



Terms & Conditions

1. Usage. Citynet's services and systems shall be used by Customer for lawful purposes only. Customer shall not at any time: (a) transmit any content or material which violates any federal, state or local laws, regulations or ordinances; (b) transmit any content or material which is threatening, obscene, offensive or violates trade secret or intellectual property rights; (c) violate "netiquette" by, for example spamming, sending unsolicited mass e-mailings which provoke complaints from recipients, harassing or threatening others on the Internet or impersonating another user or otherwise falsifying one's true user name; or (d) otherwise violate these Terms and Conditions. Citynet shall have no duty to monitor or censor content or material used by Customer. However, if Citynet in its sole discretion determines that any content or material or other use of Customer's account violates these Terms and Conditions, Citynet shall have the right, at its sole discretion, to remove such content or material from its system and/or suspend or terminate the provision of services to Customer. All content and material utilized in Customer's Web Page or Web Site, if any, shall be the property of Customer and not Citynet. Customer agrees not to introduce any virus onto the Internet or Citynet's Systems. Customer understands that Citynet does not own or control many of the various facilities, telecommunication lines, computing resources and other equipment utilized to provide Internet access and other services. When using networks, computing resources and other facilities and equipment of other organizations, Customer must comply with all applicable rules, terms, conditions and policies of such organizations.
2. No Warranties. Citynet provides all of its services, equipment, and software to Customer on an AS IS and AS AVAILABLE BASIS, and CITYNET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, all of which warranties are expressly disclaimed by Citynet except to the extent that such warranties may not be disclaimed under applicable law, with regard to Citynet's services, equipment, and/or software including start-up CD. No oral advice or written information provided by Citynet shall constitute a warranty. Customer agrees that its use of Citynet's services, equipment, and software is at Customer's own risk and that Citynet shall not be responsible for damages of any kind including without limitation damages resulting from delay, interruption of service, data loss, or the use or inability to use Citynet's services. Customer is responsible for independent backup of Customers' data stored on Citynet.
3. Payment. Customer agrees to the fees, billing procedures and payment schedule set forth herein. Payment under all circumstances is IN ADVANCE for services. All fees are subject to change by Citynet upon not less than thirty (30) day's notice to Customer in writing or by E-Mail transmission. Each month the billing cycle for all accounts shall be the anniversary date the account was established. A late payment charge, equal to 5% per month on the unpaid portion of any payment, will be charged on all payments not paid in full within fifteen (15) days of the due date. Customer is responsible for payment of all local and/or long distance telephone charges for connecting to the Internet using Citynet. A service fee of \$15.00 will be applied to all checks returned for Non Sufficient Funds (NSF).
4. Internet Information. Citynet exercises no control over the content of information accessible on the Internet. Customer understands that some information accessible on the Internet may be offensive or, in certain instances, obscene. Reliance on, exposure to, or use of any information obtained via Citynet is at Customer's own risk and Citynet specifically denies any and all responsibility for the accuracy or quality of information obtained on the Internet.
5. Intellectual Property. Customer is solely responsible for the protection of any copyright, trademark or other intellectual property right which Customer may have or claim in any of

Customer's material or content utilized in Customer's Web Page or Web Site, if any, or otherwise. Customer warrants that it has the right to any and all copyrights, trademarks or intellectual property used on or in connection with its Web Page or Web Site and grants Citynet the right to display such in connection with its obligations under this agreement. Each party warrants that it has the right to use and display the software and data used in connection with its respective obligations under this agreement.

6. Liability. Customer agrees that Citynet shall not be liable for any direct, indirect, incidental, consequential or other damages resulting in any way from Customer's use of, or inability to use, Citynet's services, equipment, and/or software. Customer agrees to indemnify and hold harmless Citynet, its affiliates and agents, from and against any and all claims, liabilities, damages, and expenses, including attorney's fees, resulting or alleged to result in any way from (a) Customer's use of , or inability to use, any services provided by Citynet, (b) Customer's use of, or inability to use, equipment or software, and/or (c) Customer's violation of these Terms and Conditions.
7. Internet Access Services. With regard to Citynet's Internet access service, only one concurrent user is permitted per connection, and multiple concurrent log-ins on a single account are not permitted. **Unlimited Internet access** is on an 'as needed' basis only. Customer's connection to the Internet for extended periods of time is prohibited. Citynet reserves the right to monitor a Customer's usage of Internet access for the purpose of determining whether it violates this provision. If, in the sole opinion of Citynet, Customer is connected to the Internet for excessive periods of time, Citynet shall provide Customer with a warning (via email) of Customer's violation hereof. If the violation is not cured within three (3) business days, Citynet may immediately terminate the provision of services to Customer without further notice. Customers who desire to have continuous, or extended periods of, Internet access can subscribe to Citynet's Unlimited Dedicated plan at a cost of \$75 per month.
8. LAN Connections. With regard to Local Area Network (LAN) Internet connections, Customer agrees that usage is for LAN purposes only and Customer shall not allow simultaneous log-ins to Citynet's Internet access services. Citynet shall not be responsible for operation and maintenance of Customer's LAN. The demarcation point of Customer's responsibility is the modem or router connecting Citynet's network to Customer's LAN. Customer shall maintain and manage the physical circuit, its IP router or modem, its CSU/DSU, and its LAN.
9. Security and Confidentiality Issues. Customer understands that Citynet is unable to prevent others from invading or breaking into Customer's physical network or other systems, and Customer agrees that Citynet shall not be liable in any way to Customer for any such invasion or break in. The provisions of this paragraph and otherwise herein continue to control in instances where Citynet has installed a "firewall" for Customer. In this context, a "firewall" is a configuration of hardware and software implemented to regulate the security of data transmission between one or more proprietary networks and the Internet. Customer understands that any such "firewall" provides no guarantee against invasion or break in. Customer is solely responsible for all use of Customer's account(s) and confidentiality of all passwords. E-Mail and other transmission transmitted over the Internet are, in many cases, not secure, and Citynet cannot guarantee the protection or privacy of any information. Customer understands that private and confidential information should not be placed onto the Internet.
10. Cancellation. Customer may terminate its account by providing notice of cancellation to Citynet by telephone, in writing or by E-Mail transmission. Citynet does not provide refunds, either on a pro-rated or lump-sum basis, for any services paid in advance but subsequently canceled. In the event of a delinquency of Customer's account or violation (in the sole opinion of Citynet) of any of these Terms and Conditions by Customer, Citynet may suspend or terminate (without prior notice) provision of services to Customer. Cancellation by Citynet or Customer, and/or Customer's failure to use services, shall not relieve Customer's obligations hereunder including with limitation payment of any fees and late payment charges due and payable. In the event Customer ceases the use of Citynet's services, it is the sole responsibility of Customer to contact Citynet to cancel the services. Citynet will continue to bill Customer, and Customer shall be obligated to pay, for the services until such time as Customer requests cancellation of services as provided in this Section 10.

11. Agreement between the Parties: These Terms and Conditions reflect the entire agreement of the parties and supersede all prior oral or written agreements of the parties. Conveyance by the Customer to Citynet of personal information necessary to set up an account (name and address, bank account numbers, credit card numbers, etc.) shall constitute the Customer's acceptance of these Terms and Conditions.
12. Citynet reserves the right to modify these Terms and Conditions upon not less than thirty (30) day's notice to Customer in writing, by E-Mail transmission or notice posted on Citynet's Web Site (www.citynet.net). Usage by Customer of Citynet's services after such thirty (30) day notice period shall constitute Customer's acceptance of the modified Terms and Conditions. Citynet reserves the right to change, upon reasonable notice, access or dial-in procedures, hours of operation, commands, and other aspects of its services. Non-enforcement of any provision herein does not constitute consent, and Citynet reserves the right to enforce these Terms and Conditions at its sole discretion. Customer's account with Citynet is not transferable without Citynet's consent. These terms and conditions shall be governed by and construed in accordance with the laws of the State of West Virginia.

06/21/2002

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Revision 06/15/2007

Revision 10/25/2007