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Interweb's Terms Of Service

All Payments To Interweb (Interwebnet, LLC) Are Non-Refundable unless they fall under an Interweb Guarantee. Interweb ("The Company") agrees to furnish services to the client, subject to the following TOS (Terms of Service). Use of Interweb Services constitutes acceptance to this agreement, and agreement to Interweb's AUP (Acceptable Use Policy), SLA (Service Level Agreement), WSA (Website Service Agreement) and MSA (Marketing Service Agreement) as applicable.

All provisions of this contract are subject to the aforementioned agreements all of which may be changed from time to time at the discretion of the Company. Client understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment. This Agreement shall be construed in all respects in accordance with the laws of the state of Michigan, county of Eaton applicable to contracts enforceable in that state. Venue will be Eaton County, Michigan.

Disclosure to Law Enforcement: The AUP specifically prohibits the use of our service for illegal activities. Therefore, Client agrees that the Company may disclose any and all Client information including assigned IP numbers, account history, account use, etc. to any law enforcement agency who makes a written request without further consent or notification to the Client. In addition Interweb shall have the right to terminate all service set forth in this Agreement.

Custom Software & Web-based Applications: Client acknowledges that any custom design work conducted on said behalf is bound by the Interweb End User License Agreement (EULA) which defines what the User may do with the project work, and contains limitations on warranties, liabilities and remedies. The EULA is available upon request or online at The Companies website. Client acknowledges and agrees to the Interweb EULA agreement upon project commencement and is obligated to abide by it at all times. This also includes but is not limited to custom applications such as e-Link™, VIMS™, @-Update, etc.

Service Rates: Client acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Client. Client is aware that the Company may prospectively change the specified rates and charges from time to time. Any promotional offer is contingent upon Company achieving and maintaining its cost of service goals including but not limited to rates charged to company by its suppliers. Annual WSA Service Plans offer discounted scripting rates based on estimates or previous contract maintenance averages and rolled over for the duration of the contract. If a contract is fulfilled prior to the completion of the WSA time period, a new agreement must be added to maintain discounted rates. Service plans are sold in blocks of 5 (5,10,15...) with aggregated discounts for number of hours purchased.

Payment: Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on a reoccurring date that coincides with the prorated portion from the date of signup. Unless otherwise noted, any and all subsequent invoices are due upon the 1st of the month. For all WSA/MSA projects/ Development tasks, company policy for billing includes ½ payment do at signing with the remainder ± adjustments (including an authorized cap of 20% from original estimate) to be paid upon completion. The only exception to this would be larger multi-phased projects handled in multiple installments outlined in the individual agreement. This allows for all design work to be completed on target according to company timeline and disbursement policies, while at the same time not having "open" projects awaiting client input and/or supplied information hindering other queued or pending client projects.

Payments and Fees: Interweb utilizes an Autopay™ system. This protects our clients from receiving unnecessary late fees and administrative upkeep. However, for any and all returned checks, the amount due



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will be resubmitted to the clients credit card on file and will include a \$50 or 10% administrative – returned check fee whichever is greater, as appropriate. If further declination occurs, your internet service may be interrupted for non-payment and be subject to account reactivation fee of \$50 plus any unpaid late fees. For any and all declined credit card charges, you may be subject to a transaction charge of not less than \$2. Accounts that are not collectable by Interweb will be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company the "Processing and Collection" Fees incurred by the appointed collection agency, which will be added to the collected amount and not be less than \$50. Any and all bad or erroneous checks may be turned over to the Eaton County Assistant Prosecuting Attorneys office, in the Economic Crimes Unit. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

Late Fees & Account Interruption: Any accounts that are not on the Autopay™ system will be subject to a monthly \$15 monthly admin billing fee and be required to have payment reach our billing office on or before the due date (typically the 1st of each month) or be subject to a late fee of 1.5% or \$25 whichever is greater. Any invoice that is outstanding for 14 days and not paid in full including any and all fees, late or otherwise, may result in an account suspension until account balance has been paid in full which will also now include the account reactivation fee of \$50 plus any unpaid late fees. The \$50 reactivation fee is applied in addition to whatever else is owed to Interweb for services rendered. Access to the account will not be restored until payment has been received.

Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Client to pay charges when due. Such termination or denial will not relieve Client of responsibility for any signed contract/service agreements or outstanding payments including any additional accrued charges, interest and/or collection fees.

Web/Mobile Site Design Project 100% Guarantee: Interweb is proud to offer a 100% Satisfaction Guarantee to our web/mobile site design project customers. Interweb will provide mock-ups (design examples) to the client in a non-coded (non-html) copyrighted format for the projects design. If a client is not satisfied with the original mock-ups development or project scope, they must contact their account manager before first revisions are conducted for an immediate refund. Once a project design mock-up has been approved or revisions requested, the full contract obligation will be met. If design development is not completed due to inadequate follow-up/input by client, new charges for development will occur to re-open and queue the development process or may be covered by clients' maintenance agreement as applicable in accordance with a signed WSA or MSA. There will be no refunds granted for application and web-application projects and software development once the project is initiated as these are customized specifically to customers needs.

Refunds and Disputes: All payments made after the initial 30 days of service (or post guarantee period) to Interweb are nonrefundable. This includes any administrative or setup fees and subsequent charges regardless of usage. All overages or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Interweb's sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay Interweb an "administrative Fee" of not less than \$50 and not more than \$150. Timelines are estimates and as such are used as a guideline for development in the dynamic project design industry. Inability to provide a finished product by any certain estimated end date does not constitute breach of any Interweb contracts, and will not result in any discount or refund. If a certain deadline must be met all resources will be utilized to get the project completed by the requested / estimated date. However if client is going to request a mandated completion timeline, we requests the client utilize another company that can work under such an arrangement.



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Account Cancellation: Annual+ contracts have integrated savings discounts of up to 25%. All requests for canceling perpetuating accounts may only be made in writing with at least 60 days prior written notice for monthly accounts and 90 days in writing for quarterly and annual pay accounts - you must include account number, any other information and an authorized signature to cancel. All requests for canceling an account under a signed annual contract, such as a Client Approval Agreement (CAA) Dedicated Server Service Level Agreement (SLA) for all Dedicated Servers and prepaid invoices, or Website Service Agreement (WSA), are subject to an Early Cancellation Fee. The Early Cancellation Fee is 50% of the client's current monthly charges for each of the remaining months in the selected agreement term in addition to any outstanding development or design, setup and/or finance fees, and any excess or "waived" maintenance conducted. Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Client further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by Client for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

Support Boundaries: Interweb, provides technical support to our Clients. We limit our technical support to our area of expertise. The following is our guidelines when providing support: Interweb provides support related to your server or functioning. Interweb does not offer tech support for application specific issues such as cgi programming, html or any other such issue. Interweb does not provide technical support for YOUR Clients. If you can email, we encourage you to email support@iwplanet.com or emergency phone support during normal business for assistance. Any request of technical support warrants the possibility of being charged a system administration fee if the request related to Operating System functionality, software application functionality, or Control Panel functionality. If a staff member of Interweb is required to login to your server to provide support, system administration fees may be applied to your account.

SPAM and Unsolicited Commercial Email (UCE): Interweb takes a zero tolerance approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that Clients of Interweb may not use or permit others to use our network to transact in UCE. Clients of Interweb may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service. Violation of Interweb's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Interweb will initiate an immediate investigation (within 48 hours of notification). During the investigation, Interweb may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Interweb may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Interweb reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Interweb will notify law enforcement officials if the violation is believed to be a criminal offense. First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that Interweb personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account. As our Clients are ultimately responsible for the actions of their clients over the Interweb network, it is advisable that Clients develop a similar, or stricter, policy for their clients if applicable.



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Network

IP Address Ownership: If Interweb assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Interweb, and Customer shall have no right to use that Internet Protocol address except as permitted by Interweb in its sole discretion in connection with the Services, during the term of this Agreement. Interweb shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Interweb, and Interweb reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you **MUST** use name-based hosting where possible. We will periodically review IP address usage, and if we find that clients are using IP addresses where name-based hosting could be used, we will revoke authorization to use those IP addresses that could be used with name-based hosting.

Bandwidth Usage: Customer agrees that bandwidth that exceeds the given rate on a monthly basis will pay an "overage" as detailed on the Interweb website. Interweb will monitor Customer's bandwidth via MRTG. Interweb shall have the right to take corrective action if Customer's bandwidth is excessive and interrupts service for other customers. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Interweb's sole and absolute discretion. If Interweb takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Interweb may, at its sole discretion, collect a deposit, in an amount determined by Interweb, against customer's credit card on file with Interweb.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the Interweb Network. Violations of system or network security may result in civil or criminal liability. Interweb will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.
- Addition of IP addresses that have not been specifically assigned to the server.

Notification of Violation: Interweb is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

First violation: Any User, which Interweb determines to have violated any element of the Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Interweb's discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.



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Second Violation: Users that Interweb determines to have committed a second violation of any element of the Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice. We reserve the right, to drop the section of IP space involved in Spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

Suspension of Service or Cancellation: Interweb reserves the right to suspend network access to any customer if in the judgment of the Interweb network administrators the customer's server is the source or target of the violation of any of the other terms of the AUP or for any other reason which Interweb chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's machines were suspended. Interweb reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of Interweb must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate Cancellation. You will be held responsible for the actions of your clients in the matter described on these Terms and conditions. Therefore, it is in your best interest to implement a similar or stricter Terms and conditions or otherwise called Acceptable Terms of use policy.

Indemnification: Interweb wishes to emphasize that in agreeing to the Interweb Acceptable Use Policy (AUP) and Terms of Service (ToS), customer indemnifies Interweb for any violation of the Acceptable Use Policy (AUP) and Terms of Service (ToS) which results in loss to Interweb or the bringing of any claim against Interweb by any 3rd party. If Interweb is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Interweb, plus all costs and attorney's fees.

Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. A waiver by the Company of any breach of any provision of this Agreement by Client shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. Client shall not transfer or assign this Agreement without the prior written consent of the Company. Company may assign Agreement at anytime without consent from or notice to Client. Company reserves right to cancel Clients rights under this contract at anytime without further obligation. Interweb is not responsible for the content of any websites linked to the Interweb Network; links are provided as Internet navigation tools only. Interweb disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy. Interweb is not responsible for any damages your business may suffer. Interweb does not make implied or written warranties for any of our services. Interweb denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Interweb. All design code shall be written, and/or maintained by Interweb as applicable, and no others. Any changes herein, to the format will need the express consent from Interweb, thus decreasing the probability of errors and improper functioning of the website prior to contract fulfillment. Interweb retains all copyrights to any development and/or modifications conducted on behalf of their clients, regardless of footers, unless otherwise assigned per additional signed agreement or addendum. Ownership of said design and code may be transferred to the client for an agreed upon prorated price of not less than twice the development and project costs at the current non-discounted rates, less any monies received toward the development project at the time of ownership transfer.

Responsibility for Content: You, as Interweb's customer, are solely responsible for the content stored on and served by your Interweb server.