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[www.gv.net](http://www.gv.net)

## Grass Valley Net DSL Service Contract

This is a legal agreement (the “agreement”) between subscriber (“customer”) and Grass Valley Net (company) for digital subscriber line (DSL) service over a telephone line via a DSL modem. The terms and conditions below apply.

By using the services, (1) you acknowledge that you are an adult (18 years of age or older) and (2) you have read and understand the terms and conditions and agree to be bound by the terms and conditions of this contract and the terms of service (TOS) [www.gv.net/forms/terms.html](http://www.gv.net/forms/terms.html). In addition, by placing an order for the services, you acknowledge that Grass Valley Net will commence processing such order and will incur expenses and obligations immediately.

The terms and conditions are subject to revision by Grass Valley Net from time to time. Grass Valley Net maintains the current terms and conditions on our web site at <http://www.gv.net>. Your continued use of the services following such a change shall be deemed acceptance of the change. For purposes of the terms and conditions, you will be referred to as the “customer.”

### Terms and Conditions

#### 1. Acceptable Use Policy

This acceptable use policy specifies the actions prohibited by DSL service from Grass Valley Net this AUP is intended to help protect our customers and the internet community from the inappropriate use of the internet. Customer’s use of the service constitutes acceptance of this AUP. Grass Valley Net reserves the right to modify the policy at any time. The customer is responsible for keeping his or herself informed of the current AUP in effect, including any revisions or updates, and for abiding by the terms of this aup. Grass Valley Net reserves the right, at its sole discretion, with or without notice, to suspend or terminate service provided to any customer. By using DSL service from Grass Valley Net, customer agrees to waive and hold harmless Grass Valley Net from any claims relating to any action taken by Grass Valley Net regarding the DSL service.

Grass Valley Net's shared network may be used only for lawful purposes. Customer shall bear the burden of establishing that such use complies with all applicable laws. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

Customer must immediately notify Grass Valley Net of any unauthorized use of an account, and/or any breach, or attempted breach, of security known to customer. Customer is responsible for ensuring that its network is configured in a secure manner. Customer may not, through action or inaction, allow others to use its network for illegal or inappropriate activities. Grass Valley Net takes no responsibility for the security of the communications transmitted over Grass Valley Net's facilities.

Grass Valley Net does not, and does not hereby assume any responsibility to, review or edit materials, which customers or its end-users publish, or post on Grass Valley Net's facilities or the internet, and is not responsible for such content or activity. Grass Valley Net is not responsible for the content of any other websites linked to Grass Valley Net or customer's services.

Violations of system or network security are prohibited, and may result in criminal and civil liability. Grass Valley Net will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

- A. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- B. Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Forging of any tcp-ip packet header or any part of the header information in an email or a newsgroup posting. Any material that is obscene, defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- C. Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site.
- D. Customer may not run servers on a DSL line provided by Grass Valley Net customer agrees that DSL service may be taken down for routine maintenance at a pre-specified time every week. Grass Valley Net reserves the right to disrupt service at any time for emergency maintenance.

Customer agrees to: (a) maintain all equipment required for access to and use of DSL service from Grass Valley Net (equipment manufacturer should be contacted for warranty or repair information); (b) maintain the security of member identification, password and other confidential information relating to Grass Valley Net account; and (c) be responsible for all charges resulting from use of customer's Grass Valley Net account, including unauthorized use prior to notifying Grass Valley Net of such use and taking steps to prevent its further occurrence.

## 2. Privacy policy and use of member information

Grass Valley Net respects and is committed to safeguarding the privacy of its members. The name, address and payment information that you provide when you subscribe to DSL service from Grass Valley Net, together with any other information you provide to Grass Valley Net and information regarding the manner in which you use DSL service from Grass Valley Net and/or the internet, will not be processed or disclosed by Grass Valley Net except as permitted by this agreement or as required or allowed by applicable law or legal process. Demographic and profile data may be shared with third parties, but on an aggregate basis only. We do not rent or sell our email list to third parties.

Grass Valley Net's members may access chat rooms, forums, message boards, and/or news on the internet via our DSL service. Please remember that any information that is disclosed in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

Grass Valley Net may contain links to other sites. We are not responsible for the privacy practices or the content of such web sites.

Parents and those permitting minors to use their Grass Valley Net account should be aware that the policies concerning privacy and the use of member information govern Grass Valley Net's use of the locator information, but that information voluntarily given by children in chat sessions, email exchanges, bulletin boards, forums, etc. May be used by other parties to generate unsolicited mail or other contact.

### 3. Third party rights

This agreement is not intended and shall not be construed to create any rights or remedies in any parties other than the parties hereto and no person shall assert any rights as a third party beneficiary hereunder.

### 4. Assignment

You shall not transfer, assign or resell Grass Valley Net's DSL service to any other party. You shall not assign this agreement or any rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of Grass Valley Net and any such attempted assignment shall be void. Grass Valley Net shall have the right to freely assign this agreement, and its rights and obligations hereunder, to any third party without your consent or notice to you. Subject to the foregoing, this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

### 5. Limited warranty

All equipment and services are provided by Grass Valley Net "as is" and "as available", without warranty of any kind. Grass Valley Net does not warrant uninterrupted use or operation of the equipment or services. Grass Valley Net does not warrant that any data or files sent by or to customer will be transmitted in uncorrupted form or within a reasonable period of time. All representations, warranties, endorsements and conditions of any kind, express or implied, including, without limitation any warranties of title or noninfringement, fitness for a particular purpose, merchantability and those arising from a course of dealing or usage of trade, are hereby excluded. Certain equipment may be subject to third party warranties, which may be passed through Grass Valley Net to customer at no additional charge. Grass Valley Net will comply with all reasonable requirements necessary to affect the

pass-through of the warranty to customer. At its sole option, Grass Valley Net or its agent may replace defective equipment on behalf of the manufacturer, provided customer follows all applicable procedures and obtains a return materials authorization (rma) number.

## 6. Indemnification

You agree to indemnify Grass Valley Net from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims based upon use of your Grass Valley Net account, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other members and infringement of intellectual property or other rights. Grass Valley Net will notify you promptly of any claim for which Grass Valley Net seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Grass Valley Net's interests, as reasonably determined by Grass Valley Net

## 7. Payment terms

A. Agreement to pay. Customer agrees to pay, on demand, the monthly charges and other fees, including applicable taxes, for the equipment and services as established from time to time by Grass Valley Net

For payment amounts including activation and monthly fees, please refer to Grass Valley Net's application. Please note that the activation fee, cost of the modem and first month's payment must be received by Grass Valley Net before the DSL order can be started.

B. Payment methods. Customer agrees to maintain a valid credit card, which will be kept on file with Grass Valley Net against which charges can be made. Customer agrees to provide updated credit card information to Grass Valley Net in the event of expiration or cancellation of the card on file.

C. Price changes. Customer acknowledges and agrees that Grass Valley Net has the right to change its charges at any time subject to applicable law and upon notice to customer.

D. Customer charges. Customer acknowledges that customer may incur charges while using the services. For example, charges may be incurred as a result of accessing certain information, or purchasing or subscribing to certain offerings, via the internet. Customer agrees that all charges, including all applicable taxes, shall be paid by customer and are not the responsibility of Grass Valley Net

E. Other service charges. FUSF (federal universal service fund) will be collected. This is a recovery fee to help cover applicable fees from our data transport supplier in accordance with state and federal telecom regulations. Please inquire for prices and details.

## 8. Limitation of liability

Grass Valley Net's liability to customer for direct damages shall be limited to a maximum of the fees paid by customer to Grass Valley Net for the services during the twelve (12) month period prior to the time when customer's claim for direct damages arose; provided, however, that Grass Valley Net shall

have no liability whatsoever for any damage to, loss of, or destruction of any software, files or data. In addition, Grass Valley Net will not be liable to customer or to any third party for:

A. Any indirect, incidental, special, punitive or consequential losses or damages, including loss of profits, loss of earnings, loss of business opportunities and personal injuries (including death), resulting directly or indirectly out of, or otherwise arising in connection with, the use of the services by customer or any other use of the equipment or services, including without limitation, any damage resulting from or arising out of customer's reliance on or use of the equipment or services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the equipment or services; and

B. Any losses, claims, damages, expenses, liabilities or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that the use of the equipment or services by customer or a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party.

The foregoing limitation applies to the acts, omissions, negligence and gross negligence of Grass Valley Net, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to the cause of action against Grass Valley Net in contract, tort or any other legal doctrine. Customer's sole and exclusive remedies under this agreement are as expressly set out in this agreement.

## 9. Termination

A. Termination rights. Customer may terminate this agreement at any time after the initial 1-year contract by providing Grass Valley Net with no less than five (5) days written notice of such termination.

B. The rates and other charges set forth in each customer order are established in reliance on the commitment to the term contained therein, and customer shall pay the same in accordance therewith. In the event that customer terminates service ordered in any customer order which is accepted by Grass Valley Net, or in the event that the delivery of service is terminated by Grass Valley Net due to a failure to customer to satisfy the requirements set forth in this agreement prior to the end of the agreed term, customer shall pay a termination charge equal to the following:

Cancellation: \$200.00 or the balance of monthly payments remaining in your 12-month term - which ever is less as stated by California law. (note: if a month is partially used – then payment is calculated based on a percentage of that months use)

C. Customer obligations upon termination. Customer agrees that upon termination of this agreement: (i) customer will pay Grass Valley Net in full for customer's use of services up to the end of the billing cycle in which the services have been disconnected; and (ii) customer will pay any applicable early termination charges.

## 10. Merger clause

The seller's salespersons may have made oral statements about the services described in this contract. Such statements do not constitute warranties, shall not be relied on by the buyer, and are not part of the contract for sale. The entire contract is embodied in this writing. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

#### 11. Governing law

You agree that any dispute or claim arising out of or related to the Grass Valley Net's network or this agreement, or the interpretation, making, performance, breach, or termination thereof, shall be finally settled by binding arbitration in Nevada county, California under the American Arbitration Association arbitration rules by one arbitrator appointed in accordance with said rules. The proceedings shall be conducted and all evidence shall be offered in the English language. You agree that any claim against Grass Valley Net must be filed within one year of the time such claim arose, regardless of any law to the contrary; otherwise such claim will be barred forever. The parties agree that, any provision of applicable law notwithstanding, neither party shall request, and the arbitrator shall have no authority to award, punitive or exemplary damages against any party to this agreement.

Notwithstanding the above, Grass Valley Net may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator.

This agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws provisions and such law shall be applied by the arbitrator to the merits of any dispute or claim. For any non-arbitral action or proceeding arising out of or related to the Grass Valley Net network or this agreement, sole and exclusive jurisdiction shall reside with the appropriate state or federal court located in Nevada County, California.

In any dispute under this agreement or related to the Grass Valley Net network, the prevailing party will be entitled to recover all legal expense incurred in connection with such action, including but not limited to costs and attorney's fees.

#### 12. Effective date

This agreement takes effect on the day in which your DSL order is placed. Grass Valley Net and continues until you or Grass Valley Net terminates your membership.

13. Agreement

I (print name) \_\_\_\_\_ have read and agree to the  
aforementioned contract.

Signature: \_\_\_\_\_ date: \_\_\_\_\_

14. Please fill out the following: (all required)

User name: \_\_\_\_\_ @gv.net your password: \_\_\_\_\_

Phone the DSL will be installed on? ( ) \_\_\_\_\_

Street address of Phone: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Note: if you are a current Grass Valley Net customer simply mail or fax this contract to our office (address below). If you are a new Grass Valley Net customer you must fill out the application and mail or fax this contract and the application to our office.

Choose one of the following plans (initial next to the plan of your choice):

	Connection Speed	Price per Month	Activation Fee	Install Type
Initial Here:	384Kbps -1.5Mbps Down 128kbps - 384kbps Up	See www.gv.net/services for current pricing	\$59.95 + sales tax, and \$10.95 Shipping & Handling	Self Install
Initial Here:	1.5Mbps-3.0Mbps Down 384Kbps-512Kbps Up	See www.gv.net/services for current pricing	\$59.95 + sales tax, and \$10.95 Shipping & Handling	Self Install
Initial Here:	1.5Mbps-6.0Mbps Down 384Kbps-608Kbps Up	See www.gv.net/services for current pricing	\$59.95 + sales tax, and \$10.95 Shipping & Handling	Self Install

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