

## **SnappyDSL Service Agreement**

THE FOLLOWING DOCUMENT IS A CONTRACT-A LEGALLY BINDING AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE REGISTERING FOR INTERNET SERVICE. BY REGISTERING FOR INTERNET SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS STATED BELOW.

Computer Office Solutions Inc. (hereinafter referred to as "SnappyDSL") desires to provide and the Customer (hereinafter referred to as the "Customer") desires to use the Internet services provided by SnappyDSL, subject to the terms and conditions of this Agreement (hereinafter referred to as the "Agreement"), as SnappyDSL may amend this agreement from time to time.

### **1. Service**

The Service provided by SnappyDSL to the Customer includes one or more of the following: Internet Access via dialup, ISDN, DSL or T1; electronic mail ("email") including the use of an electronic mail address; web site hosting on SnappyDSL's servers; co-location, dedicated server and other Internet services.

SnappyDSL agrees to provide Service to the Customer for the sole use of the Customer. Customer agrees not to resell the Service or to make it available to any unauthorized person or entity.

Any means of identification assigned to Customer by SnappyDSL in order for Customer to use the Service is and will remain the property of SnappyDSL. At SnappyDSL's sole discretion, this identification may be altered or replaced at any time. These means of identification include but are not limited to account usernames and email addresses.

SnappyDSL makes no guarantees as to the continuous availability of the Service or any specific feature of the Service. SnappyDSL reserves the right to change the Service at any time with or without notice. Features of the Service which are subject to change include, but are not limited to: access procedures, commands, documentation, hours of operation & support, menu structures, domain name, subdomain names, email addresses, and vendors.

By using any of the services provided by SnappyDSL, Customer is bound by and must comply with this agreement in its entirety. Violations of the terms and conditions herein set forth will result in cancellation of the Service, assessment of cancellation charges and/or other such action as SnappyDSL, in its sole discretion, may deem appropriate.

### **2. Registration Requirements**

Customer must be at least 18 years old to register for this Service. Acceptable registration

methods include the following: printed service Order Form with Customer's signature. Registration for a service does not guarantee availability of the service.

Customer agrees to provide SnappyDSL with accurate and complete billing information. This information must include Customer's legal name, type (individual or business), driver's license number & state if an individual or Federal EIN if a business, address, telephone number and payment method, including valid credit card information, if applicable. Any change to this information must be reported to SnappyDSL in the manner specified by Section 11 no later than 30 days after such change becomes effective.

Customer assumes responsibility for all charges posted to Customer account. Charges will continue to accrue until Customer terminates the Service pursuant to Sections 10 and 11.

### 3. Fees, Payments and Payment Methods

Customer agrees to pay account balance by the Due Date, as indicated on the Customer invoice. If the Customer's account balance is not paid in full by the Due Date, SnappyDSL may, at its sole discretion, suspend and/or cancel the Service to the Customer. If Customer's service is cancelled, any applicable Cancellation charges will be added to the Customer's account balance. If Customer's service is suspended, regular charges continue to accrue until Customer terminates the Service and pays any remaining account balance. The following charges will be added to the Customer's account balance when service is suspended for late payment: \$25.00 for DSL service; \$15.00 for any dialup, virtual mail server or web hosting service; \$200.00 for any T1, dedicated server or co-location service.

One Time charges are posted to the Customer's account balance and are Due upon receipt of a signed Order Form at SnappyDSL, or upon delivery to the Customer, whichever occurs first. Monthly Service charges are posted to the Customer's account balance and are Due regularly according to the Payment Term and before the service has been delivered, beginning upon the first use of the Service by the Customer or upon notification to the Customer that service has been made available, whichever occurs first. The standard Payment Term is monthly unless specified otherwise on the Service Order Form. SnappyDSL does not provide pro-rated refunds for the unused portion of the current month of service at the time of service cancellation.

Interest charges of 1.5% per month (or the highest rate permitted by law if lower than 1.5% per month) will accrue daily on any unpaid balance that remains 30 days after the Due Date. Customer agrees to pay all attorney and collection charges arising from efforts to collect any unpaid balance.

SnappyDSL will accept from Customer the following forms of payment: Visa, Mastercard, American Express, Business Checks, Electronic Funds Transfer.

If Customer elects to pay for the Service by a credit or charge card: (a) Customer agrees to allow SnappyDSL to bill the card on each successive billing date without obtaining Customer's permission after the initial charge, and (b) SnappyDSL does not send any printed bill or receipt. Customer's credit or charge card statement will be Customer's receipt, and (c) Customer shall notify SnappyDSL of any changes in credit or charge card number or expiration date, and (d) Due Dates are indicated on the invoice that is sent to the email address provided by the Customer at the time of signup. Customer is responsible for notifying SnappyDSL of email address changes and for knowing recurring Due Dates regardless of receipt of emailed invoice, and (e) the charge may be processed up to five days before the Due Date.

If Customer elects to pay for the Service by a Business Check: (a) Customer will provide SnappyDSL with a fully completed Check Payment Application, and (b) advance payment and or deposits for certain services may be required, and (c) Due Dates are indicated on the invoice that is mailed to the address provided by the Customer at the time of signup. Customer is responsible for notifying SnappyDSL of address changes and for knowing recurring Due Dates regardless of receipt of mailed invoice, and (d) checks that are dishonored for any reason are subject to a service fee of \$30 per dishonored check.

If Customer elects to pay for the Service by Electronic Funds Transfer: (a) Customer will provide SnappyDSL with a fully completed Automatic Payment Plan Application, and (b) Due Dates are indicated on the invoice that is sent to the email address provided by the Customer at the time of signup. Customer is responsible for notifying SnappyDSL of email address changes and for knowing recurring Due Dates regardless of receipt of emailed invoice, and (c) transactions that are dishonored for any reason are subject to a service fee of \$30 per dishonored transaction, and (d) the charge may be processed up to five days before the Due Date.

Customer may change the payment method by notifying SnappyDSL in writing and completing the appropriate requirements of the new form of payment. As a customer courtesy and on a one-time or otherwise limited basis, SnappyDSL may, at its sole discretion, choose to accept alternate forms of payment. SnappyDSL's acceptance of such payment shall not be construed as a change in payment method, and shall not be construed as a waiver of any provision of this agreement.

Customer agrees to pay all Sales and Use Taxes, Duties, Levies or other Taxes that are required by applicable law.

Fees paid to SnappyDSL are nonrefundable, unless specifically stated otherwise in writing.

SnappyDSL will evaluate partial refunds for service outages subject to the following conditions: i) Customer must inform SnappyDSL of any service outage in writing within two

(2) days of the outage; ii) Upon notification, SnappyDSL must be able to verify that the source of the outage is not from the Customer or the Customer's premises or equipment iii) Duration of service outage must exceed four (4) working days for dialup Internet access or web hosting or email service; or seven (7) working days for any DSL or T1 or co-location or dedicated server service iv) Amount of refund will be prorated based solely on the duration of the service outage and the Monthly service fee v) Under no circumstances shall SnappyDSL provide a refund for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the inability to use the Service; either by the Customer or by other authorized user(s) of the Customer's account.

If Customer believes that SnappyDSL has billed Customer in error, Customer must contact the Billing department in writing within 30 days of the transaction date of the charge. Refunds or adjustments will not be given for any charges which are more than 30 days old.

Local access dialup numbers may not be available in all areas served by SnappyDSL. It is the Customer's sole responsibility to determine if use of a particular dialup number will cause Customer to incur long-distance, toll or other charges. SnappyDSL is not responsible for any long distance, toll or other telecommunications charges incurred by Customer through use of the Service.

SnappyDSL reserves the right to change prices and institute new charges at any time. SnappyDSL may provide an online or email notice at least 30 days prior to such changes.

#### 4. Use of the Service

Customer agrees to abide by the terms of SnappyDSL's then current Acceptable Use Policy. The terms of SnappyDSL's then current Acceptable Use Policy is expressly incorporated into and made a part of this Internet Service Agreement.

If Customer is a natural person (an "Individual"), only the Customer and immediate members of Customer's household are authorized to access the Service through the Customer's account.

If Customer is any entity other than an Individual, or if Customer connects to the Service through a telephone line designated as a business line, such Customer shall be termed a "Business". Only immediate members of the Customer's business are authorized to access the Service through the Customer's account, provided that the Service is not designated for residential or individual use only. SnappyDSL may, at its sole discretion, exercise the following remedies upon discovery of a Business Customer that has registered for a residential service: (1) termination of service pursuant to Sections 10 and 11 of this agreement, or (2) adjustment of monthly charges, retroactive to the start of service, to those of a comparable business service.

Customer must ensure that all authorized users of Customer's account comply with all of the terms and conditions of this agreement. Customer must not permit any other individual or entity to access the Service through Customer's account.

Customer is responsible for maintaining the confidentiality of any and all passwords provided to Customer in connection with the Service. Customer must notify SnappyDSL within 24 hours of discovering any unauthorized use of the Service through the Customer's account.

Customer is responsible for providing all computer equipment and software necessary to access the Service. Customer is responsible for the maintenance of all such equipment and software. In the event that Customer purchases any equipment from SnappyDSL for use with the Service: (a) such equipment is the sole property of the Customer; (b) maintenance is Customer's responsibility; (c) any warranty service is the responsibility of the manufacturer; (d) if such equipment is provided as open-box/refurbished/repackaged etc. for reduced or promotional pricing, SnappyDSL may, at its sole discretion, choose to provide warranty service for a period of time that matches the original manufacturer's warranty and in no case exceeds one year from the date of purchase.

Customer is responsible for all local and long distance telephone charges for connection to the Service by Customer and by those who access the Service through Customer's account. Additionally, for DSL services, customer is responsible for maintaining active local telephone service without interruption, beginning on the day that DSL service is activated. The DSL service may be interrupted and/or cancelled without notice if local telephone service on the DSL line is cancelled, transferred to another provider, interrupted by the local telephone service provider, converted by the local telephone service provider in a manner that will not permit DSL service, or otherwise interrupted; in any such case, Customer's sole remedies shall be: (1) restore DSL service by resuming the local telephone service and paying SnappyDSL the charge required to activate DSL service within 30 days of service interruption, or (2) terminate the Service Agreement pursuant to Section 11, and pay any cancellation charges and previous balance that apply.

Customer agrees to comply with all SnappyDSL security procedures and standards. Customer agrees not to use the Service or permit others to use the Service through Customer account in any way which violates any international, federal, state, or local law or regulation; subjects SnappyDSL to liability; or is in contravention of SnappyDSL's then current Acceptable Use Policy. SnappyDSL reserves the right to modify the Acceptable Use Policy at any time.

## 5. Monitoring the Service; Disclosure of Member Information

SnappyDSL has no obligation to monitor the Service. SnappyDSL may monitor the Service electronically and may disclose information regarding Customer use of the Service. This disclosure may be made by SnappyDSL to satisfy laws, regulations or governmental

requests; to operate the Service properly; or to protect itself or its subscribers. Customer understands and agrees that SnappyDSL may disclose to third parties Customer's name, subscriber information, and information regarding use of the service by Customer and others who have access to the Service through Customer's account. SnappyDSL will not disclose member information to outside persons or entities for the purpose of soliciting SnappyDSL's customers. In its sole discretion, SnappyDSL reserves the right to remove or to refuse to post any information or materials, in whole or in part, which are unacceptable, undesirable, or in violation of this Agreement.

## 6. No Warranties Provided by SnappyDSL

Except for certain products and services specifically identified as being offered by SnappyDSL, neither SnappyDSL nor any of its affiliates controls any information, products, or services on the Internet. Except for such SnappyDSL-identified content, all merchandise, information, and services offered, made available, or accessible on the Internet are by third parties who are not affiliated with SnappyDSL or its affiliates. Customer assumes total responsibility and risk for use of the Service and the Internet by Customer or by authorized users of Customer's account.

Neither SnappyDSL nor its affiliates make any express or implied warranties, representations, or endorsements including, but not limited to, warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose regarding any merchandise, information, or service provided through any SnappyDSL service or on the Internet generally. Neither SnappyDSL nor its affiliates shall be liable for any costs or damages arising directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, and other information, and the quality and merchantability of all merchandise provided through the Service or on the Internet generally.

The Internet contains unedited materials, some of which are sexually explicit or may be offensive to Customer or others accessing the Service through Customer's account. Customer assumes all risk and responsibility for accessing such materials and permitting others to access such materials through the Customer account. SnappyDSL has no control over and accepts no responsibility for such materials.

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by SnappyDSL, its affiliates, its contractors, or their respective employees shall create a warranty. Neither SnappyDSL nor its affiliates warrants that the Service will be uninterrupted or error-free or that any information, software, or other material accessible on the Service is free of viruses, worms, trojan horses, or other harmful components.

## 7. Customer Remedies

If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines, or practices, Customer's sole and exclusive remedy is to discontinue using the Service, terminate the Service Agreement pursuant to Section 11, and pay any cancellation charges that apply.

Under no circumstances shall SnappyDSL, its employees, its affiliates, or its contractors be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the use of the Service or from the inability to use the Service; either by the Customer or by other authorized user's of the Customer's account.

SnappyDSL's cumulative liability to the Customer for any and all claims relating to the Service shall not exceed the total amount of the Service charges paid to SnappyDSL by the Customer within the prior two months.

## 8. Indemnity

Customer agrees to defend, indemnify, and hold harmless SnappyDSL, its employees, its affiliates and its contractors from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or arising from: Any violation of this Agreement by the Customer or by those who access the Service through the Customer's account; the use of the Service or the Internet; the placement or transmission of any message, information, software, or other materials on the Internet by the Customer or by those who have access to the Service through the Customer's account.

## 9. Term of Agreement

The Initial Term of this agreement shall be twelve (12) months unless specified otherwise on the service Order Form. The term shall commence upon the Effective Date of this agreement, indicated upon the first use of the Service by the Customer or upon notification to the Customer that service has been made available, whichever occurs first. Upon completion of the Initial Term, this agreement shall be renewed automatically for additional one (12) month terms thereafter, unless either party has given written notice at least 30 days prior to the expiration of the then-current term of its intention not to renew this agreement.

Cancellation of DSL Service prior to the end of the Initial Term is subject to a cancellation fee as specified on the DSL Order Form.

## 10. Default and Termination

Each of the following shall constitute a default hereunder:

- (i) Failure to make any payment when due; or

(ii) Insolvency, assignment for the benefit of creditors, appointment or sufferance of appointment of a trustee, a receiver or similar officer, or commencement of a proceeding seeking reorganization, rehabilitation, liquidation or similar relief under the bankruptcy, insolvency or similar debtor-relief statutes; or

(iii) Material failure to observe or perform any of the covenants contained in this Agreement, or in the Acceptable Use Policy, or in the Service Order Form or in any other agreement or document executed pursuant hereto; or

(iv) Failure to make the service available for at least 59 non-contiguous days in any 60 day period.

In the event either party shall be in default of its obligations under this Agreement, the party not in default shall have the right to terminate this Agreement (i) in five (5) days in the case of a default in payment and, (ii) in all other cases, if the defaulting party fails to cure such default within thirty (30) days of receiving written notice thereof.

Upon termination of this Agreement: (a) all rights granted to Customer and all authorized users under this Agreement shall immediately cease and terminate, and (b) Customer must pay all accrued charges, including any applicable cancellation fee, and (c) Customer must destroy or return to SnappyDSL all copies of documentation that Customer received from SnappyDSL, and (d) Any incoming email or web site content stored on SnappyDSL's servers will be deleted.

Termination of the Service or this Agreement does not release Customer from the obligation to pay all accrued charges under Section 3 of this Agreement. SnappyDSL's right to enforce the provisions of Sections 3, 5, 6, 7, 8, 11, and 12 shall survive termination of this Agreement.

## 11. Notice

Customer may change or terminate the Service by the following methods only: first-class registered or certified mail, return receipt requested, with adequate postage and addressed to Computer Office Solutions, Inc, Customer Service, 7266 SW 48th Street, Miami, FL 33155. Email terminations will not be accepted.

SnappyDSL may provide notice to Customer by any of the following methods: Electronic mail addressed to the email address provided to Customer in connection with the Service; or by U. S. Mail at the address Customer provided to SnappyDSL in connection with Customer registration. All notices or other communications from SnappyDSL to Customer shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing.



## 12. Miscellaneous

If Customer is a current SnappyDSL member when this Agreement is activated, Customer's continued use of the Service indicates Customer's acceptance of the terms of this Agreement.

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. The remainder of the provisions shall remain in full force and effect.

SnappyDSL's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, without regard to its conflicts of law provisions. Any cause of action Customer may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Neither this Agreement, nor any of Customer rights or obligations arising hereunder, shall be transferable by Customer to any third party without SnappyDSL's prior written consent.

This Agreement, the Service Order Form and the Acceptable Use Policy constitute the entire agreement between Customer and SnappyDSL with respect to the Service. SnappyDSL reserves the right to alter, amend or modify this Agreement at any time and in any manner. Any amendment, alteration, or modification is effective thirty (30) days after posting on SnappyDSL's web site ([www.cofs.com](http://www.cofs.com)).

No amendment or modification to this Internet Service Agreement, or to the Acceptable Use Policy, by the Customer shall be valid or binding on SnappyDSL unless SnappyDSL agrees to it in writing.

//END OF INTERNET SERVICE AGREEMENT

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