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GV Net's Terms and Conditions 10/15/2005

This agreement constitutes agreement between GVNet and Customer, and supersedes previous representations, understandings or agreements, and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of GV.NET's services constitutes agreement to these Terms and Conditions.

The minimum term is 1 month and monthly service is not pro-rated. The monthly charges are made for the availability of service, not actual use, which is not logged, and continues until service is cancelled by the customer or GV.NET. Payment is due on the first day of the billing period for the coming month.

1. You understand and accept these terms and conditions and agree to pay for these services according to the billing policies in effect.
2. **IMPORTANT!!** Customers who wish to terminate their account must call Grass Valley Net to cancel, and must receive a cancellation verification code. Cancellations will not be received by email. Cancellations will be processed at the end of the current billing month and service is not pro-rated. If we do not receive your payment when due, your service will be suspended after 1 month if no payment is received. After 2 months without receiving payment, your account may be terminated. Termination or cancellation of your account does not remove your responsibility under this agreement to pay all unpaid service fees incurred including any collection fees incurred by GVNet.
3. With respect to the service provided, GVNet makes no warranties of any kind, whether expressed or implied, including and implied warranty of merchantability or fitness of the service for a particular purpose. GVNet takes no responsibility for any damages suffered by you including, but not limited to, loss of data from delays, nondeliveries, misdeliveries, or service interruptions caused by GVNet's own negligence or your errors and/or omissions. You agree to indemnify and hold harmless GVNet from any claims resulting from your use of this service which damages you or another party. Under no circumstances will GV.NET be responsible for consequential damages.
4. GVNet's services may only be used for lawful purposes. Transmission of any material in violation of any US, state and local regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret. At our discretion, we may revoke your access for inappropriate usage.
5. You may not disrupt or allow others to use your connection to disrupt other networks, network providers and/or their customers. Spamming is defined as unsolicited advertising either via USENET or Electronic Mail. Spamming is strictly prohibited on GVNet. Users participating in spamming or disrupting any network (hacking) will have their account revoked immediately, and be charged \$85/hr fees for management of damages resulting from the disruption or spamming violation. You must maintain up-to-date virus/intrusion detection software to prevent others from remotely disrupting, intruding, spamming, scanning, or any other illicit activity. GV.NET may refuse service to any customer at anytime without notice, at its' sole discretion and judgement.
6. Use of any information obtained via this service is at your own risk. GVNET specifically denies any responsibility for the accuracy or quality of information obtained through our services. If you use another organization's networks or computing resources, you are subject to their Authorized Use policies.
7. GV.NET may from time to time offer special pricing for contracts of 6 months, or up to 1 year. Customer acceptance of special pricing constitutes a contract period for that term, and no refunds will be given for early cancellation.
8. These Terms and Conditions are subject to change without notice. A current copy of our latest policy can be obtained on our website <http://www.gv.net/forms/terms.html> Continued usage of your account after a new policy has been in effect constitutes acceptance of that policy. We encourage you to regularly check the policy statement for any changes.
9. No more than one dialup connection can be used at anytime. Multiple simultaneous dialup connections will be charged at \$15 for each additional simultaneous connection. You are responsible for how your account is used. You may allow others to use it, bearing in mind that you are fully responsible for what they do.

Signature: _____ Date: _____ Print Name: _____