

**IMPORTANT - READ CAREFULLY: THIS MEMBERSHIP AGREEMENT (the "Agreement") is a legally binding contract between you or your company, as applicable ("MEMBER") and MIVNET L.L.C. ("MIVNET").**

**BY CLICKING THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

**TERMS**

1. Membership.

1.1 MEMBER hereby acknowledges and agrees to become a member of the MIVNET Network. As such, MEMBER shall be entitled to all of the benefits of membership and shall be responsible for fully satisfying all of the duties of a MEMBER, as determined by MIVNET in accordance with the terms and conditions of this Agreement. By using the MIVNET Network, MEMBER agrees to be bound by all of the terms and conditions of this Agreement and the rules that might be posted from time to time on the MIVNET Network, in order to become or remain an authorized MEMBER of the MIVNET Network.

1.2 MIVNET reserves the right, at its sole discretion, to change, modify, add or remove portions of this Agreement at any time. Notification of any and all changes to the terms and conditions of this Agreement will be posted on the MIVNET Network, or sent via email to the members. The MEMBER hereby acknowledges and agrees that by continuing to use this service after the posting of Notices regarding such changes, MEMBER agrees to be legally bound by such changes. MEMBER further acknowledges and agrees that the MIVNET Network may change, suspend or discontinue any aspect of the MIVNET Network at any time, including the availability of any feature, database, or content. MIVNET also reserves the right to impose limits on certain features and services or restrict MEMBERS access to parts or all of the MIVNET Network without notice or liability. MEMBER hereby acknowledges and agrees that MIVNET shall not be liable to MEMBER or any third party should MIVNET exercise any of MIVNET'S rights hereunder.

1.3 MEMBER further acknowledges and agrees that MEMBER is entirely liable for any and all activities conducted through membership in the MIVNET Network which may be construed to be slanderous, unlawful, harmful to, threatening, harassing, hateful, vulgar, obscene, pornographic, abusive, embarrassing, racially, ethnically or otherwise objectionable, to anyone or any business or entity; and/or intentionally or unintentionally violate any applicable local, national or international law including, but not limited to, any regulations having the force of law while using or accessing the MIVNET Network or in connection with MEMBER'S use of the services provided by the MIVNET Network in any manner.

2. Fee for Membership.

2.1. The current monthly fee for membership (the "Fee").is set forth below.

<b>Facility Listings</b>	<b>Monthly</b>	<b>*Quarterly</b>	<b>Semi-Annual</b>	<b>Annual</b>
<b>1</b>	\$75.00	\$225.00	\$450.00	\$900.00
<b>2</b>	\$100.00	\$300.00	\$525.00	\$1,200.00
<b>3</b>	\$125.00	\$375.00	\$750.00	\$1,500.00
<b>4</b>	\$150.00	\$450.00	\$900.00	\$1,800.00
<b>5</b>	\$175.00	\$525.00	\$1050.00	\$2,100.00
<b>6 or more</b>	Call	for	special	rates

(the "Fee"). **\*Existing members converting to this agreement, pre-payment waived.**

2.2. The Fee for your first (1) month is due immediately upon accepting this Agreement. The Fee may be paid by credit card, debit card, certified check, money order or in limited instances, subject

to MIVNET'S sole discretion, by personal check. MEMBERS desiring to pay by check must procure pre-approval by calling or e-mailing MIVNET at: [accounting@mivnet.com](mailto:accounting@mivnet.com)

(800) 464-8638 or admin@mivnet.com, respectively.

2.3. MEMBER'S Fee for each succeeding month thereafter shall be due on the same day of the month as the date such MEMBER'S membership became effective.

2.4. In the event that MEMBER'S membership became effective on the 29th, 30th, or 31st of any month, then in only those months without such dates, MEMBER'S Fee shall be due and payable on the first day of the immediately succeeding month.

2.5. MIVNET reserves the right in its sole and absolute discretion to change MIVNET'S fee structure at any time by providing notice at least one full billing cycle in advance.

2.6. In the event MIVNET raises the Fee, MEMBER shall have the option to terminate this Agreement within thirty (30) days of MEMBER'S receipt of the notice of the Fee increase.

3. Membership Rate.

**3.1. MEMBER hereby agrees to provide services to MIVNET customers or other members of the MIVNET Network as follows:**

RATES Member to Member:

Any member shall be entitled to member to member published rates as set forth on the website located; <http://www.mivnet.com/b2bplan1L3>.

Rates MIVNET Customer

Any customer that identifies MIVNET as its source for locating the MEMBER'S room shall be entitled to MIVNET published rates as set forth by the member or advertiser. This does not prevent the member or advertiser from establishing or publishing different rates for other customers.

3.2 For purposes of this Agreement, the term "HOSTING MEMBER" shall refer to the member whose video-conferencing facility will be reserved by the other member.

4. Collection. When MEMBER'S customer wishes to use another member'S video-conferencing facility, arrangements must be made in advance with the HOSTING MEMBER whose facility will be used. HOSTING MEMBER will collect from the member using the facility. MEMBER will remit the fee to the HOSTING MEMBER providing the services within thirty (30) days after the service is provided.

5. Termination. This Agreement is a month-to-month agreement. If this Agreement is effective on a day other than the first day of a calendar month, the initial term will end on the last day of the first full calendar month following the effective date. This Agreement will automatically renew each calendar month for successive one (1) month renewal terms, unless the party not intending to renew provides advance written notice of at least fifteen (15) days to the other party.

6. NO WARRANTIES.

6.1 ANY AND ALL MIVNET SERVICES ARE PROVIDED "AS IS." MIVNET DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIVNET DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON ITS WEBSITE OR ANY MATERIALS OR CONTENT CONTAINED

THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. MIVNET SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITES INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN.

6.2 MEMBER HEREBY INDEMNIFIES, DEFENDS AND HOLDS HARMLESS MIVNET, AND ALL OFFICERS, DIRECTORS, OWNERS, AGENTS, AFFILIATES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY LIABILITY AND COSTS INCURRED BY INDEMNIFIED PARTIES IN CONNECTION WITH ANY AND ALL CLAIMS ARISING OUT OF ANY BREACH BY ANY MEMBER OF THIS AGREEMENT OR ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS THROUGH AND INCLUDING ANY APPELLATE PROCESS. MEMBER HEREBY AGREES TO COOPERATE AS FULLY AS REASONABLY REQUIRED IN THE DEFENSE OF ANY SUCH CLAIM. MEMBER HEREBY ACKNOWLEDGES AND AGREES THAT MIVNET RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY THE INDEMNIFYING MEMBER.

7. LIMITATION OF LIABILITY. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT SHALL TRF BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE MIVNET NETWORK OR THE SERVICES PROVIDED THEREBY, EVEN IF MIVNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, MIVNET'S ENTIRE LIABILITY FOR ANY DAMAGES TO YOU OR ANY OTHER PERSON SHALL NOT EXCEED \$100.00.

#### 8. Miscellaneous.

8.1. Entire Agreement. This Agreement contains the sole and entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any and all other prior or contemporaneous written or oral agreements or understandings between them with respect to the subject matter contained in this Agreement.

8.2. Captions. Captions contained in this Agreement are inserted only as a matter of convenience or for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of this Agreement.

8.3. Cooperation and Other Documents. The parties shall take all such actions and execute all such documents that may be necessary or desirable to carry out the purposes of this Agreement whether or not specifically provided for in this Agreement.

8.4. Governing Law. This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws rules.

8.5. Jurisdiction and Venue. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Miami-Dade County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally:

(a) agrees that any suit, action or legal proceeding must be brought in Miami-Dade County, Florida;

(b) consents to the jurisdiction of such court in any suit, action or proceeding;

(c) waives any objection which it may have to the laying of venue of any suit, action or proceeding in any of such courts; and

(d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Florida.

8.6. Force Majeure. If the performance of any obligation by MIVNET under this Agreement is prevented, restricted or interfered with by reason of natural disaster, war, revolution, windstorm, civil commotion, acts of public enemies, blockade, embargo, strikes, any law, order, proclamation, regulation, ordinance, demand or requirement having a legal effect of any government or any judicial authority or representative of any such government, or any other act or event which is beyond the reasonable control of the party affected, then MIVNET shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that MIVNET shall use reasonable commercial efforts to avoid or remove such causes of non performance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

8.7. WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.8. Non-Transferability. MEMBER'S right to use the MIVNET Network is non-transferable without the prior written consent of MIVNET, which may be withheld in MIVNET's sole discretion.

8.9. Notices. Any notice required or permitted to be given under this Agreement to MEMBER shall be sufficient and deemed given when the notice is sent by e-mail to the MEMBER'S last known e-mail address. Any notice required or permitted to be given under this Agreement to MIVNET shall be deemed given either when delivered personally, or by courier, or by facsimile machine with printed transmittal confirmation sheet, or three (3) days after mailing, postage prepaid by registered or certified mail, return receipt requested, addressed to MIVNET with copies provided to the address set forth below or to such other addresses as MIVNET shall hereafter designate in writing to MEMBER

**If to MEMBER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**If to MIVNET :**

**MIVNET L.L.C.**  
ATTN: Mark Levy, President  
PO Box 650098  
Vero Beach, FL 32965-0098  
Phone: 800-464-8638  
Fax: 877-874-6870  
Email: [info@mivnet.com](mailto:info@mivnet.com)

**With a copy to :**

**Dewitt Grossman, P.L.**  
ATTN: Mark Grossman, Esq.  
2000 Ponce De Leon Blvd 6th Floor  
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