

# AUP

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If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of WebNexus in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

## Indemnification

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold WebNexus, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense including without limitation attorney's fees and cost of litigation) incurred or suffered by WebNexus, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify WebNexus in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and WebNexus shall confer as to and agree on the legal counsel(s) to be selected in any such defense. Authorized User

It will be a strict policy of WebNexus that only the Authorized User may order changes to their account. If a user wishes to give authorization for another person to make changes to the account ie: passwords, web site changes etc. WebNexus requires written authorization from the owner (Authorized User) of the account. CANCELLATION

Subscriber may cancel service upon a written signature notice by mail or fax. The subscriber is not obligated to any subscription fees for more than one month at a time unless under a written signed contract. If the subscriber has prepaid for more than one month in advance and cancels service, WebNexus shall refund any and all full month fees not used at the time of cancellation on a pro-rata basis (i.e. any discounted rates shall be forfeited on early cancellations). Subscriptions canceled after the 5th day after their due date will not receive refunds of money for that month's fees. WebNexus will not refund any "set-up" or "installation" fees. Terms of Payment

A credit card User agrees to allow WebNexus to bill his or her card on each successive billing date without obtaining User's permission after the initial charge. A credit card User shall notify WebNexus of any changes in credit card number or expiration date. If the card is not honored for any reason, WebNexus will attempt to notify the card holder by using the telephone information given at sign-up or by E-mail. WebNexus will call the card holder, and if alternative billing has not been established, the account will be terminated. Restoring the account will be subject to a setup fee of \$10.00.

If payment is by check, payment due dates are indicated on User's invoice. Dishonored checks are subject to a collection fee to be determined by WebNexus in its sole and absolute discretion and User's account may be suspended until the account is current. If payment is not received, service will be terminated and a setup fee of \$10.00 will be added to charges for additional Service.

WebNexus maintains the right to terminate Service for any unpaid subscriptions. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. Termination of Service shall not relieve User from the obligation to satisfy outstanding invoices. In the event WebNexus utilizes an attorney to collect any unpaid amounts, User shall be responsible for the payment of all of WebNexus's attorneys' fees and costs in the collection of these sums.

WebNexus reserves the right to change prices at any time without prior notice to its customers or the public. Price changes will not be retroactive for existing customers, regardless of the length of their existing service subscription. PHONE ACCESS NUMBER NON-LIABILITY

WebNexus is NOT responsible or liable for any phone charges you may incur as a result of connecting to WebNexus Internet Services. WebNexus further, DOES NOT guarantee that any WebNexus Internet Access phone number that you dial will not incur metered rate, message unit or long distant charges to you, your residential phone and/or your business phone system. The WebNexus subscriber is solely responsible for determining if there are local phone charges that may or will occur as a result of connecting to the Internet or WebNexus. WebNexus will not reimburse any subscriber for any phone charges no matter if the phone number incurring the charges was obtained from WebNexus staff, a WebNexus printed list, a WebNexus data setup disk, or by some other means. WebNexus WILL NOT PAY FOR ANY PHONE CHARGES OF ANY SUBSCRIBER FOR ANY REASON. PASSWORDS and SERVICES

Subscriber is responsible for their individual passwords and login "usernames" and shall not intentionally give their password to anyone. Subscriber may not resell, assign or transfer this agreement or Internet access without prior written authorization from WebNexus. \*\*Age Limit

User represents to WebNexus that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18. Sexually Explicit Materials

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. WebNexus has no control over and accepts no responsibility whatsoever for such materials. TERMINATION AND UNACCEPTABLE USE

WebNexus may terminate Subscriber service for other reasons upon 10-day e-mail notice. WebNexus may refuse service to anyone.

User agrees to not use the Dial-up service as a dedicated connection. The determination of what a dedicated connection is shall be at the sole determination of WebNexus is provided as an unlimited service provided that you may not use the provided connection as a dedicated connection.

User agrees to remain signed into the network only when actually making use of same, and to disconnect when idle for significant periods of time (more than 60 minutes).

DSL is a dedicated connection but is not a dedicated transfer connection unless otherwise noted. Sustained transfers longer than 5 days may be subject to termination. Transfers of pirated software and/or media may also be subject to termination. WebNexus observes copyright laws and does not provide its services to circumvent said laws.

User may not:

- attempt to defeat any idle timer or system tool intended to enforce the part-time and personal nature of User's connection, including the use of pingbots and other methods of avoiding timing disconnection;
- restrict or inhibit any other user from using and enjoying the Internet;
- post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

- post on personal webspace provided any sexually explicit materials or materials that may be offensive.
- post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder;
- upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;
- send unsolicited advertising or promotional materials to other network users;
- allow users to run Maillist, Listserv or any form of auto-responds from User's account; \*
- run or activate processes while User is not logged in;
- violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind of illegal activity; or
- violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

WebNexus has no obligation to monitor the Service. However, User agrees that WebNexus has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. WebNexus will not intentionally monitor or disclose any private E-mail message unless required by law. WebNexus reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. WebNexus reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of WebNexus following payment of a reconnection charge, to be determined by WebNexus in its sole and absolute discretion. Messaging

User agrees to limit their use of the WebNexus's service, specifically regarding the use of WebNexus's electronic (email) services, to the following restrictions:

#### Unauthorized Use of Relay Servers

User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

#### Fraudulent Addressing

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the WebNexus's service. Fraudulent Content

User agrees to be held responsible for the distribution of fraudulent materials.

**VIOLATION OF ANY OF THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES. FURTHERMORE, VIOLATION OF ANY OF THESE TERMS, RELATING TO THE TERMS DESCRIBED WITHIN THIS "MESSAGING" SECTION OF THIS DOCUMENT, WILL RESULT IN THE IMMEDIATE PENALTY OF \$200. WebNexus RESERVES THE RIGHT TO CHARGE USER'S CREDIT CARD, IF ON FILE FOR USE IN PAYMENT OF WebNexus's SERVICES, A ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. IN THE EVENT USER PRE-PAYS FOR THEIR WebNexus's SERVICE VIA CASH, CHECK, OR MEANS OTHER THAN CREDIT CARD, WebNexus RESERVES THE RIGHT TO INVOICE AND HOLD USER RESPONSIBLE FOR THE ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. USER ALSO AGREES TO THE IMMEDIATE TERMINATION OF WebNexus's SERVICES FOR VIOLATION OF ANY OF THESE TERMS.** Restricted Content

You agree not to post any of the following restricted contents: Illegal, Abusive or Unethical Activities include, but are not limited to, pornography, obscenity, nudity, violations of privacy, hacking, computer virus, gambling, or promotion of gambling, and any harassing or harmful materials or uses, as determined by us. You agree to indemnify and hold us harmless from any claim resulting from your publications or use of Illegal, Abusive or Unethical materials.

#### No Confidentiality

Information transmitted through WebNexus and through the Internet in general is not confidential. WebNexus can not and shall not guarantee privacy or protection of any User. WebNexus reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of

WebNexus.

WebNexus, however, does not share or sell User information for any reason. Non-transferable

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one log-in session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law. \*No System Backup

WebNexus does not and will not perform system backups on any User's E-mail account(s). WebNexus shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, WebNexus will not provide historical data, to any party for any reason, regarding any system or Internet activity. Mail will be held no longer than 180 days. Failure to Comply With Terms and Conditions

WebNexus may deny User access to all or part of the Service without notice if User engages in any conduct or activities that WebNexus in its sole discretion believes violates any of the terms and conditions in this Agreement. If WebNexus denies User access to the Service because of such a violation, User shall have not right (1) to access through WebNexus any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through WebNexus, and WebNexus shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.\* Does not apply to Business Solutions. \*\* Does not apply to accounts created by Resellers for the express purpose of reselling.