



WebGuy Internet, Inc. Terms of Service

This document describes the obligations and liabilities that go hand-in-hand with owning and maintaining your Internet account/access. By using WebGuy Internet, Inc., you agree to abide by the rules set forth below and by other rules as may be deemed necessary. If you have any questions, please feel free to contact us. As used herein, "you" means the customer and "us" or "we" refers to WebGuy Internet, Inc.

1. **Privacy.** We have every intention of keeping all aspects of your account private, but it is impossible for us to guarantee that any activity done while using our service will be completely private. You can, by using data encryption and basic security precautions, increase your level of privacy. You will have to take all measures to protect your private information, as it is not guaranteed. Customer data that is collected in creating and establishing your Internet service will only be released to a federal authority under direct order from a judge presiding in the county/jurisdiction of said customer.
2. **Responsibility.** You are responsible for any representations you make under your account. Choosing a good password is part of this responsibility. You are not authorized to share your account information with others or have more than one (1) active network connection at any time, although you may install the dialup software on more than one computer. Violators will have access terminated without recourse.
3. **Unlawful activity.** While using this service, you may find opportunities to engage in illegal activity. We cannot stop you from accessing data on remote sites all over the world, just like the telephone company cannot stop you from dialing any number in the world. We take the position that, while using this service, users caught violating any local, state or federal law, including proven copyright violations, will have their account terminated without recourse and the proper authorities will be notified.
4. **Obscene or illegal material.** The possibility exists while connecting to various computer networks worldwide that you may encounter material deemed pornographic, obscene or illegal. It is also possible for you to filter out this content using a multitude of hardware and software solutions, or to not access those things that you find offensive. Only you can identify and avoid those objectionable systems, just because you have access to certain "material" does not imply you are authorized to own any material that is in violation of local, state or federal law, this includes any pornographic photos, illegal software (often called "WareZ"), copyrighted material without written permission and other items as defined by local and federal law. You are now hereby notified and accept all responsibility concerning this subject.
5. **Being offensive.** To keep from offending others, it is important to take some time to learn proper net etiquette. You may view a document on "Netiquette" by visiting the WebGuy Internet Support Homepage. Severe violations of net etiquette can result in you and the system administration being flooded with mail from around the world. Causing such a severe violation can result in account termination without recourse. Complaints from other users will be dealt with on a case-by-case basis.
6. **Commercial advertising.** While it is possible to make successful advertisements on the Internet, there are a few ways NOT to go about it. Do NOT send unsolicited e-mail to users concerning your product. You may be fined on a per complaint basis or an immediate account termination is possible if you violate this, as deemed by us.
7. **Account changes.** You may not transfer, sell or trade your account without prior consent from WebGuy Internet, Inc. Billing and service additions or changes must be approved by the person listed on the account or by the CEO/President of the company or, if it is a personal account, the owner of the household where the computer is located.
8. **Account payment.** Your account payment is due by a set date every billing cycle. Accounts will be assessed a \$10 late payment fee if payment is not received by the due date on the invoice. There may be a \$25.00 returned check fee on all bounced or returned checks. At anytime if you would like to close your account, call us or return your invoice with the word "cancel" written on it in big bold letters. We reserve the right to cancel or refuse service to anyone with or without reason. You hereby authorize us to collect any attorney or collection charges we may incur attempting to collect payment from you if you fail to pay.



Please sign and return this page with your first monthly payment.

- a. **Dedicated Accounts:** Installation fees are required to be paid at the time your services are ordered. These fees and charges are non-refundable. Invoices for subsequent months are billed with a net of 30 days. Invoices are due in full no later than 40 days after the invoice date. After that your service is subject to interruption. If you are not able to meet our payment terms please do not apply for services.
9. **Age limits.** You hereby assert that you are over 18 and will not let children under this age use the account without parental approval. You are solely responsible for anything your children may be exposed to while using this account. If you have children who have access to your account we believe that you should talk to them and let them know what you feel is inappropriate for them. Take the time to be involved with what your children do on the Internet, it will pay off in the long run.
10. **Webdesign.** All web design fees are quoted before a project begins to the best of our knowledge. Additions and changes beyond what is considered "normal" will be billed out at the current web design fees. A \$500 deposit is required for all designs over \$600 in cost, which is credited toward the web design fees. While in the design phase, the website is the sole ownership of WebGuy Internet, Inc. until full payment is made. The website will not be opened to the public until the client and designers agree that the site is completed and adequately ready.
11. **Pricing changes.** From time to time, we may change the pricing of any or all of our offerings. These price changes will be conveyed to you via the e-mail account attached to your primary login as shown on this sign up sheet. You may not receive any other notice of these changes. If you do not agree with them, you may close your account with no cancellation charges.
12. **Guarantees.** We will exercise no control whatsoever over the availability or reliability of our equipment. Because the Internet is in flux all the time and technology changes fast we cannot provide any guarantees on the content of any information passing through or from us. Stated bandwidth(s) apply only to the customer-to-WebGuy Internet, Inc. router port attachment. No guarantee of end-to-end bandwidth on the Internet is made.

User Agreement: I (the customer) am responsible for what happens with my account for service. I hold WebGuy Internet, Inc., its owners and employees without harm or blame for any activities in connection with the use of my account. We reserve the right to block Internet requests and/or transactions originating from certain "undesirable sites" and terminate an account at anytime without prior notice or explanation.

THESE TERMS AND CONDITIONS CANNOT BE MODIFIED EXCEPT BY WRITTEN AMENDMENT BY THE PARTIES. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF WEBGUY INTERNET, INC HAS THE AUTHORITY TO BIND THE PARTIES TO ANY REPRESENTATION OR WARRANTY UNLESS SUCH IS SPECIFICALLY INCLUDED IN THESE TERMS AND CONDITIONS, THE WEBGUY INTERNET INC INTERNET SERVICE ORDER FORM OR WITH A WRITTEN AMENDMENT THERETO. NOTICE TO PARTIES OF DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE SENT BY REGISTERED MAIL TO THE PARTIES AT THE ADDRESS SHOWN ON THE MOST RECENT SERVICE ORDER. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF UTAH. ALL USERS DESIRING CONNECTIVITY ON THE INTERNET ARE SUBJECT TO THE ACCEPTABLE USE POLICY.

I agree to follow the above terms and any conditions as set by WebGuy Internet, Inc. and as stated as general "netiquette."

WebGuy Internet, Inc.

Customer Signature

Effective Date

Account Information

Preferred Login Name (lowercase, no spaces): _____ @ webguyinternet.com
(If you do not purchase Virtual Hosting, this will also be your e-mail address)

Account Type: Business Personal DSL Frame-relay** ISDN Telnet

Speed: 56k 64k 128k 256k 640k Pro 256k Pro 640k Pro 1M

City: Alta Salt Lake City Provo Ogden Brigham City Other _____

Billing Period: *6-Months Quarterly Monthly Other _____

Computer Type: Macintosh Windows 9x/ME Windows 2K/XP Unix

Customer Name: _____

Billing Contact (if different): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Hm. Telephone: () _____ Fax: () _____

Cellular: () _____ Office: () _____

Default Password: _____

(four or more letters or numbers, not an english word, lowercase, no spaces.)

Account Activated on: ____/____/2003

Email for announcements: WebGuy Account Other: _____

Send current software CD: Date Sent: ____/____/2003

Active virtual domains: Domains load same place (free) Separate servers (\$35/mo)

Additional Information:

* 6-Month billing gets 1 month free. Thus you only pay for 5 months of your dialup account fee. Additional fees, services and options are additional. Not valid on DSL, frame-relay or ISDN accounts.

** Separate agreement required.