



GreenBayNet Terms of Service

IMPORTANT NOTICE: *All Payments To GreenBayNet Including Prepaid Service Are Non-Refundable*

Use of GreenBayNet Service constitutes acceptance and agreement to GreenBayNet's AUP (Acceptable Use Policy) as well as GreenBayNet's TOS (Terms of Service).

1. **Disclosure to Law Enforcement:** The AUP specifically prohibits the use of our service for illegal activities. Therefore, Client agrees that GreenBayNet may disclose any and all Client information including Client contact, address, assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Client. In addition, GreenBayNet shall have the right to terminate all service set forth in this Agreement.
2. **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 GreenBayNet may prospectively change the specified rates and charges from time to time. The 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. If you have received a limited offer for FREE GreenBayNet service or a limited package promotion (including, but not limited to contest prizes, promotions, charity donations and/or package deals), you accept the service with the understanding that you are signing up for ongoing service and will be billed at the current standard monthly rate as such until a valid cancellation request has been received by our GreenBayNet office, and a confirmation number assigned. (For current billing rates and options, please see <http://www.GreenBayNet.com>).
3. **Payments and Fees:** Credit cards that are declined for any reason are subject to a \$1 declination fee for each decline. Service may be interrupted on accounts that reach 15 days past due. Service interrupted for nonpayment is subject to a reconnect charge of \$8.50. Accounts not paid by due date are subject to a \$8.50 late fee. Late website or other business service accounts will be billed a finance charge of 1.5% per month. Accounts that are not collectable by GreenBayNet may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay GreenBayNet a "Processing and Collection" Fee of not less than \$25. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS ("Account Cancellation"). All account payments are nonrefundable. All accounts are invoiced in advance of the service month. GreenBayNet will not be responsible for payments lost or held up in the mail. Premature cancellation of term contracts with reduced rates will result in immediate billing of specified breakout amounts or monies saved by going on the longer term plan, plus a \$15 administrative fee. As with all other accounts, prepaid packages are considered contracted services and are non-refundable. Limited time offers for FREE GreenBayNet service or a limited package promotion (including, but not limited to contest prizes, promotions, charity donations and/or package deals), you accept the service with the understanding that you are signing up for ongoing service and will be billed at the current standard monthly rate as such until valid cancellation request has been received by our GreenBayNet office and a confirmation number assigned. (For current billing rates, please see <http://www.GreenBayNet.com>).
4. **Refund and Disputes:** All payments to GreenBayNet are nonrefundable. This includes any setup fees and subsequent charges regardless of usage. All overcharges or billing disputes must be received in writing within 30 days of the time the error occurred. If sent via email, this dispute must be sent from the mainGreen Bay Net email address on the account. Billing emails will not be accepted from any other provider email addresses. If you dispute a charge to your credit card issuer that, at GreenBayNet's sole discretion, is a valid charge under the provisions of the TOS and /or AUP, you

agree to pay GreenBayNet an administration fee of \$25 in addition to any credit card merchant account fees incurred by GreenBayNet due to this chargeback.

5. Failure to Pay: GreenBayNet may 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 the payment of all accrued charges, plus reasonable interest and any collection fees allowed to the maximum extent of the law.
6. Account Cancellation: Account cancellations must be received by the billing department at least 10 business days prior to the beginning of the invoiced service period, but not before the previous billing cycle is generated, in order to stop invoicing before the next billing cycle. Account cancellation requires completion of a valid cancellation request form. Failure to comply with this will result in service period extending an additional billing cycle. No verbal cancellation notices will be accepted. Confirmation numbers will be assigned to all cancellations. Accounts without cancellation confirmation will be considered active and billed as such, regardless of usage.
7. Client acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of GreenBayNet and that damages resulting from any interruption of service are difficult to ascertain. Therefore, Client agrees that GreenBayNet shall not be liable for any damages arising from such causes beyond the direct and exclusive control of GreenBayNet. Client further acknowledges that GreenBayNet's liability for its own negligence may not in any event exceed an amount equivalent to charges paid by Client for services during the period damages occurred. In no event shall GreenBayNet be liable for any special or consequential damages, loss or injury.
8. Support Boundaries: GreenBayNet provides free 24-hour technical support 7 days a week via email, voice recording and the Internet. All email requests, sent to help@greenbaynet.com, will be responded to within 24 business hours. Our web-based help section can be accessed on our website at <http://GreenBayNet.com/> and answers many commonly asked technical support questions. GreenBayNet provides free live, technical support for service related issues during its normal technical support operating hours, Monday through Friday from 8 AM to 9 PM CT. The following is our guideline for providing free technical support: GreenBayNet provides free support for the service(s) for which you are paying and specific aspects related to those services (i.e. Internet connection, web email, etc.). GreenBayNet does not offer free technical support for application specific issues such as email clients, html, programming, or any other such issue. GreenBayNet does not provide free technical support for your customers or non-GreenBayNet consultants. GreenBayNet is able to provide technical support & services for email clients, html, programming, servers and hardware and other issues at its standard support rates of \$90.00/hr.

After-hours support is available after normal operating hours at a rate of \$90.00/hr. Third party consultant support will be billed at a rate of \$180/hr.

9. SPAM and Unsolicited Commercial Email (UCE): GreenBayNet 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 GreenBayNet may not use or permit others to use our network to transact in UCE. Clients of GreenBayNet may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, association with "spammers," either real or implied, may be cause for liability in regards to SPAM and Unsolicited Commercial Email (UCE).

Violation of GreenBayNet's SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, GreenBayNet will initiate an investigation. During the investigation, GreenBayNet may restrict client access to the network to prevent further violations. If a client is found to be in violation of our SPAM policy, GreenBayNet may, at its sole discretion, restrict, suspend or terminate client's account. Further, if GreenBayNet determines that you have been spamming, in addition to any other rights under this Acceptable Use Policy, GreenBayNet may recover from Client an amount equal to \$500 for each item of unsolicited email which Client has sent to each separate and identifiable email address in violation of this rule as well as any administrative costs incurred by GreenBayNet.

10. **Bandwidth and Disk Usage for Web Hosting:** Client agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Client. GreenBayNet will monitor Client's bandwidth and disk usage. GreenBayNet shall have the right to take corrective action if Client's bandwidth or disk usage exceeds the Agreed Usage. 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 GreenBayNet's sole and absolute discretion. If GreenBayNet takes any corrective action under this section, Client shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a client exceeds the included allocation, GreenBayNet may, at its sole discretion, collect a deposit, in an amount determined by GreenBayNet, against client's credit card on file with GreenBayNet.
11. **System and Network Security:** Users are prohibited from violating or attempting to violate the security of the GreenBayNet Network. Violations of system or network security may result in civil or criminal liability. GreenBayNet 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.
12. **Suspension of Service or Cancellation:** GreenBayNet reserves the right to suspend network access to any client if in the judgment of the GreenBayNet network administrators the client's account is the source or target of the violation of any of the other terms of the AUP or for any other reason which GreenBayNet chooses. If inappropriate activity is detected, all accounts of the Client in question will be deactivated until an investigation is complete. Prior notification to the Client is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The client will not be credited for the time the client's machines were suspended.
13. GreenBayNet reserves the right to amend its policies at any time. All Sub-Networks, resellers and managed servers of GreenBayNet 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 more strict Terms and conditions or otherwise called Acceptable Terms of use policy.
14. **Indemnification:** GreenBayNet wishes to emphasize that in agreeing to the GreenBayNet Acceptable Use Policy (AUP) and Terms of Service (TOS), client indemnifies GreenBayNet for any violation of the Acceptable Use Policy (AUP) and Terms of Service (TOS) that results in loss to GreenBayNet or the bringing of any claim against GreenBayNet by any third-party. This means that if GreenBayNet is sued for any reason related to a client's or a client of a client's usage of GreenBayNet's Services, culpability shall be determined solely by GreenBayNet, its advisors, legal counsel and attorneys. Whether the incident is due to negligence, fraud, poor system security, or any other circumstance, the client is liable for any damages awarded against GreenBayNet, plus all costs and attorney's fees.
15. GreenBayNet takes no responsibility for any material input by others and not posted to the GreenBayNet Network by GreenBayNet. GreenBayNet is not responsible for the content of any other websites linked to the GreenBayNet Network; links are provided as Internet navigation tools only. GreenBayNet 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.

16. GreenBayNet is not responsible for any damages your business may suffer. GreenBayNet does not make implied or written warranties for any of our services or non-GreenBayNet services recommended and/or required for GreenBayNet services such as SBC. GreenBayNet 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 GreenBayNet.
17. It is absolutely forbidden to host pornographic content or IRC servers on GreenBayNet Accounts. GreenBayNet Accounts found hosting this material will be subject to immediate cancellation without refund. Solely GreenBayNet, its affiliates or attorneys will define the definition of pornographic content.
18. GreenBayNet will not be held responsible for any telephone company charges, including but not limited to, long distance, line and per call charges. Nor will GreenBayNet be held responsible for any charges occurring from non-GreenBayNet services suggested and/or required for GreenBayNet services.
19. Responsibility for Content: You, as GreenBayNet's client, are solely responsible for the content stored on or transmitted by your GreenBayNet account. The Client also acknowledges that the Internet is a "global community" and some content may be subject to the laws and regulations of countries other than the United States.