

SHOW-ME User AGREEMENT

The Terms Of Service Agreement entered into to by and between **User** and Show-me Internet a Missouri and Internet service provider owned by Asymmetric Technologies LLC, (hereinafter "**Show-Me**") for the purpose of **User** obtaining certain on-line computer services by **Show-Me**. Once service is activated you the **User** are bound by these terms, policies and conditions. It is the customers responsibility to maintain a copy of these records. **Show-Me** and its providers reserve the right to change the terms and conditions of this Agreement, or any collateral agreements referenced herein, by notifying **User** on our web sight or via e-mail. In consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

1. **Services:** In consideration of the **User's** promise to pay monthly fees as set forth below, **Show-Me** hereby agrees to provide **User** with basic on-line computer services including, but not necessarily limited to, access to the World Wide Web and the Internet, the ability to send and receive e-mail, and other services as fully set forth in Exhibit A which is attached hereto and incorporated herein by this reference. **Show-Me** reserves the right to offer additional basic services or substitute equivalent services at its discretion. **User** may use **Show-Me's** services from different locations and computers with the stipulation that **User's** account never be simultaneously used by more than one computer at a time, applicable charges for using **Show-Me's** toll-free services & metered service areas do apply and **Show-Me** is not responsible for toll-calls made by **User** to connect to **Show-Me's** service. **Show-Me** allows access and makes no guarantee of **User** side connectivity and is not responsible for long distances telephone charges or any equipment failures. **User** may only authorize the use of **User's** account to other members of **User's** immediate household.
2. **Terms and User Fees:** Inconsideration and payment for the basic service to be provided by **Show-Me**, **User** agrees to be bound by the provisions of this Agreement for the term selected by **User** below, and to pay the associated monthly fee selected. However, **Show-Me** reserves the right to alter its **User** fee rate structure in the event significant advances in technology result in cost savings which, in the judgment of **Show-Me**, should be passed on to the customer or which results in an increase of **User's** rate. The foregoing notwithstanding, any such judgment which results in an increase in **User's** rate requires **User's** consent pursuant to paragraph 10 below. If said consent is not given this agreement shall immediately terminate at no cost to either party. **Show-Me** will activate **User's** account upon acceptance of application and acceptable payment method (via e-check, bank draft, credit/debit cards or other options as available). **User** shall promptly notify **Show-Me** in writing or by e-mail of any changes in Users account information, such as changes in address or telephone number or to cancel service. There are no refunds for any account if the service has been used any amount of time. If you are not using the service, it is the **User's** responsibility to properly cancel. Users who sign up and elect **Show-Me** Internet as their provider on a promotion must pay the promotional fee on time. Interruptions and/or disconnects in service result in the Users paying regular price and has forfeited the promotional price.
3. **Payment** Information: To facilitate prompt payment and provisions of services under this agreement, **User** hereby agrees that all payments under this agreement shall be by automatic bill-pay, such as: bank draft, credit/debit card, or E-check. Also, all new users accept that services are to be prepaid except under special circumstances in which other arrangements will be made. Said special circumstances are solely decided by **Show-Me**. Upon execution of this agreement, **User** will provide **Show-Me** with all necessary information and/or documents, and will execute all necessary authorizations, to allow **Show-Me** to establish an automatic draft. A reconnection fee of \$6.00 is applied to any account that is terminated or suspended. All returned payments will generate a \$20.00 fee, and each Credit Card item charged to **Show-Me** will result in a \$50.00 fee. **Show-Me** will **NOT** refund any overdraft charges created by an automatic payment. Any account not paid will be placed with a collection agency and subject to a 33.3% recovery fee. Aforementioned fees and penalties are the sole responsibility of the **User**. **Show-Me** does not accept any credit card or checking information from any payee other than the account holder. Any Credit Card or Bank fraud detected will be reported to the proper authorities.
4. **Rates & Usage:** **User** shall pay monthly service fee as set forth in Exhibit A, and understands that said fees are in consideration for **Show-Me's** basic services. **User** acknowledges that average use of basic on-line services does not exceed four-hundred hours per month. Consistent use in excess of four-hundred hours per month may result in **User's** account being switched, at **Show-Me's** sole discretion to a dedicated account at **Show-Me's** then existing rates. **User** also acknowledges other services are available from **Show-Me** for an additional charge. A list of other such services are currently available

upon request. However, **Show-Me** reserves the right to discontinue or offer additional services and to adjust fees at its discretion.

5. **Limitations of Liability & Warranties:** **Show-Me** makes no warranties of any kind, whether express or implied, for its setup or services. **Show-Me** specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. **Show-Me** will not be responsible for any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruption, temporary service interruption, or **User's** errors or omissions. **Show-Me** shall have no liability for failure to provide services resulting from the acts or omissions of third parties. **Show-Me** will not under any circumstances be responsible for consequential damages, including but not limited to, any any consequential damages arising from **Show-Me's** failure to provide services in accordance with this Agreement. **Show-Me** disclaims any warranty, expressed or implied, to any pc or computer system including all peripherals attached at anytime regardless of time and date of service.
 1. **Temporary Service Interruptions:** **User** agrees and understands that, while **Show-Me** will use every effort to avoid temporary service interruptions, such interruptions may occur from time to time as a result of **Show-Me's** need to upgrade, repair, and maintain its equipment. Moreover, **User** agrees and understands temporary service interruptions may occur as a result of events totally beyond **Show-Me's** control. Such events include, but are not limited to, power or telephone outages caused by natural disasters, interruption of such services caused by individuals other than **Show-Me**, and interruption of **Show-Me's** access to its backbone provider as a result of said provider's need to upgrade, maintain or repair its own facilities. **User** hereby agrees that such temporary interruptions in service will not constitute cause to terminate this Agreement. For the purpose of this Agreement "Temporary Service Interruptions" shall mean an interruption of service less than forty-eight hours in duration.
6. **Rules & Regulations:** **User** hereby agrees to abide by any and all of **Show-Me's** rules and regulations for accessing the services provided hereunder. Any breach of said rules and regulations shall be cause for immediate termination of services and shall be considered an act of default under this agreement. Moreover, **Show-Me** has no control over the content accessible through our service. Some materials may be offensive to certain groups of individuals. Any individual less than eighteen years of age must have a parent or legal guardian authorize this Agreement, verifying that the parent or legal guardian understands that said users will have access to such materials and that service provider does not accept responsibility for monitoring and/or controlling such access. **User** and, if applicable, **User's** Legal Guardian, hereby release(s) **Show-Me** from all claims arising from **User's** and/or other individuals exposure to material that **User** or such other individuals may find offensive.
7. **Termination and Default:** Except for termination as a result of rate increases as set forth in paragraph two above, the parties hereby agree this Agreement may be terminated only for just cause as that term is defined below. Other than termination for cause, and subject to the provisions concerning temporary service interruption set forth above, **Show-Me** agrees to provide **User** with basic on-line computer services for the full term of this Agreement. Similarly, **User** hereby agrees to be bound by the terms of this Agreement for the full term hereof and in the absence of just cause, **User** agrees **User** may not terminate this Agreement. As used in this paragraph with regard to the **Show-Me**, "just cause" means **User's** failure to pay for services as required under this Agreement, **User's** failure to abide by **Show-Me's** rules and regulations, or **User's** breach of any federal, state, or local law, ordinance, or regulation concerning the use of on-line computer services. **User** hereby agrees and acknowledges that **Show-Me's** policies with regard to termination have been explained to **User** and that services may be terminated for cause without further notice except as may be provided pursuant to **Show-Me's** policies, rules, and regulations. As used in this paragraph with regard to the **User**, "just cause" shall mean the failure of **Show-Me** to provide basic on-line computer services for period of time in excess of forty-eight hours. The foregoing notwithstanding, "just cause" does not include **User** receiving busy signals when **User** attempts to connect to **Show-Me's** service. IN the event **Show-Me** terminates this Agreement for cause, **User** shall be liable for one half of all monthly fees required by this Agreement said amounts to be paid in a single lump sum immediately following such termination. By way of example: a **User** who requests two years of service, but terminates the contract without just cause after six months shall pay, in a single lump sum, an amount equivalent to nine monthly payments. In the event **Show-Me** fails to provide basic services, **User** shall be released from any and all liability for the remaining term of this Agreement. However, written notice of said termination shall be provided to **Show-Me** no later than thirty-one days following the event or events resulting in **Show-Me's** failure to provide basic services and shall describe said events with sufficient clarity for **Show-Me** to identify the cause of said failures.
8. **Remedies are Cumulative and Non-Exclusive:** The remedies provided to the parties in the event of default are cumulative and no one of them shall be deemed exclusive of the others or of any other such

rights, powers, remedies, options, or elections, which now exist, or which may hereafter be available, in law or in equity.

9. Total Agreement: This agreement supersedes any other written or oral agreement, and represents the complete understanding between **Show-Me** and the **User**. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect. This Agreement shall be binding upon the parties, their heirs, representatives, legatees, successors, and assigns.

10. Choice of Law, Severability, and Venue: Any issue with regard to the interpretation, meaning and enforceability of this agreement shall be construed according to the laws of the state of Missouri as it now exists, or may hereafter be amended. The parties hereto shall, at all times comply with all local, state and federal laws and regulations relating to the performance of this Agreement. In the event it is determined any terms of this Agreement violate any aforementioned laws and regulations, the other terms hereof shall remain in full force and effect unless and until declared invalid by a court of competent jurisdiction. It is agreed by the parties that any action at law or equity to enforce or construe this Agreement, or which is brought with regard to the alleged breach hereof, shall be instituted only in the Circuit Court of Wayne County, State of Missouri.

I (**User**) have read the foregoing Agreement and acknowledge and agree to its terms. Use of my account constitutes my acceptance of this Agreement. In addition, my acceptance of this Agreement is acknowledged when I sign up for **Show-Me**. I am responsible for maintaining an update copy of this guidelines. Any violations of these terms and policies will force **Show-Me** to terminate any service for any reason. **Show-Me** has a right to refuse service to anyone.

Exhibit A- Monthly Rates of Service Account:

See:Pricing Chart

Other Packages are in consideration, and will be added at a later date.