

IMPORTANT: By signing this Agreement, the Member of Internet Online Hong Kong Limited agrees to be bound by the following terms:-

1. Definitions

"Agreement" -this document.

"Member" - subscriber to Internet Online Hong Kong Limited.

"Services" - access to the Internet and any ancillary Internet-based technologies, consulting and other services being offered from time to time by Internet Online Hong Kong Limited.

"Internet Online" - Internet Online Hong Kong Limited and all other entities involved in the provision of the Services.

2. Subscription Fee And Charges

The Member agrees to pay Internet Online any subscription fees, connect time charges, e-mail charges and all other charges as may from time to time be notified to the Member by Internet Online in accordance with this Agreement. The Member must pay all applicable taxes relating to the use of the Services. The Member shall be responsible and liable for and shall indemnify Internet Online in respect of liability for any and all use of the Member's account and all actions and costs incurred and for all use of the Services accessed through the Member's account or otherwise by virtue of the provision of the Services to the Member.

3. Theft Or Loss Of Password

The Member shall assume sole responsibility for the security of its password. In the event of theft or loss of password, the Member must notify Internet Online immediately by telephone and concurrently provide written notice. The Member shall remain liable for the use of the Services by any third party until such theft or loss is notified to Internet Online.

4. Use Of The Services

Internet Online exercises no control whatsoever over the content of information passing through the Services. Internet Online makes no warranty of any kind, whether expressed or implied for the Services it is providing. Internet Online also disclaims any warranty of merchantability or fitness for a particular purpose, and any obligation to maintain the confidentiality of information, although Internet Online current practice is to utilize reasonable efforts to maintain such confidentiality. Internet Online will not be responsible for any damage you suffer from the use of the Services. This includes loss of data resulting from delays, non-deliveries or service interruptions caused by its own negligence or your errors or omissions or due to inadvertent release or disclosure of information sent by you. Use of any information obtained via the Services is at your own risk. Internet Online specifically denies any responsibility for the accuracy or quality of information obtained through its Services. No credit or refund will be made in respect of "downtime" of the Services.

Internet Online reserves the right to amend any particular program information or facility which it provides or may provide through the Services. The Member agrees to abide by all applicable laws (whether Hong Kong or the laws of any relevant jurisdiction) relating to the use of the Services and any Third Member must abide by generally accepted rules of conduct relating to proper use of Internet resources. The Services may only be used for a lawful purpose regarding the use of telephones to transmit obscene, threatening, harassing, or other offensive messages. The Member must not transmit any message or other material which constitutes an infringement of any copyright or

trademark. The definition and interpretation of what constitutes such acts remain the sole right of management of Internet Online. Persistent violation will be grounds for termination of this Agreement and Internet Online has the right to forfeit any deposit of the Member. The Member shall indemnify Internet Online against his breach of this condition.

Internet Online prohibits any SPAMMING or related activities. Member sending unsolicited e-mail via Internet Online will result in immediate termination of the account and forfeiture of any deposit left.

5. Payment

Internet Online invoices the Member on a monthly basis by e-mail only. Payment is due for the full invoiced amount and must reach Internet Online office on or before the due date.

6. Termination Of Membership

Termination only takes effect at the end of the month. To terminate, the Member must notify Internet Online in writing at least 7 days before the end of the month. Otherwise, the Member agrees to continue with the Services and is liable for any subscription fee and charges incurred.

7. Amendment Of Agreement

By one-month advance notice sent by e-mail, Internet Online may modify and amend this agreement, services offered, operation procedures or any of its service fees, late charges and prices and may discontinue or revise any or all other aspects of the Services at its sole discretion. The Member may, by serving a 7-day written notice to Internet Online, before end of the month, terminate this Agreement. Continue use of the Services following such modifications constitutes acceptance of the terms, as modified.

8. Breach Of Agreement

If the Member is in breach of any of the terms of this Agreement including late payment of any invoices, Internet Online may at its sole discretion either suspend the Member's access to any use of the Services until such breach is remedied or terminate this Agreement and the Member's access to any use of the Services. Reinstatement will require full payment of outstanding balance, plus applicable fees.

9. Miscellaneous

The Member has no right to any data stored and Internet Online will be under no obligation to make such data or any copy of it available to Member in any form whatsoever should Internet Online suspend or terminate the Services pursuant to Clause 8. Should this Agreement terminate for any reason whatsoever the Member data stored on Internet Online's facilities will be explicitly erased without prior notice.

This Agreement shall be construed in accordance with and governed by local laws of Hong Kong.

This Agreement supersedes all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms or any order submitted. Use of Internet Online constitutes acceptance of this Agreement. This Agreement will be effective from the date of the Member's signature as shown on the Application Form. All subsequent written or oral orders placed by the Member under this Agreement will become an integral part of this Agreement as of the date of first use of the Services.

Revised 12 August 1997, Internet Online Hong Kong Limited.