior notice. **MyDVshop.com** reserves the right to charge a reasonable fee for administrative tasks outside the scope of its regular services, which regular services are described in paragraph 2, below. These additional administrative tasks include, but are not limited to, customer service issues that cannot be resolved through email communications, but that require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may terminate this agreement by providing written notice of your intent to terminate the agreement not less than ten (10) days prior to the effective termination date. Until such time as this agreement is effectively terminated, **MyDVshop.com** will automatically continue Your Personal Website and Streaming Video Service and will charge the Payment Method You have on file with **MyDVshop.com**, at **MyDVshop.com's** then current rates. It is Your responsibility to keep Your Payment Method information current, including renewal information on credit cards. At the time of termination of this Agreement, **MyDVshop.com** has no duty or obligation to transfer Your web site or personal files to another provider, and Your website and personal files will be removed from MyDVshop.com's servers.

2. DESCRIPTION OF SERVICES

Subscriptions and Contracts - *Please allow 5 to 10 business days for new account setup and video encoding

1-Month Service Contract - \$149.00

MyDVshop.com will provide You with a Personal Website and Streaming Video Service for a period of one month, which includes the following:

- A personalized website based on our unique website template and design.
- A unique username and password for access to Your Personal Website and Streaming Video.
- 2 hours of video encoding (limited to up to 300k bit-rate) of your personal videos, limited to 1 storage medium (example: VHS or CVHS Video Tape, DVD-ROM discs, DV camera or recorder).
- Unlimited user access for remote (internet) viewing of your Personal Website and Streaming Video for the period of the subscription or contract.

6-Month Subscription - \$29.95mo. Initial one-time \$50.00 setup and encoding fee

MyDVshop.com will provide You with a Personal Website and Streaming Video Service for a period of six months, which includes the following:

- A personalized website based on our unique website template and design.
- A unique username and password for access to Your Personal Website and Streaming Video.
- Ten 30 minute clips of your personal videos, limited to up to five(5) different storage mediums (example: 2-VHS or CVHS Video Tape, 2-DVD-ROM discs, 1-DV recorder. or any combination thereof).
- Up to 100 30-minute video clips, plus 100 additional 30-minute video clips as an introductory offer, can be added throughout your subscription period.
- Unlimited user access for remote (internet) viewing of your Personal Website and Streaming Video for the period of the subscription or contract.
- Unlimited submissions to MyDVshop.com for adding content to your Personal Website at standard MyDVshop.com encoding publishing rates.

1-Year Subscription - \$19.95mo. Initial one-time \$50.00 setup and encoding fee

MyDVshop.com will provide You with a Personal Website and Streaming Video Service for a period of twelve months, which includes the following:

- A personalized website based on our unique website template and design.
- A unique username and password for access to Your Personal Website and Streaming Video.
- Ten 30 minute clips of your personal videos, limited to up to five(5) different storage mediums (example: 2-VHS or CVHS Video Tape, 2-DVD-ROM discs, 1-DV recorder. or any combination thereof).
- Up to 100 30-minute video clips, plus 100 additional 30-minute video clips as an introductory offer, can be added throughout your subscription period.
- Unlimited user access for remote (internet) viewing of your Personal Website and Streaming Video for the period of the subscription or contract.
- Unlimited submissions to MyDVshop.com for adding content to your Personal Website at standard MyDVshop.com encoding publishing rates.

Add-On Packages

Personal Photo Album- \$4.95mo.

- Up to 500 digital still photo's
- Unlimited storage space for additional photos to be added throughout your subscription period.

iPOD Format - Downloadable Video - \$5.95mo.

- iPOD format downloadable versions of all of your available video's.

Additional Video's encoding and Photo Album Services

Add additional video's to your Personal Website- \$9.95ea. (one-time fee)

- Up to 0.5 hour of video included with fee. **\$4.95** for each additional half- hour per storage medium.

Add additional photo's to your Personal Website- \$2.95ea. (one-time fee)

- Up to 100 photos included with fee. **\$.95** per each additional 100 photo's

MyDVshop.com will provide You with these services as long as You abide by the terms and conditions set forth herein and in each of **MyDVshop.com's** policies and procedures.

If You are using any of **MyDVshop.com's** Personal Website and Streaming Video Services, You agree that **MyDVshop.com** may point the domain name or DNS to one of **MyDVshop.com's** or **MyDVshop.com's** affiliates web pages, and that they may place marketing material on Your web page and that **MyDVshop.com** specifically reserves the right to do so.

These rates may periodically be adjusted by MyDVshop.com, but only after MyDVshop.com provides you 30 days advance notice of any changes in the rates.

3. USER CONDUCT

MyDVshop.com's services may only be used for lawful purposes. Any use of these services which violates any local, state, federal, or international laws which may apply to **MyDVshop.com**, Your local jurisdiction, or any jurisdiction that You or Your site may be subject to is strictly prohibited.

While using the service, You may not:

- Submit any unlawful, threatening, abusive, libelous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, including without limitation the U.S. export control laws and regulations, and laws protecting intellectual property including copyright, trademark, trade secret, misappropriation and anti-dilution laws;
- Post, publish, transmit, reproduce, distribute or submit any information or software which contains a virus or other harmful component;
- Post, publish, transmit, reproduce, distribute, submit or in any way exploit any information, software, video, photo or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software, or other material)

3. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless **MyDVshop.com** from any and all liability, penalties, losses, damages, costs, expenses, attorneys' fees, causes of action or claims caused by or resulting directly or indirectly from Your use of the service which may result in damage to You, to **MyDVshop.com**, or to any other party or parties without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with Your account, including, but not limited to, Web site content.

4. REFUSAL OR DISCONTINUANCE OF SERVICE

MyDVshop.com reserves the right to refuse or discontinue service to anyone at the sole discretion of **MyDVshop.com**. **MyDVshop.com** may deny You access to all or part of the service with or without notice. **MyDVshop.com** has a good faith basis to believe that You have engaged in any conduct or activities that violates any of the terms and conditions in this agreement. **MyDVshop.com** shall not be responsible to notify any third-party providers of services, merchandise, or information, nor be responsible for any consequences resulting from such discontinuance or lack of notification. You agree that **MyDVshop.com** has the right to monitor the service electronically from time to time and to disclose any information required by judicial process or by the laws of the United States or the laws of any state having jurisdiction over the matter or which **MyDVshop.com** determines to be reasonable and necessary to protect itself or its subscribers. **MyDVshop.com** reserves the right to refuse to post, or to remove, any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

5. NO WARRANTIES

MyDVshop.com makes no warranties or representations for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **MyDVshop.com** or its agents or employees shall create a warranty. **MyDVshop.com** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **MyDVshop.com** be liable for any direct, indirect, special, punitive, or consequential damages that result in any manner from Your use of or inability to use the service, or for any third parties' use of the service to access Your Web space, or to access the Internet or any part thereof, or Your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in operation or transmission, or any failure of performance. If You are dissatisfied with **MyDVshop.com** service or any of its terms, conditions, rules, policies, guidelines, or practices, You may terminate this Agreement in the manner provided in Section (1.) above. You understand that by placing information on **MyDVshop.com**' servers that such information becomes available to all Internet users with valid username and password logon rights and that **MyDVshop.com** has no way of limiting or restricting access to such information or protecting such information from copyright infringement. You assume total responsibility and risk for Your use of **MyDVshop.com**' servers and the Internet. It is solely Your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services and other information provided through **MyDVshop.com** or on the Internet generally.

6. ECPA NOTICE

MyDVshop.com reserves the right to monitor any and all communications by, through, or with our facilities. You agree that **MyDVshop.com** is not considered a "secure communications medium" for the purposes of the ECPA, and that no expectation of privacy is afforded.

7. IDENTIFICATION INFORMATION

You represent that You, as the person legally responsible for use of this account, are at least 18 years of age. You agree to supply **MyDVshop.com** with a current and truthful name, date of birth, postal address, telephone number, and e-mail address for our records, and You have agreed to keep such information current in the event of any change in such information. You also represent that You are an authorized user of any credit card that You may provide to **MyDVshop.com** and agree that we have a right and an obligation to fully investigate any possible fraudulent credit card use.

8. NO INTERFERENCE WITH OPERATION OF SYSTEM

You agree not to maliciously or intentionally interfere with the proper operation of the system, including but not limited to defeating identification procedures, obtaining access beyond that which You are authorized for, and impairing the availability, reliability, or quality of service for other customers. You further agree not to interfere with the proper operation of other systems reachable through the Internet, including any attempt at unauthorized access. You agree to follow the Acceptable Use Policy of any network or service You connect to. You agree to adhere to system policies as published online by **MyDVshop.com**, including restrictions on services available with each account type, restrictions on certain features, and all other policies designed to protect and enhance the quality and reliability of service at **MyDVshop.com**. You agree to abide by any and all future **MyDVshop.com** policy decisions.

9. SECURITY

You agree that the security of Your account is Your own responsibility, and is not the responsibility of **MyDVshop.com**. You further agree that if You believe the security of Your account has been compromised in any way, You will notify **MyDVshop.com** immediately by telephone at 888-368-3268 and in writing by registered mail return receipt requested to **MyDVshop.com, 1135 Sheridan Rd. NE Atlanta, GA 30324**. You shall remain fully responsible for any misuse or compromise to Your account for which **MyDVshop.com** is not properly notified. You agree that if any security violations are believed to have occurred in association with Your account, **MyDVshop.com** has the right to suspend access to the account pending an investigation and resolution. You also acknowledge that **MyDVshop.com** has the right to cooperate in any governmental investigation regarding any aspect of our services, including services sold to You. Any use of our system to engage in software piracy or other violations of law will result in account suspension and will be reported to the appropriate authorities.

10. TRANSMITTAL OF MATERIALS

You agree not to transmit unsolicited or prohibited advertising or other harassing or illegal materials through electronic mail, Usenet postings, or other Internet media. The use of **MyDVshop.com** or any other service with reference to services obtained through **MyDVshop.com**, for unsolicited mass mailings, postings, or other activities considered an annoyance to others, commonly referred to as "spamming" is strictly prohibited and may cause Your services to be terminated immediately and without warning and You will be held fully responsible for any damages to You, **MyDVshop.com**, or any other party or parties resulting from any such conduct.

11. PAYMENT

You agree to supply acceptable payment for the services received from **MyDVshop.com**, in advance of the time period during which such services are provided. You agree that all setup fees are non-refundable once setup is complete. You agree that until such time that you terminate this Agreement as provided in paragraph (1.) above **MyDVshop.com**, those services will be billed on a periodic and recurring basis. You agree that if You are paying by credit card, prepayments will be billed and charged automatically, and that **MyDVshop.com** may apply the full amount due to the provided card at any time. You agree that pro-rated refunds for unused time periods will be not provided in the event of account termination.

- a late payment fee of \$10 will be assessed if payment is not received by due date.
- any payment that remains past due for more than 30 days will accrue interest on the outstanding balance at the rate of 18% per annum.
- You agree to pay all collection costs and attorney fees incurred by **MyDVshop.com** in enforcing any provision of this agreement, or in collecting any amounts owing from you pursuant to the terms set forth herein.

12. PRIOR AGREEMENTS

This agreement supersedes any prior agreement between You and **MyDVshop.com**, and any prior representations made by any person by or on behalf of **MyDVshop.com** shall merge into the terms of this Agreement. This agreement constitutes the complete and total agreement between the parties.

13. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

14. JURISDICTION

This agreement shall be governed by the laws of the State of Georgia.

15. ACKNOWLEDGEMENT

By placing and continuing to maintain or place information on **MyDVshop.com**' servers You are stating and acknowledging that You have read the aforementioned terms and conditions and that You understand such terms and conditions and agree to be bound by them.

16. STRATEGIC PARTNER

MyDVshop.com is a strategic partner of TheDVshop.com Inc.. All references to **MyDVshop.com** also apply to TheDVshop.com.

I have read and understand the agreement and agree to be bound by the terms and conditions.

Date:_____

Date:_____

Customer Name:_____

MyDVshop.com Rep. Name:_____

Customer Address:_____

MyDVshop.com Rep. Signature:_____

Customer Telephone:_____

Customer E-mail:_____

Customer Signature:_____