

ICEWEB.NET AGREEMENT

GENERAL PROVISIONS:

1. Any illegal ICEWEB.NET use may result in termination of your account. If network is used to commit any crime, ICEWEB.NET will turn all information over to the appropriate authorities.
2. ICEWEB.NET, Innovative Concepts in Electronics, Inc., their employees or affiliates will not be held liable for any loss of data, business, money, customers, equipment damage, or any other unlisted item known or not known.
3. ICEWEB.NET will not be held responsible or liable for the reception or transmission of data or the illegal use of registered or copyrighted programs, data or any other material.
4. If you attempt to illegally penetrate ICEWEB.NET, your account may be terminated. Any damage or losses caused by attempting, or penetration of ICEWEB.NET will be the financial obligation of the user/customer.
5. Customer hereby certifies that he or she is 18 years of age or older and will not use this service to conduct any illegal activity including but not limited to violations of the Communications Decency Act of 1996.
6. Each user account allows the user the right to dial in one computer at one phone number. Any member trying to connect more than one computer simultaneously or at more than one phone number may be disconnected and charged appropriately. 24-hour connections are NOT allowed. A maximum of 450 hours per month per phone number is allowed.
7. Mass e-mailing is not allowed.
8. HIPPA Disclaimer. ICEWEB.NET is not HIPPA Compliant. Users are solely responsible for any applicable compliance with federal or state laws governing the privacy and security of personal data, including medical or other sensitive data. Users acknowledge that the services may not be appropriate for the storage or control of access to sensitive data. ICEWEB.NET does not control or monitor the information or data you store on, or transmit through our services. We specifically disclaim any representation or warranty that the services, as offered, comply with the federal Health Insurance Portability and Accountability Act ("HIPPA"). Customers requiring secure storage of "protected health information" under HIPPA are expressly prohibited from using this service for such purposes. We do not sign "Business Associate Agreements" and you agree that ICEWEB.NET is not a Business Associate.

FEE SCHEDULE:

1. First month of service: 1st of month through 14th = \$15.95 and the 15th of month through end = \$7.98.
2. Late Processing Fee - \$5.00
3. Returned Check Fee - \$35.00
4. Collection Fee - \$30.00 plus any applicable legal and or attorney fees

BILLING:

1. Invoices will be mailed or emailed on the 1st of each month unless the 1st falls on a Holiday or Sunday. If the 1st falls on a Holiday or Sunday, invoices will be sent the next day.
2. Payments are due the 1st of each month in which services are being provided.
3. A grace period of 30 days is given prior to late fees being assessed.
4. Accounts not paid by the end of each month will be suspended without notification. If account is not brought current by the 10th of the following month, account will be terminated and sent to collections. Accounts will continue to be billed for services and fees until termination date.
5. Monthly fees are due regardless of non-usage. Until proper notification, your account will continue to be billed.
6. No refunds will be given on pre-paid accounts.
7. If you believe that a billing discrepancy has occurred, you must notify I.C. Electronics within 90 days after the date of the relevant account invoice. You agree to waive your right to dispute such problems or discrepancies with I.C. Electronics after the 90 days.
8. You must give I.C. Electronics accurate billing and payment information and keep this information up-to-date. All changes must be completed in writing from the account holder.
9. Customers will be responsible for all collection fees and or any expenses I.C. Electronics, Inc., and ICEWEB.NET incurs while collecting outstanding customer balances including but not limited to Attorney Fees, Court Costs, etc.

DISCONNECTION OF SERVICES:

1. No pro-rating will occur.
2. A written notice must be sent by the account owner and include the account owner's signature and date.
3. Disconnect requests must be received in our office no later than the last day of the month prior to the month disconnecting (example: disconnecting June 1st – letter must be received by May 31st).
4. Disconnect letters will be accepted at our Oakland office, by mail. **No email or phone requests will be accepted.**