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RELIA NET

ACCEPTABLE USE POLICY ("AUP") AND CUSTOMER AGREEMENT

THIS COMBINED ACCEPTABLE USE POLICY ("AUP") AND CUSTOMER AGREEMENT IS A GUIDE TO THE ACCEPTABLE USE OF EACH CUSTOMER, ACCOUNT HOLDER, PERSON, USER, OR BUSINESS ("CUSTOMER") USING RELIA NET'S INTERNET SERVICE'S AND/OR NETWORK ("SERVICE"). THIS POLICY IS INTENDED TO ENHANCE THE SERVICES PROVIDED TO OUR CUSTOMERS BY PREVENTING ABUSE AND ILLEGAL ACTIVITY WHILE MAINTAINING 'HIGH' SYSTEM AVAILABILITY TO ALL CUSTOMERS AND PROMOTING SAFE AND LEGAL USE OF THE INTERNET. VIOLATORS OF THIS AUP WILL BE SUBJECT TO SANCTION, INCLUDING, BUT NOT LIMITED TO, A WARNING E-MAIL, SUSPENSION OF CUSTOMER'S ACCOUNT, OR TERMINATION OF CUSTOMER'S ACCOUNT, AT RELIA NET'S SOLE DISCRETION. CUSTOMER'S WHO DO NOT WISH TO ABIDE BY THIS POLICY SHOULD NOT SUBSCRIBE TO THE SERVICE. USE OF RELIA NET'S NETWORK AND SERVICES CONSTITUTES ACCEPTANCE OF THIS AUP.

IN THE EVENT THAT CUSTOMER'S ACCOUNT IS SUSPENDED OR TERMINATED AS A RESULT OF VIOLATIONS OR LATE PAYMENTS, RECONNECTION CHARGES WILL APPLY IF RELIA NET ELECTS TO RE-ENABLE THE ACCOUNT.

All Customers agree to conform to the following guidelines, which are described below:

PROVISION OF SERVICES: Relia NET will provide services on its network system to customers in exchange for payment of agreed upon fees and compliance with the terms and conditions of this agreement. Relia NET services are defined as the use by the customer of computing, telecommunications, software, publishing, and information services provided by Relia NET. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the Internet. Relia NET may provide computer software and programs with its user accounts. However, Relia NET does not provide a warranty, either expressed or implied, as to the usability or behavior of these programs. All Broadband service plans are 'burstable' and have an up-to speed range (both Download and Upload). There is no guarantee or warranty that the Internet Service will perform at the upper end of the speed range specified, there is no minimum speed guarantee. Many factors determine the speed at which a wireless connection is made and the speed of the internet at large. As such, Relia NET does NOT guarantee the speed at which a Customer will connect to the Internet.

CHARGES AND BILLING: A valid credit card may be required to open an account for Internet Services. A completed Internet Services Application is required for Multiple User Internet Services.

You agree to pay Relia NET all charges incurred relating to use of your account(s). Charges shall be due on the first day of each calendar month for that month's service whether or not an invoice is received. Service charges will be according to rates and prices designated on your service agreement at the time of signup. Charges for Broadband Internet Services will be as stated in the Internet Services Application or as otherwise agreed in writing by the parties. Charges for other services, such as promotional offerings and other services to be offered from time to time, will be according to prices published at the time.

Charges at the date of invoice will include the next month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Your first bill will be prorated according to the days of service left in Relia NET's billing period. This may not be combined with any other offers. Charges for all Business Services will be payable by you commencing no later than one business day after receipt of application by Relia NET.

For most Internet Services, you may elect payment by bank draft, credit card, check or money order. Relia NET will send you an invoice to the e-mail address listed on your account setting forth all charges incurred by you at the beginning of each billing cycle. You are solely responsible for informing Relia NET of any changes to your credit card or bank account information (including expiration dates) as well as any changes to your e-mail address on file. You are responsible for keeping Relia NET updated when your listed credit card has no remaining credit. Monthly invoices by U.S. mail may be requested instead of an e-mail invoice for an additional charge of \$1 per Invoice. Invoices will be mailed on the 20th of each month.

For payments made by credit card, or bank draft your account will be charged on the first (1st) calendar day of each month. For payments made by check or money order, your payment is due on the twentieth (20) calendar day of the month.

Relia NET will charge \$20 for all returned checks and for bank drafts declined by your bank, and your account will be subject to immediate suspension. If payment is not received by the date due, your account is delinquent and subject to an interest charge of 1.5% per month on the outstanding balance. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. Relia NET may at any time charge your credit card any amount past due or any balance due at the time of notification to Relia NET of a denied bank draft, declined debit card, or check returned for non-sufficient funds.

If you default, you are liable for any and all attorney fees, court costs and collection agency fees or commissions if Relia NET has to employ these methods in order to collect debts owed to Relia NET under this Agreement. Accounts cancelled due to non-payment will be reported to a credit reporting agency.

You agree to pay a fine of \$500 for flagrant disregard of Relia NET's Acceptable Use Policy as contained in this Agreement. It is at Relia NET's sole discretion what constitutes flagrant disregard of acceptable use.

USAGE: All accounts (except dedicated and Broadband accounts) are considered 'unlimited attended' accounts. Non-dedicated "unlimited" accounts are meant to connect (dial) on demand, not a dedicated connection. These accounts should not be providing any dedicated services (i.e. running mail, ftp, or web servers). Relia NET reserves the right to disconnect dial-up connections that are idle for longer than 20 minutes, or suspend or cancel connections where customers are in any way attempting to use a non-dedicated account as if it were a dedicated 24x7 account. If you need dedicated



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services, those accounts are available for an additional fee, please contact our offices for pricing. All customers needing access for more than 6 hours per day need a dedicated account. "Camping" on lines and/or using 'keep alive' utilities are not allowed. Excessive ftp and e-mail checking are not allowed. Anyone found doing so on a regular basis will be notified and/or have their account suspended at ReliaNET's sole discretion. Customer shall not waste system resources by spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time, or staying attached to modems while not really "active" on the line. ReliaNET defines dial-up usage as "unlimited, attended" usage. Any dial-up account exceeding 240 hours per month usage for more than one month will be given one notice, after which will be billed subsequent months at the 'dedicated' account rate. Customer acknowledges that all accounts have a Monthly Transfer limit (MTL); customers who consistently go over their MTL for their chosen service plan will be billed an Additional Transfer Charge (ATC) as posted on ReliaNET's website for each gigabyte exceeding the MTL in addition to their normal monthly service plan fees. ReliaNET reserves the right to limit the amount of bandwidth if customer abuses bandwidth usage or does not pay for additional usage. Residential Wireless service is intended to provide Customers with a dedicated high speed connection only. Use of your connection for other than intended purpose such as, but not limited to, web hosting is in violation of this agreement. Violators will be moved to the appropriate Business Wireless service plan.

MULTIPLE LOGINS: Multiple Logins are not allowed unless the account has previously been setup to allow multiple logins (i.e. dual channel ISDN callers and MLPPP accounts require 2 simultaneous logins). Users attempting to connect multiple times excessively may be warned or terminated in violation of this policy. All broadband accounts allow 10 hours of dialup usage per month for emergencies at no additional charge. All Multiple logins are logged in our database.

BUSINESS ACCOUNTS: Business USER IDs are to be used only for the purpose for which they are authorized and for the users that are authorized, and are not to be used for non-business related activities. Unauthorized use of these computer USER IDs and computer resources is a violation of Section 799, Title 18, U.S. Code, and constitutes theft and is punishable by law. Failure to abide by these guidelines may constitute grounds for termination of access privileges, administrative action, and/or civil or criminal prosecution.

CREDIT: User agrees to pay ReliaNET all charges relating to the use of User's account(s) according to rates and prices published online at the time the service is used. Access is subject to credit limits established by the issuer of User's credit card and/or by ReliaNET. If a credit limit is applied to the account, the user's access to service may be suspended if User exceeds his/her credit limit unless prior arrangements have been made. User is responsible for charges at the time the service is used and ReliaNET may apply the amount due to User's credit card at any time the account is past due.

LATE PAYMENT FEES: Accounts over 30 days past due, from the date of the Invoice, are assessed a \$3 monthly late fee or 1.2% finance charge per month, whichever is greater. After excessive late payments, ReliaNET may require automatic payment by Virtual Check or Credit Card.

AUTOMATIC RENEWAL: ReliaNET automatically renews all customer accounts at the end of their billing cycle to insure there are no interruptions to service, until the time that ReliaNET is notified or instructed otherwise. If a customer wishes to discontinue services provided by ReliaNET, the customer **must notify ReliaNET in writing** of their wishes. Customers will continue to receive Invoices until the account is properly terminated (see cancellation instructions below).

TERMINATION: ReliaNET, at its sole business judgment, may terminate customer's account immediately or suspend access to the service upon any breach of this Policy by customer, including, but not limited to, refusal or failure to pay for services provided within 30 days from Invoice date, or by sole judgment of ReliaNET that User may be performing activities harmful to ReliaNET or its Users, employees, vendors, business relationships, or any other users of the Internet.

CANCELLATIONS: For security reasons, all cancellation requests for ReliaNET accounts must be received in writing, via one of the methods listed below:

- Online cancellation (preferred method) by completing the form located at <http://www.relia.net/policies/cancel.html>.
- Via postal service to ReliaNET's main office addressed to: ReliaNET Cancellations, 1159 30th St., Ogden, UT 84403
- By fax at (801) 626-0237 attention Customer Care

Once we receive a cancellation request and can verify it properly, a cancellation confirmation number will be issued to that customer. We suggest keeping that confirmation number for at least 6 months in case you experience any problems or your account has not been properly cancelled. Cancellations can only be requested from the main account holder. Such requests must be received before the billing cycle day at which the customer's account would normally cycle in order to be processed so that the customer is not billed for the next usage period. Accounts cancelled after the 15th of each month are non-refundable. There is a \$10 early cancellation-processing fee on cancellations of all prepaid accounts **in addition to** any early termination fees associated with canceling a one-year lease or one year term agreement. All ReliaNET accounts must be paid in full before the transaction will be considered complete and the account closed.

REFUNDS: Customers may request a refund for prepaid, non-contract Internet services that have not used (early termination fees may apply). There are no refunds for Internet access products and services that have already been used. Any refund should be requested by the customer within 60 days of the Invoice date in order to be considered for a refund. There are no refunds for services more than 60 days past the Invoice date. Domain Name purchases, Web-hosting, Web-site design and construction, and Hotspot services are non-refundable

COLLECTION FEES: If a balance due on a customer's account exceeds 30 days, ReliaNET may refer the account to a Collection Agency. Customer is liable for all fees incurred prior to termination of the account, including late fees, collection fees, and finance charges. Should collection become necessary by legal means, the customer agrees to pay all costs of collection including attorney fees, court costs, filing fees, and collection fees



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associated with closing the account.

ADDITIONAL FEES: In order to keep our costs to a minimum, ReliaNET reserves the right to charge for any additional expenses associated with a customer's account. Additional expenses and rates include:

- Late payment fees of \$3 or 1.2% of the balance due
- Returned Checks fees of \$20 per incident
- Reconnect Fee of \$10
- Excessive Bandwidth Usage fees for High speed accounts of \$1 per Gig over their allotted Monthly transfer amount
- Extra Disk space of \$.10 per MB over their included storage limit
- Changing Username of \$2
- Excessive Usage Fees for Dialup accounts averaging over 240 hours per month of \$.05/minute or the dedicated line fee.

LONG DISTANCE CHARGES: The Customer is solely responsible for all local or long-distance telephone charges for connecting to ReliaNET. ReliaNET is not responsible for any long distance fees associated with dialing into ReliaNET's network. It is each customer's responsibility to determine whether or not the local number they dial is a long distance number before using it. Fees charged by the local phone company are not associated with the fees charged by ReliaNET.

FEE INCREASES: ReliaNET reserves the right to increase fees if necessary. ReliaNET will publish a notice of fee increases 30 days in advance on-line via ReliaNET's Website at <http://www.relia.net> or via customer's e-mail address on file before such increases will take effect.

CUSTOMER FILES: ReliaNET is not responsible for backing up customer files and other information, including, but not limited to, electronic mail, web files, or data. ReliaNET has a right to delete any customer files, web pages, scripts, programs, and e-mail after a customer's account has been cancelled, suspended, or closed.

SPAMMING: (Unsolicited Commercial Bulk E-mail "UCE"). ReliaNET does not tolerate or allow the use of spamming from any of our customers, or to any of our customers in any form. This includes ReliaNET customers spamming outside ReliaNET's network, and outside networks spamming ReliaNET customers. Any customers found violating our spamming policy within our network will be terminated. Anyone outside of ReliaNET's network found in any way to be utilizing ReliaNET network resources for Unsolicited Commercial E-mail Use or for advertising gain will be billed for their usage at \$5 per e-mail or \$125 per hour required to clean up and restore any services or servers, and publicly acknowledged as spammers. Anyone sending identical e-mail messages to anymore than 10 users will be reported as spammers and blacklisted. All customers and users of our network must also adhere to our upstream providers' policies found at: <http://www.eli.net/techsupport/aup.shtml>, and <http://www.level3.com/index.cfm?pageID=321>.

SECURITY: Regarding passwords: ReliaNET does not guarantee that any communication or use of any Internet services is truly secure and should be treated as such. ReliaNET will keep confidential information as secure as possible, and will not disclose any customer information that is given to us. Regarding customer computers: ReliaNET is not responsible for the security of customer computers or networks. Each customer is responsible for safe management of their computer or network in order to prevent any unauthorized use or abuse of their respective computers. Firewall hardware or software is recommended for all dedicated, DSL, and wireless accounts. Customers with Wi-Fi routers agree to keep their own wireless networks secure using WEP or WPA security when available.

VIRUS PROTECTION: ReliaNET is not responsible for virus protection and will not be held liable for any damages incurred from downloading of virus-infected materials off the Internet, or e-mail's containing viruses. Each customer is responsible for his/her own virus protection software or system. Customer accepts all responsibility to prevent virus problems on non-ReliaNET computer equipment the Customer utilizes. Should the Customer transmit virus-infected files to the ReliaNET computer equipment, the Customer will be held liable for costs incurred to immunize and/or repair such damage.

ADVERTISING: Use of non-business accounts for advertising or promotion of a commercial product or service without the express, written consent of ReliaNET is prohibited. Accounts in violation of this policy will be terminated.

NETWORK ADDRESS OWNERSHIP: All IP addresses assigned to customers are on a temporary basis, and are 'loaned,' not 'given'. They will revert back to ReliaNET after the customer's account is suspended, closed, or cancelled. ReliaNET may re-assign or re-number their network to increase capacity as needed.

COOPERATION WITH AUTHORITIES: ReliaNET prohibits any illegal use of the ReliaNET system, or any attempts to illegally access it. ReliaNET will cooperate or assist the authorities for any illegal egress or transaction that customers may attempt while using ReliaNET's services.

TRANSFER: The benefits of or rights conferred by this agreement are non-transferable. Use of ReliaNET accounts is expressly limited to the individual or business whose name appears on the account. Business accounts provided to an account holder may not be used for non-business use and such use should be accommodated through an individual access account. A customer may not have more than one login session per account at any time, unless they have paid for multiple login accounts. Nor may customers transfer or give out their dial-up ID and password for use by friends or others. Account sharing is a violation of the terms of this policy.

ENFORCEMENT: ReliaNET will review violations of our Acceptable Use Policy on a case-by-case basis. Clear violations that are not promptly remedied by Customer may result in termination of any or all Services. ReliaNET reserves the right to monitor Customer's actions when necessary to determine



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whether or not Customer is violating the conditions of use. Non-enforcement of any section of this Agreement does not constitute consent and ReliaNET reserves the right to enforce this Agreement at its sole discretion.

GENERAL GUIDELINES

ReliaNET provides its clients with access to locations throughout the world using connections with networks outside ReliaNET. In general, it is the responsibility of those networks to enforce their own acceptable use policies. ReliaNET will inform its clients of any restrictions in the use of networks to which it is directly connected. ReliaNET accepts no responsibility for traffic originating on its own network. ReliaNET will use reasonable efforts to notify Customer if Customer's use of the Services violates the acceptable use policy of any directly or indirectly connected networks.

Use of Material: Public Domain materials (e.g., images, text, and programs) may be downloaded or uploaded using ReliaNET services. Customers may also re-distribute materials in the public domain. The customer assumes all risks regarding the determination of whether the material is in the public domain.

· As provided by United States federal law and by International treaties, copyrighted materials (e.g., images, text, and programs) may not be uploaded using ReliaNET services without the permission of the copyright holder. Except as expressly permitted, materials under copyright may not be distributed to others. Copyrighted material may not be changed nor can the copyright notices be modified.

USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON ReliaNET SERVICE THROUGH CUSTOMER'S ACCOUNT(S) DOES NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING OBSCENE OR LIBELOUS.

Note that some materials available on the Internet are called "SHAREWARE." These materials may be downloaded and used, but they are copyrighted materials. The copyright holder usually gives permission to use the material for examination. If you choose to continue using the materials, the copyright holder requests that you register your usage and may ask that you pay a license fee.

- It is not acceptable to use the Services for purposes that violate U.S., state or local laws.
- It is not acceptable to use the Services to transmit threatening, obscene, or harassing materials.
- Use should be consistent with guiding ethical statements and accepted community standards. For example, unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if the mailing list or news group explicitly allows advertising.
- It is not acceptable to use the Services so as to interfere with or disrupt network users, services, or equipment. Such interference or disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms or viruses, and using the network to make unauthorized entry to any other computational, information, or communications devices or resources, including but not limited to, any machines accessible via the Internet. For example, Customer shall not intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.
- It is assumed that information and resources available via the Services are private to those individuals and organizations that own or hold rights to those resources and information, unless specifically stated otherwise by the owners or holders of the rights. It is therefore not acceptable for an individual to use the Services to access information or resources unless permission to do so has been granted by the owners or holders of those rights.
- Each Account is for an individual user and Customer therefore agrees not to share the password or use of the account with others, including, but not limited to, other family members or business associates.

INDEMNITY: Customer agrees to indemnify and defend ReliaNET for claims or charges resulting from:

- Customer's use of the Services in violation of this AUP;
- Material posted on the Internet by Customer; or
- Any obligations to third parties incurred by Customer through Customer's use of the Services.

LIMITATION OF LIABILITY: RELIANET AND ANY OF ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS AND ANY TIER SHALL NOT BE LIABLE IN CONTRACT, IN TORT, (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE FOR DAMAGE OR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF EQUIPMENT OR POWER SYSTEM, COST OF CAPITAL, COST OF PURCHASED OR REPLACEMENT POWER OR TEMPORARY EQUIPMENT, CLAIMS OF CUSTOMERS OR SUBSCRIBERS OF CUSTOMERS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF REGARDLESS OF CAUSE OR FAULT. RELIANET'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE AMOUNTS PAID TO RELIANET HEREUNDER BY CUSTOMER LIMITED TO THE FEES CHARGED TO THE CUSTOMER IN THE MONTH THE ALLEGED LOSS OCCURRED. IN NO EVENT SHALL RELIANET BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY OF RELIANET IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. ReliaNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO ReliaNET OR ANY INFORMATION OR SOFTWARE THEREIN. THIS NO WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY ReliaNET OR ITS PROVIDERS. NEITHER ReliaNET NOR ITS PROVIDERS ARE RESPONSIBLE FOR ANY DAMAGES ARISING FROM USER'S USE OF SERVICE OR BY USER'S INABILITY TO USE ReliaNET'S SERVICE. WE EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE.

AMENDMENT: This AUP/CA may be amended from time to time at ReliaNET's sole discretion. ReliaNET will post such amendments online at <http://www.relia.net/policies> and/or through e-mail to all customers. Disagreement with any amendments should be forwarded to ReliaNET via e-mail: customercare@relia.net within 30 days from notification. Failure to do so will be considered consent. If any one or more paragraphs in this Agreement



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are found to be unenforceable or invalid, Customer and ReliaNET's agreement on all other paragraphs shall remain valid. If at any time, a customer disagrees with ReliaNET's AUP, then their sole recourse is to cancel service with ReliaNET.



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