





# Terms and Conditions

## 1) Indemnifications.

**1.1 Indemnifications by Customer.** Customer agrees to indemnify, defend, and hold CalWeb Internet Services, Inc., its owners, and employees harmless from and against any and all losses, claims, demands, damages, liabilities, costs and expenses, including but not limited to phone company charges, computer repair charges, reasonable attorney's fees, and costs of suit arising out of Customer's use of services provided to you by CalWeb Internet Services, Inc. Such indemnification shall include, but not be limited to claims for libel, slander, infringement of copyright, theft or misappropriation of intellectual property, or unauthorized use of any trademark, trade name, or service mark. **It is the customer's responsibility to verify with their phone company that the telephone number setup on their computer (the number they use to access the Internet via CalWeb) is a local number for their calling area.**

**1.2 Indemnification by CalWeb Internet Services, Inc.** Except as otherwise herein provided, CalWeb Internet Services, Inc. agrees to indemnify, defend, and hold Customer harmless from and against any and all losses, claims, demands, damages, liabilities, costs, and expenses, including but not limited to reasonable attorney's fees and costs of suit (but excluding consequential damages) arising from CalWeb Internet Services, Inc. gross negligence in the course of providing Service under this agreement.

**2) Interruptions; Discontinuances.** CalWeb Internet Services, Inc. is not and will not be responsible for interruptions or discontinuances of Service caused by factors beyond its control, including, but not limited to, equipment failure, delays, negligence, strikes, or acts of God. It is the customer's responsibility to contact CalWeb for any service issues related to the products offered under this contract. Customer agrees that CalWeb Internet Services, Inc. is not responsible for any third party charges due to problems related to the products offered under this contract unless prior written authorization is obtained.

**3) Information Acquired.** All information and contents thereof obtained using CalWeb Internet Services, Inc.'s Service is the sole responsibility of the Customer. CalWeb Internet Services, Inc., its owners or employees, will not be held responsible for any damages you or another party suffer as a result of our Service. Transmission of any material in violation of any U.S., State, or local regulation(s) is strictly prohibited.

**4) Disk and Time Usage policy.** It is the user's responsibility to monitor their disk and time usage for their accounts. An estimate of both current and past month charges can be found by going to CalWeb's web site. Accounts that go beyond the disk and time limitations of the account will be subject to additional usage charges. Usage can be monitored through <http://www.calweb.com/account>.

**4.1) Disk Space.** All CalWeb accounts come with a limited amount of disk space that is used for the storage of files on CalWeb servers including e-mail files and attachments, Webmail files, Web space, Unix shell, and FTP space. Computation of excessive disk space used is based upon average use during a calendar month.

**4.2) Time Usage.** Unless otherwise specified as "unmetered", CalWeb accounts have a limited amount of dial-up access time, including additional e-mail only accounts. Hours used beyond an account limitation will be charged an additional hourly fee. (E-mail only accounts should dial into CalWeb using the parent account name and password.) Unmetered dial-up accounts are not intended for continuous usage.

**4.3) E-mail accounts.** E-mail is used as a primary means of contacting CalWeb customers in regards to billing notices and information and service notices. CalWeb e-mail accounts use disk space to store the e-mail until it is downloaded or deleted from server. There is no limitation on the amount of e-mail that can be received on a CalWeb account, however excessive e-mail stored on CalWeb's mail server is subject to disk usage charges. It is the customer's responsibility to check their CalWeb e-mail account on a regular basis. Additional disk usage charges incurred as a result of not checking the CalWeb e-mail account over an extended period of time are non-reversible. CalWeb e-mail accounts can be disabled upon request or verification.

**5) Billing Terms.** Our billing cycle begins on the 1st of each month. The monthly charge will include any flat rate service charges for the current billing month and any additional usage charges incurred in the previous month. Credit Card billing will be done automatically on or after the 1st of each month. Customers wishing to be invoiced will also be billed in a similar manner. Invoices will be e-mailed and/or mailed on or after the 1st of each month and are due within 15 days. Your account will be considered delinquent should Credit Card processing be rejected, or if being invoiced, failure to pay by the due date of the invoice or if your check is returned to us as uncollectible for any reason. Should your check be returned to us you will be subject to a returned check charge of \$20. Delinquent accounts may have Service suspended or terminated at the discretion of CalWeb Internet Services, Inc. Termination of Service does not relieve you of liability for any outstanding funds due to CalWeb Internet Services, Inc. If your service is terminated due to being delinquent, you may be subject to reconnect fees depending upon the type of Service provided to you by CalWeb Internet Services, Inc.

**6) Canceling.** If you wish to cancel service with CalWeb Internet Services, Inc. you are required to give written notice or complete a security verification with a CalWeb representative at least 10 days prior to the next billing cycle. Business class services must mail or fax their request on company letterhead. **All cancellations become effective at the end of the month and will be subject to verification. Discontinuance of usage of account without notification and/or non-payment does not indicate cancellation.** Cancellation does not relieve you of liability for any outstanding charges including additional usage charges due to CalWeb Internet Services, Inc. Pre-Paid Promotional Plans, Setup Fees, Domain Name Registration fees, and Secure Certificate fees are nonrefundable. Early cancellation of service requiring multiple-month commitment may be subject to rebilling at the regular service rate, setup fees, and/or early termination fees. Domains registered through CalWeb will not be released unless your account is current. CalWeb reserves the right to cancel an account at anytime, without notice or refund, for any violation of CalWeb's Terms and Conditions and/or Acceptable Use Policies. Please see <http://www.calweb.com> for CalWeb's current policy information.

**7) Amendments.** These Terms and Conditions supersede all prior and contemporaneous agreements or understandings, inducements or conditions, expressed or implied, between CalWeb Internet Services, Inc. and the Customer(s). CalWeb Internet Services, Inc. reserves the right to change its rates and/or modify these Terms and Conditions. It is the customer's responsibility to review CalWeb policies for changes on a regular basis.