

## Consumer Terms And Conditions

**PLEASE NOTE:** SurfNet, Inc. is an Internet Service Provider and does not have control over any content offered by a SurfNet Client. SurfNet is not a controller, publisher or editor of. In regards to Tangible Items that you purchase from a SurfNet Client's Website; SurfNet does not own, store, ship, control, or know what is being offered, sold, purchased, or shipped.

SurfNet adheres to the Digital Millennium Copyright Act. If you have issues that concern intellectual property, please click the DMCA link on [www.surfnetcorp.com.com](http://www.surfnetcorp.com.com).

Before your transaction can be completed, you must read and agree to these terms and conditions. By applying for access or services, or by purchasing from this Website, you are agreeing to these terms and conditions, and are agreeing to be legally bound by them. This agreement is subject to change by SurfNet at any time. Changes are effective when posted on this site without notice upon each subscriber.

### 1. Legal Definitions

- **Bookmarking:** The act of placing a URL into a temporary file on the subscriber's browser so that the subscriber may return to that page at a future date directly, without passing through any pages that may have proceeded. E-ticket: The combination of a unique Username and Password that is used to access a site. An E-ticket is a license to use a site for a specified period of time.
- **Member or Membership:** The subscriber, or User, of a valid Username and Password (E-ticket) for the site during the term of membership.
- **Purchaser:** The individual purchasing Tangible Items from the Seller.
- **Seller:** The operator or owner of the Website to which you are subscribing or from which you are buying Tangible Items.
- **Site or Website:** The Website for which you are purchasing a Username and Password (E-ticket) from SurfNet in order to access the site and its materials and obtain the benefits of membership or from which you are purchasing a tangible product.
- **Subscriber:** The End-user / Consumer, of the services of the site and holder of a valid Username and Password (E-ticket) for the site.
- **Tangible Item:** Anything purchased from this Website that requires shipment to the shipping address you provide.

### 2. Description Of Services

SurfNet will provide one E-ticket to access the Website and its contents for which you are purchasing membership and/or SurfNet will process as a separate order any transaction for Tangible Items you

purchase from this Website. SurfNet disclaims all responsibility for the merchandise ordered from this Website. All customer service for Tangible Items is the responsibility of the Seller and you are hereby notified that any inquiries are to be made directly to the customer service contacts listed on the Website. SurfNet provides no warranty or guarantee of any kind, including but not limited to any statements, claims, or descriptions that have been made by the Seller of the Tangible Items. SurfNet is not responsible for lost shipments or damaged or defective items.

### 3. Billing

SurfNet, Inc. will appear on your credit card, bank statement, or phone bill for all charges made. If multiple venues are joined utilizing any payment method, your statement will list each individual purchase comprising the transaction. SurfNet may include other information on your statement based on credit card association, telephone regulation, The Electronic Payments Association (NACHA), and any other mandated rules and regulations.

If you elect to use your checking account to purchase a subscription to or a Tangible Item from this Website, an ACH debit will be presented to your bank account. Your agreement with these Terms & Conditions is your approval for SurfNet to issue an ACH debit to your account.

### 4. Payment / Fee

Websites may have periodic subscription fees that are defined by the owners of the Site at the time of the initial enrollment for subscription. The member is responsible for such fees according to the terms of the Site. Once a member has the ability to access the Website using the E-ticket assigned to the member, subscription fees become non-refundable.

Pricing for Tangible Items will appear on the Website associated with the item. SurfNet will process a single transaction for the total amount of a shopping card including any taxes, shipping and handling charges, and any other miscellaneous charges added by the seller. Returns and refunds are governed by the Seller's terms and conditions. SurfNet's responsibility ends with processing the transaction. Any issues involving the product are to be strictly between you and the Seller.

### 5. Automatic Recurring Billing (If Selected By You On The Sign-Up Page)

This paragraph applies to non-Tangible Items only. As determined by the content provider of the site, subscription fees may be automatically renewed at the end of the original term selected, for a similar period of time, unless notice is received from the subscriber seven (7) days before renewal. All special introductory offer Members shall be exempt from the 7-day notification requirement, but subscriber must notify SurfNet directly 24 hours prior to the end of the trial/special offer period in order to cancel automatic renewal. All

trial/special offer memberships shall renew at the stated membership rate. The maximum term of this agreement is 100 months.

Unless and until this agreement is cancelled in accordance with the terms hereof, subscriber hereby authorizes SurfNet to charge subscriber's chosen payment method to pay for the ongoing cost of membership. Subscriber hereby further authorizes SurfNet to charge subscriber's chosen payment method for any and all additional purchases of services and entertainment provided by the site.

## 6. Electronic Receipt

SurfNet will email a receipt to Subscriber/Purchaser to the email address provided during the initial subscription or purchase. Subscriber/Purchaser may, at any time, request a copy of the account of charges made during the life of their membership to the Site. Requests must be made directly to SurfNet. To contact SurfNet, refer to the Questions and Contact Information at the end of this document.

## 7. Cancellation

At any time, and without cause, subscription to the Website may be terminated by SurfNet, the site, or the subscriber upon notification to the other by electronic or conventional mail, by telephone, or by fax. When the member requests the termination, subscription fees are NOT refunded. Subscribers are liable for charges incurred by them until termination of service.

If you request cancellation or request a refund from SurfNet, your bank, card issuer, or phone company due to unauthorized or fraudulent use, SurfNet can at its discretion, to prevent further unauthorized use, block your information from use at all SurfNet Clients' Websites. This will not, however, prevent unauthorized use at non-SurfNet Clients' Websites, and is not a substitution for your contacting your appropriate channels to prevent further misuse.

If you are taking advantage of a "Free" trial period through a credit card, please be aware of the following: SurfNet will request and your bank will immediately put a "Reserved Funds" hold on your credit card for the amount of the subscription plan you have selected. If the free trial is cancelled within the timeframe allowed by the Website, it typically takes the banking system 7 to 10 days to remove the credit card hold from these funds. Please understand that SurfNet has no way to remove this hold. During the trial period and for a minimum of 7 to 10 days after you cancel, these funds are considered out of your bank even though technically they are still there, and you could overdraw or exceed the limits of your account. You are responsible for any charges imposed by your credit card issuing bank for exceeding your account limits or overdrawing your account.

If you are ordering Tangible Items, please be aware that SurfNet will charge your account immediately for the amount of the transaction even though the items have not been shipped. You will be notified by the Seller when the items you have ordered have been shipped and

you will receive from the Seller the carrier's tracking number.

## 8. Refunds

When the member requests the termination, subscription fees are NOT refundable. Should a refund be issued by SurfNet, all refunds will be credited solely to the payment method used in the original transaction. SurfNet will not issue refunds by cash, check, or to another credit card or payment mechanism.

Requests for refunds for or returns of Tangible Items are to be directed directly to the Seller. SurfNet retains no records of the sale other than the information necessary to process the total transaction.

## 9. Bookmarking

Subscriber/Purchaser agrees that at any time they will not bookmark any page to the site that will allow the subscriber to bypass the Terms and Conditions of the Website upon entering. If such a bookmark exists, said bookmark will constitute full agreement to said Terms and Conditions as well as to admission that Subscriber/Purchaser is of legal age of majority in their state, country, or region.

## 10. Authorization Of Use

Subscribers to a subscription Website are hereby authorized a single E-ticket to access the service or material located at this Website. This E-ticket shall be granted for sole use to one subscriber. All memberships are provided for personal use and shall not be used for any commercial purposes or by any commercial entities. Commercial use of either the Website or any material found within is strictly prohibited unless authorized by the Website. No material within the site may be transferred to any other person or entity, whether commercial or non-commercial. In addition, materials may not be modified, or altered. Materials may not be displayed publicly, or used for any rental, sale, or display. Materials shall extend to copyright, trademarks, or other proprietary notices there from.

SurfNet and the site reserve the right to terminate an E-ticket at any time if the terms of this agreement are breached. In the event that these terms are breached, you will be required to immediately destroy any information or material printed, downloaded or otherwise copied from the site.

## 11. Transfer Of E-Ticket

Access to a subscription Website is through a combination of a Username and a Password (E-ticket). Subscribers may not under any circumstances release their E-ticket to any other person, and are required to keep his or her E-ticket strictly confidential. SurfNet will not release Passwords for any reason, to anyone other than the subscriber or a member of a legitimate law enforcement agency

investigating a fraudulent use of card complaint, or as may be specifically required by law or court order. Unauthorized access to the Website is a breach of this Agreement and a violation of law. Subscribers acknowledge that the owner of the site may track—through the use of special software—each subscriber's entry to the site.

If any breach of security, theft, loss, or unauthorized disclosure of E-ticket information occurs, subscriber must immediately notify SurfNet or the site of said security breach. Subscriber will remain liable for unauthorized use of service until SurfNet or the site is notified of the security breach by email or telephone.

## 12. Sanction And Approval Of Age Restricted Products And Material

The owner of this site may be providing material or products that are intended for viewing or purchase by individuals who are of legal age in the jurisdiction where this site is being viewed and are at least 18 years of age in the US (21 in AL, MS, NE, and WY). Materials available within this site may include depictions that are visually graphic in nature and should not be accessed by anyone who is not of legal age. By purchasing a membership or E-ticket, or a Tangible Item, you are implicitly making the following statements: "I affirm and swear, under penalty of perjury, that as of this moment I am of legal age in the jurisdiction where this Website is being viewed and am at least 18 years of age in the US (21 in AL, MS, NE, and WY). I will not permit any persons who are not of legal age in the jurisdiction where this Website is being viewed and are at least 18 years of age in the US (21 in AL, MS, NE, and WY) to view or access in any way any materials found on this Website."

## 13. Supplementary Terms And Conditions

The site may have additional Terms and Conditions that are an integral part of their offering to the Subscriber, and are in addition to these Terms and Conditions. Such Terms and Conditions as listed at the site will in no way invalidate any of the Terms and Conditions listed here. All Terms listed apply to SurfNet, the Website, and the Subscriber/Purchaser.

I understand that by having checked the acknowledgement of SurfNet's Terms and Conditions, I am affirming that I have read and understand the Terms and Conditions of this account and authorize SurfNet to bill my chosen payment method in accordance with the current Terms and Conditions.

This agreement is governed by the laws of the State of Delaware and Illinois and you hereby irrevocably consent to the exclusive jurisdiction and venue of the courts in Cook County, Illinois, U.S.A. in all disputes arising out of or relating to the use of SurfNet's services.

## 14. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## 15. Notice

Notices by the site to subscribers may be given by means of electronic messages through the site, by a general posting on the site, or by conventional mail.

Notices by subscribers may be given by electronic messages, conventional mail, telephone or fax unless otherwise specified in the Agreement. All questions, complaints, or notices regarding a subscription site must be directed to SurfNet. All cancellations of subscription service to a site must also be directed to SurfNet. All questions, complaints, or notices regarding a Tangible Items site must be directed to Seller.

## 16. Questions And Contact Information

All questions to SurfNet regarding these terms and conditions must be directed to:

**SurfNet, Inc.**  
P.O. Box 1023

Arlington Heights, Illinois 60006  
Telephone: 1.847.969.0176  
Fax: 1.847.890.6335