



**Acceptable Use Policy & Customer System Use Agreement  
(Rules & Regulations)  
08.01.06**

This Acceptable Use Policy constitutes an Agreement between iSelect Internet, Inc. and its account holders ("Customers") and System Users. This Agreement applies to all iSelect Internet, Inc. Customers and all users of the iSelect Internet, Inc. network system, including dial-up account holders, direct connection (dsl, isdn, t-1, t-3) domain hosting account holders and all users accessing any site hosted on iSelect Internet, Inc. network computers, servers and related systems ("System Users"). This Agreement represents the complete agreement and understanding between iSelect Internet, Inc. and its Customers and System Users and supersedes any other written or oral agreement. Upon notice published on-line via iSelect Internet, Inc.'s web site, (<http://www.iSelect.net>) iSelect Internet, Inc. may modify the terms and conditions of this Agreement. iSelect Internet, Inc. reserves the right to discontinue or change services offered.

**USE OF YOUR ACCOUNT CONSTITUTES YOUR APPROVAL AND ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION TO USE OF THE ISELECT INTERNET, INC. NETWORK SYSTEM.**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE THE ISELECT INTERNET, INC. NETWORK SYSTEM. IF YOU ARE AN ACCOUNT CUSTOMER, PLEASE NOTIFY OUR BILLING DEPARTMENT AT 209.334.0496 SO WE CAN INITIATE CLOSURE OF YOUR ACCOUNT.**

**1. Limitation of Warranty**

iSelect Internet, Inc. makes no warranties of any kind, whether express or implied, for the service it is providing. iSelect Internet, Inc. also disclaims any warranty of merchantability or fitness for a particular purpose. iSelect Internet, Inc. will not be responsible for damages suffered by any Customer, including, without limitation, incidental or consequential damages or lost profits. This includes loss of data resulting from delays, non-deliveries, misdeliveries, system failures or service interruptions caused by any source whatsoever, including iSelect Internet, Inc.'s own negligence, subscriber's errors or omissions, or due to the fault of third parties. Customers understand and agree that iSelect Internet, Inc. undertakes no obligation to maintain, protect or safeguard Customer's data stored on any iSelect Internet, Inc. controlled equipment and Customer agrees to accept responsibility for maintaining backup copies of all such data. Customer agrees to upload and store data to iSelect Internet, Inc. equipment at Customer's own risk and Customer expressly assumes such risk.

**2. Compliance with Law and Intellectual Property Rights**

Customers and System Users agree that all services provided by iSelect Internet, Inc. will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any U.S., State or international law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and System Users warrant that any data uploaded for publication on iSelect Internet, Inc.'s web servers does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous.

**3. Removal and Destruction of Illegal or Offensive Data**

Customers and System Users agree that iSelect Internet, Inc. shall have the absolute right to remove any and all materials, which, in the sole and unrestricted discretion of iSelect Internet, Inc., violate law or fail to conform to this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

**4. Indemnity**

Customers and System Users agree to defend, hold harmless and expeditiously indemnify iSelect Internet, Inc. from any liability, claim, loss, damage or expense arising out of the Customer's or System User's breach or violation of any term, condition or covenant contained in this Agreement or resulting from the use of any iSelect Internet, Inc. system, network or service.

**5. Use of Network Access**

iSelect Internet, Inc. access and web server accounts cannot be transferred or used by anyone other than the iSelect Internet, Inc. Customers or authorized System Users. Customers and System Users may not sell, lease,

rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of iSelect Internet, Inc. Use of Network bandwidth is expected to be reasonable and moderate. iSelect Internet, Inc. reserves the right to impose additional charges for use of Network bandwidth in excess of reasonable or allocated amounts. Customer will receive advanced notice of iSelect Internet, Inc.'s intent to impose any such charges.

#### **6. Account Cancellation**

iSelect Internet, Inc. reserves the right to cancel service for any reason without prior notice. In the event of cancellation, unused fees for the current month will not be refunded or pro-rated. DSL accounts must provide 30 days notice for cancellation all other customers must notify iSelect Internet, Inc. 16 days prior to the end of their current billing period to avoid further charges. Notification will be accepted via email, fax, telephone call, or letter. Confirmation of cancellation must be received by customer for cancellation to be effective. iSelect Internet, Inc. is not responsible for unconfirmed cancellations and will not refund charges for unconfirmed cancellations. Customers who cancel a pre-paid account plan (3 months, 6 months, 1 year plans) after the first 30 days of service will not receive a refund of any unused fees.

#### **7. Agreements with Minors**

iSelect Internet, Inc. requires that its agreements be made with a person who is qualified to contract. As such, Customers must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and assume responsibility for payment of iSelect Internet, Inc. services and for Customer's compliance with this Agreement. Persons under the age of eighteen (18) years are not allowed to use the iSelect Internet, Inc. network without parent or guardian supervision.

#### **8. Disruption of Network Services, Excessive Use**

Customers and System Users shall ensure that use of iSelect Internet, Inc.'s network services shall not disrupt iSelect Internet, Inc., its associated networks or equipment forming part of iSelect Internet, Inc.'s or the internet's systems. Customers and System Users shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast," or otherwise sent on an intrusive basis to any iSelect Internet, Inc. user or to any directly or indirectly attached network. Use of iSelect Internet, Inc.'s Internet connection in a manner that is disruptive, damaging, unlawful, offensive, or intrusive as determined by iSelect Internet, Inc. shall be considered a breach of this Agreement and may result in cancellation of service. It is not acceptable to use iSelect Internet, Inc.'s services and facilities to interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to: - improper, harassing or offensive distribution of unsolicited advertising, - excessive newsgroup cross-posting, - transmissions of any type or quantity that causes disruption of service to others, - propagation of computer worms or viruses, - use of the network to make unauthorized entry to other computer networks, information or communications devices or resources, - sustained, excessive use of iSelect Internet, Inc.'s access service, equipment or network connection without prior arrangement with iSelect Internet, Inc.

#### **9. Automated Software and Connections**

The installation, compiling, use, or implementation of any of the following are prohibited without express permission: Robots, Bots, Mail Bombs, Syn Bombs or DDOS Attacks, Spamming of any kind, etc. Any process that causes excessive use of system resources to the point where other users may be affected is strictly prohibited. Software may not be installed on or compiled on any iSelect Internet, Inc.'s server without prior explicit permission. The use of any unattended connection software is prohibited without prior permission. All iSelect Internet, Inc. access accounts are for the use of human beings and require that a human being be present to initiate and monitor connections. iSelect Internet, Inc. has a 15 minute inactivity timeout. The use of any program to defeat this timeout is strictly prohibited. Any violation may result in immediate termination of service.

#### **10. Content Filtering**

The filtering software and prohibited site database are provided "As Is". Under no circumstances will iSelect Internet, Inc. be held liable to client or anyone else for any consequential, special, or indirect damages resulting from the possession, use, or malfunction of this product, including without limitation, damage to property and damages for personal injury, even if iSelect Internet, Inc. has been advised of the possibility of any such damages or loss. Some states do not allow the exclusion or limitation of incidental or consequential damages, thus the proceeding limitation may not apply to you. Customers and system users agree that the liability of iSelect Internet, Inc. arising out of any sort of legal claim (whether in contract, tort, or otherwise) will not exceed the amount client originally paid for the use of this product.

**11. Billing**

Invoice billed accounts are due and payable on or before the service anniversary date. Invoices are sent as a courtesy only. Account is due whether an invoice is received or not. Credit card accounts are billed on the anniversary service date. Accounts more than 5 days past due are subject to a minimum \$2.50 late charge fee. Accounts which are 15 days past due are subject to termination with a \$20 reconnection fee. Any monies owed iSelect Internet, Inc. are due and subject to collection process unless other arrangements are made in writing. There will be a \$250 chargeback fee assessed to the account for a chargeback. There will be a \$25 returned check fee assessed to the account for any returned check.