

Appendix 3

Payment Terms & Conditions is an Agreement (the "Agreement") made exclusively

between you (referred to herein interchangeably as "Subscriber") and Internet Area Network Inc., ("IAREANET") a New York corporation (the "Provider") which states the terms and conditions by which Provider agrees to offer, and you agree to accept, the use of the Iareanet® service and associated software (collectively, the "Service"). This Agreement may be updated by Iareanet from time to time with notice to you.

1) Monthly Services. Any monthly service fees will be paid by either electric fund Transfer EFT (which requires a voided check and application) or charge card. All billing information must be submitted prior to setup. We will bring your systems live after receipt of first month's services fees. All customers are billed one month in advance.

2) Setup Fees/Hardware Fees. Setup fees and/or hardware fees are to be paid in full, prior to the start date of building your systems. Throughout your contract any additional hardware, software or equipment that is necessary for maintenance, repairs, growth etc. that is not included within your initial contract must be paid for via online payment or a valid credit card must be charged prior to delivery.

3) Contracting. Applicable setup, software and/or hardware fees must be paid in full at the point of signing the contract. 1/2 of the total labor and/or development must be paid before development or labor work begins. When 1/2 of the total labor and/or development is complete, one half of the remaining balance is due before the work is completed. The final balance must be paid before the system is turned live and passwords and/or documentation is distributed to the Subscriber. All additional services will be covered under a separate agreement following the same payment terms.

4) Onsite/Offsite Hourly Billing. Technicians will fill out and obtain a work order for any work performed. A Credit card or EFT must be left as a deposit on the account. When the customer signs off on the work order, a charge will be applied to a credit card. All customers have the option to pay with a Subscriber check before the Provider's technician leaves the premises. All Onsite and Offsite work can also be monitored via the , Online Trouble Ticket System.

5) Maintenance/Support Hourly Billing. Please refer to Appendix 2, Iareanet Maintenance Agreement. All requests for maintenance shall be entered online under support in our Online Trouble Ticket System. All phone requests and support will be billed at the hourly rate specified above unless the user is unable to use the Internet.

6) Return Policy | Discounts for Service Outages. All requests for service outage refunds must be sent via email to billing@iareanet.net or via mail at Billing, Internet Area Network Inc., 150-L Greaves ave #472, Staten Island, NY 10308 for a billing representative to review. This applies only for Iareanet's outages not our or clients Provider's network outages, and not major telecom outages, power outages, and outages on shared services.

7) Leasing Options. Subscriber has the option to use any leasing Subscriber or use one of our leasing partners. Provider is not legally or financially responsible for any third party actions nor is Provider responsible for their actions or inactions.

8) Monthly Service | Auto Rating. Some monthly service fees incur variable costs e.g. bandwidth, storage, service fees and telecom charges. We will re-rate your monthly bill to reflect the increase in service. If this is not the case, your monthly service charge will be specified within your contract and will withhold for length of contract.

9) Delivery of Invoice. All Invoices are delivered via electronic mail only to the appointed email address as completed on the Subscriber Contact Information Sheet.

10) Hourly Rate. An hourly rate for maintenance not included within this Agreement will be billed upon completion at a rate of \$125.00 (also stated within Maintenance Agreement). This rate shall also govern additional work authorized beyond the maximums specified below. Provider holds the right to change the rate upon renewal of original contract.

11) Late Payment Fees. All invoices that are more than 10 days late will have a 1.5% interest charge applied to the invoice. If a charge to your credit card is unsuccessful and any of your invoices are more than 60 days late it will result in service suspension until the account is paid current. All invoices that are more than 90 days late will result in collections of total contract value.

12) Returned Checks. If for any reason the bank returns a check written out from your Subscriber, a \$50.00 service charge will automatically be invoiced to your account. At which point a valid credit card must be charged in the amount of the check plus the \$50.00 charge.

13) Partners and Agents. Partners and Agents are expected to pay in full and on time every month. If payments are not received promptly your partnership can be revoked. Our partners and Agents are required to follow the above payment terms.

14) Commissions. Iareanet, pays commissions to our Agents, or Customers, for referring business that turns into a paying customer. Upon receipt of signed contract, from referred business, Iareanet will pay, commissions on a thirty day (30) cycle, after and only upon receipt of payment from referred customer(s). Commissions are paid for the lifetime of a customer provided they are under contract, paying their bill. These commissions are outlined in our Agent agreement.

15) Entire Agreement. This Agreement contains the full understanding of the parties and neither party has relied upon any oral or written representations. This Agreement supersedes any other oral or written agreement between the parties on the subject matter of this Agreement prior to the date hereof. Any modification to this Agreement must be in writing and signed by both parties.