

GRAPEVINENET WORKS

Terms of Service (TOS)

IMPORTANT NOTICE: <<< All Payments To Grapevinenet Works Are Non-Refundable >>>

Grapevinenet Works ("The Company") agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service).

Use of Grapevinenet Works service constitutes acceptance and agreement to Grapevinenet Works AUP as well as Grapevinenet Works TOS (Terms of Service).

All provisions of this contract are subject to the TOS (Terms of Service) of Grapevinenet Works and AUP (Acceptable Use Policy). The AUP may be changed from time to time at the discretion of the Company. Subscriber understands that change to the AUP by the Company shall not be grounds for early contract termination or non-payment.

This Agreement shall be construed in all respects in accordance with the laws of the state of California, county of Sonoma applicable to contracts enforceable in that state. Venue will be Sonoma County, California.

Warranty Disclaimer: No warranty is made regarding the service. We do not guarantee that the service will be uninterrupted or error free. We exercise no control whatsoever over the content of information that is passed through our Internet Access network. The service is provided on an "as is" basis.

Responsibility of Use: Subscriber shall assume all responsibility for all content distributed, accessed, or viewed while connected to our service. Under no circumstances shall we be held liable for your actions while you are using the service. In the event of a court order, we may provide any and all information that they request of us to them, as described under Disclosure to Law Enforcement below.

Limitation of Liability: Under no circumstances shall we, our agents, our providers, or employees be liable for any damages, which result in any way from Subscriber's use or inability to use the service or any part thereof. This includes all direct and indirect damages, special, punitive or consequential damages that may result from busy signals, errors, delays in the service, deletion of files, viruses, theft, or alteration of a Subscriber's computer. In the event that we are found liable under any circumstance under the terms of this agreement, our liability shall be limited to the unused balance of Subscriber's subscription payment pro-rated to reflect the current term.

Age Limit: Subscriber represents to us that he or she is 18 years of age or older. Subscriber understands that certain materials available from Internet Access provided under the terms of this TOS may not be suitable for individuals under the age of 18 years.

Sexually Explicit Materials: Pornography and sex-related merchandising are prohibited on any Grapevinenet Works server EXCEPT those on servers that have clearly stated that such content is allowed upon signing up. This includes sites that may infer sexual content or links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to Grapevinenet Works servers or any other server on the internet. Links to such materials are also prohibited. Internet Access subscribers shall understand that the Internet contains unedited materials some of which are sexually explicit or may be offensive. Subscriber accesses such materials at his or her own risk. We have no control over and accept no responsibility whatsoever for such materials.

Disclosure to Law Enforcement: The AUP specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that the Company may disclose any and all subscriber information including 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 Subscriber. In addition Grapevinenet Works shall have the right to terminate all service set forth in this Agreement.

Service Rates: Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company 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.

Payment: Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the anniversary date of the month for that month's service. The above applies to all accounts and services provided by Grapevinenet Works.

Payments and Fees: Credit cards that are declined for any reason are subject to a \$1.00 declination fee. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for nonpayment is subject to a \$10.00 reconnect charge. Accounts not paid by due date are subject to a \$5.00 late fee. Accounts that are not collectable by Grapevinenet Works may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay the company a "Processing and Collection" Fee of not less than \$20 nor more than \$150. If you desire to cancel your account, please follow the proper procedure to do this as outlined in this TOS.

Refund and Disputes: All payments to Grapevinenet Works are nonrefundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred. If you dispute a charge to your credit card issuer that, in Grapevinenet Works sole discretion is a valid charge under the provisions of the TOS and/or AUP, you agree to pay Grapevinenet Works an "Administrative Fee" of not less than \$20 and not more than \$150.

Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees.

Account Cancellation: Request for termination of user accounts can be made through the Grapevinenet Works Customer Control Panel. Termination requests received will take effect immediately, that means you're not required to pay for web hosting plan fee for that month, if termination request is received after the fee charged in that month, which is not refundable, that means starting from following month you'll not be charged for web hosting fee. Subscription fees for additional services such as added space and bandwidth transfer will be charged for the entire month regardless of whether the request for their termination is received prior to the effecting of the said services.

Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages, loss or injury.

New Domains: Payment made for domain registration will not be refundable in all cases, including those that involve mistakes committed by any persons, Grapevinenet Works staff or not, at any stage of the domain registration process. A confirmation e-mail will be sent to registrants within 24 hours of the submission of the domain name purchase order.

Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to Grapevinenet Works will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take.

Support Boundaries: Grapevinenet Works provides technical support to our subscribers (except for few holidays and other occasions that shall be announced). We limit our technical support to our area of expertise. The following is our guidelines when providing support: Grapevinenet Works provides support related to your services or virtual site physical functioning. Grapevinenet Works does not offer tech support for application specific issues such as CGI programming, PERL programming, HTML or any other such issue. Grapevinenet Works does not provide technical support for YOUR customers.

Restrictions of Use: Subscriber understands that the following restrictions are applied to the service: Subscribers may not send SPAM or Unsolicited Commercial Email when connected through our dialup Internet Access into the network. Subscriber's may not post or transmit viruses or any harmful component to others, or transmit anything that is copyright without permission of the legal owner.

SPAM and Unsolicited Commercial Email (UCE): Grapevinenet Works takes a ZERO TOLERANCE approach to the sending of Unsolicited Commercial Email (UCE) or SPAM over our network. Very simply this means that customers of Grapevinenet Works may not use or permit others to use our network to transact in UCE. Customers of Grapevinenet Works may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. Violations of this policy carry severe penalties, including termination of service.

Violation of Grapevinenet Works SPAM policy will result in severe penalties. Upon notification of an alleged violation of our SPAM policy, Grapevinenet Works will initiate an immediate investigation (within 48 hours of notification). During the investigation, Grapevinenet Works may restrict customer access to the network to prevent further violations. If a customer is found to be in violation of our SPAM policy, Grapevinenet Works may, at its sole discretion, restrict, suspend or terminate customer's account. Further, Grapevinenet Works reserves the right to pursue civil remedies for any costs associated with the investigation of a substantiated policy violation. Grapevinenet Works will notify law enforcement officials if the violation is believed to be a criminal offense.

First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they will pay "Research Fees" not to exceed \$175 per hour that Grapevinenet Works personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

IMPORTANT NOTICE:

BEGINNING IMMEDIATELY, anyone hosting web sites or services on their server that support spammers or cause any of our IP space to be listed in any of the various Spam Databases will have their services immediately disabled. The services will not be enabled until such time that you agree to remove ANY and ALL traces of the offending material immediately upon reconnection and agree to allow us access to the account to confirm that all material has been COMPLETELY removed. Severe violations may result in immediate and permanent removal of the account from our network without notice to the customer. Any account guilty of a second violation WILL be immediately and permanently removed from our network without notice.

Network

Dialup Internet Access Restrictions: Subscriber agrees to allow Grapevinenet Works to force a 10 minute idle timeout and 5 hour maximum session on their dialup Internet Access account. Attempts to defeat the idle timer using a ping bot or system tool, or the use of a re-dialer to automatically reconnect once disconnected is prohibited. Inactivity is defined as less than 500 bytes of data transferred between the Subscriber's modem and the service.

Subscriber understands that Unlimited Internet Access service does not mean dedicated service. Dedicated service shall be defined as an average of more than 15 channel hours a day, based on a 30 day calendar month usage report. Subscriber may be blocked and forced to upgrade to continue service if their unlimited account is used as a dedicated connection.

Subscriber understands that some dialup Internet Access services may be offered as Limited. Once the subscriber has reached their limit, they shall not have access to the Internet until the First of the next month. Subscriber will not be given, and may not purchase more than one Limited Internet Access account in an attempt to get Unlimited access on a Limited service. If the Subscriber wants Unlimited Internet Access, they must purchase an Unlimited Internet Access account.

The right to use the Service is not transferable. Accounts are for Subscriber's use only. Subscriber shall be responsible for the confidentiality of Subscriber's password. The loaning of Subscriber'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 the Subscriber has multiple dialup Internet Access accounts, the Subscriber shall be limited to one log-in session per system account at any time.

Email Restrictions: The Subscriber agrees that Port 25 (SMTP) is blocked for all outgoing mail servers (except our own) that are connected to the Internet through Grapevinenet Works Dialup Internet Access. This restriction applies to Subscriber's own personal mail server (if they run one at home), and not to Grapevinenet Works Hosting client mail servers which access the Internet through different networks. Dialup Internet Access Subscribers may not send to more than 25 recipients at a time, or more than 100 emails per hour period over the Grapevinenet Works dialup network. This restriction does not apply to Grapevinenet Works Hosting client mail servers which access the Internet through different networks. Grapevinenet Works may block certain attachment types used in transmitting viruses.

No Confidentiality: Information transmitted through us and through the Internet in general is not confidential. We can not and shall not guarantee privacy or protection of any Subscriber. Grapevinenet Works reserves the right to monitor any Subscriber's transmissions when deemed necessary for providing proper service and or to protect the rights and property of our company.

IP Address Ownership: If Grapevinenet Works assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to our data center, Grapevinenet Works and the Customer shall have no right to use that Internet Protocol address except as permitted by Grapevinenet Works in its sole discretion in connection with the Services, during the term of this Agreement. Grapevinenet Works shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Grapevinenet Works, and Grapevinenet Works reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion.

IP Address Usage: Any customer caught using an IP address that has not been assigned to them agrees to pay a \$25 fee. The domain caught using the offending IP address can be disabled or deleted at the discretion of Grapevinenet Works.

Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Grapevinenet Works will monitor Customer's bandwidth and disk usage. Grapevinenet Works shall have the right to take corrective action if Customer'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 in Grapevinenet Works sole and absolute discretion. If Grapevinenet Works takes any corrective action under this section, Customer shall not be entitled to a refund of any fees paid in advance prior to such action. In the event that a customer exceeds the included allocation, Grapevinenet Works may, at its sole discretion, collect a deposit, in an amount determined by Grapevinenet Works, against customer's credit card on file with Grapevinenet Works

System and Network Security: Users are prohibited from violating or attempting to violate the security of the Grapevinenet Works network. Violations of system or network security may result in civil or criminal liability. Grapevinenet Works 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:

1. Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
2. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
4. Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
5. Taking any action in order to obtain services to which such User is not entitled.

Notification of Violation: Grapevinenet Works is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet- related activities.

First violation: Any User, which Grapevinenet Works determines to have violated any element of this Acceptable Use Policy, shall receive an email, warning them of the violation. The service may be subject at Grapevinenet Works discretion to a temporary suspension pending a User's agreement in writing, to refrain from any further violations.

Second Violation: Users that Grapevinenet Works determines to have committed a second violation of any element of this Acceptable Use Policy shall be subject to immediate suspension or termination of service without further notice.

Suspension of Service or Cancellation: Grapevinenet Works reserves the right to suspend network access to any customer if in the judgment of the Grapevinenet Works network administrators the customer'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 Grapevinenet Works chooses. If inappropriate activity is detected, all accounts of the Customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. The customer will not be credited for the time the customer's account was suspended. The customer will also not be credited for any fees if their account has been terminated.

Grapevinenet Works reserves the right to amend its policies at any time. All resellers of Grapevinenet Works 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.

Indemnification: Grapevinenet Works wishes to reemphasize that in agreeing to the Grapevinenet Works Acceptable Use Policy (AUP) and Terms of Service (TOS), customer indemnifies Grapevinenet Works for any violation of the Acceptable Use Policy (AUP) and Terms of Service (TOS) that results in loss to Grapevinenet Works or the bringing of any claim against Grapevinenet Works by any third-party. This means that if Grapevinenet Works is sued because of a customer's or a customer of a customer's activity, the customer will pay any damages awarded against Grapevinenet Works, plus all costs and attorney's fees.

Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, telephone and fax contacts are used, in that order of preference.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof.

Subscriber shall not transfer or assign this Agreement without the prior written consent of the Company. Grapevinenet Works may assign Agreement at anytime without consent from or notice to Subscriber. Company reserves right to cancel customers rights under this contract at anytime without further obligation.

Grapevinenet Works takes no responsibility for any material input by others and not posted to the Grapevinenet Works network by the Company. Grapevinenet Works is not responsible for the content of any other websites linked to the Grapevinenet Works network; links are provided as Internet navigation tools only. Grapevinenet Works 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.

Grapevinenet Works is not responsible for any damages your business may suffer. Grapevinenet Works does not make implied or written warranties for any of our services. Grapevinenet Works denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, the interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, dire, explosions, earthquakes, volcanism, floods, the element, strikes, labor disputes, shortages of suitable computer or telecommunications parts, materials, labor or transportation or any and all service interruptions including catastrophic equipment failure, or any other cause beyond our reasonable control.

Responsibility for Content: You, as Grapevinenet Works customer, are solely responsible for the content stored on and served by your account.