



The World @ Your Fingertips

Billing Policies and Terms & Conditions of

DSNET

A Division of Dstech Inc.

Effective 02/10/2009

BILLING AND PAYMENT

Commencement of Billing. Billing will begin when your order is processed and the Services are provided. If Services begin from the 1st through the 14th day of the month, a full month's charge will be assessed. If Services begin after the 14th day of the month, the first month's charges will be half of the normal charge.

Standard Billing. DSNET's Internet Subscriber's Invoices are mailed or E-mailed on the 1st of the month of the renewal period. The payment is due by the 15th of the month.

Agreement to Pay. You agree to pay us for the all charges related to your account. In accordance with this Agreement at the prices and charges provided to you when you enrolled, which are subject to change. DSNet shall have the right to terminate or suspend your account for failure to pay your bill in a timely manner. DSNet shall have the right to use alternate means to collect unpaid charges to your account in the event of non-payment.

If an account becomes delinquent & suspended, the account balance plus any reinstatement charge must be paid in full before service will be restored.

If an account remains suspended for more than 60 days, it will be completely disconnected. The account balance including all service charges must be paid in full before service will be reinstated.

Terminations. If you fail to pay any charge when due, you shall be in default and DSNet may suspend or terminate the Service to you. If service has been terminated because of nonpayment, there will be a reconnect fee assessed.

Price Changes. We may change the prices and charges for the Services from time to time. Unless otherwise stated, if we increase the price of your plan, we'll notify you by e-mail or by U.S. mail and allow you to stay with your old plan for at least one more billing cycle. We may decrease prices and charges without providing advance notice.

Payment Methods. Cash, check, credit card, or electronic funds transfer from your checking or savings account. If charges cannot be processed through your credit card, or if your check or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$20.00.

Non-Sufficient Fund (Nsf). If DSNET receives a NSF check from a bank, the check will be returned to the customer for replacement. DSNET will not resubmit the check to the bank for a 2nd attempt to clear the bank account. The subscriber's payment record is reversed & the account is charged a \$20.00 fee for each non-sufficient funds occurrence. Note: A second NSF event will require that the customer make all future payments by cash, cashier's check or credit card.

Recurring charges are not prorated. Partial credit is not given to customers who change their price plan to another price plan, disconnect, cancel or are suspended from the Service during a billing period.

Cancellation. Monthly accounts renew automatically until cancelled by explicit notification by the account holder. Accounts billed annually also renew automatically until cancelled by explicit notification by the account holder. Customers will receive no notification in either case. The accounts simply renew until cancelled. You may cancel your Service by calling us at 1-906-786-3583 or written notification. You are responsible for charges incurred, unless notice of cancellation has been given prior to the 7th day of the month. Partial credit will not be given to customers who cancel after the 7th day of the month.

Minimum Billing. A customer who subscribes to DSNET's services and has had an account activated, and billing records created, and then decides to disconnect the service is liable for one month's billing charges for the specific service secured.

Dsnet dial up internet setup is "free". A technician will do the set up in our service department and will be ready for use by the next business day. Subsequent assistance either by phone or in-house may be subject to our standard labor rates if the problem is due to changes made by the customer. Calls for technical issues not including sign-up, software installation issues and billing questions are subject to our standard labor rates.

Subscriber Agreement. By use of DSNET's services a Subscriber accepts these Billing Policies. For a complete description of the Terms & Conditions, Billing Policies, and other documents please go to www.dsnet.us. These policies are subject to change, please visit the site often to review any changes.

TERMS & CONDITIONS

- **Subscriber Agreement to Terms & Conditions.** By use of DSNET's services a Subscriber understands and accepts these Terms & Conditions and agrees to pay for these services according to the Billing Policies (above) that are currently in effect. Prices are subject to change without notice.
- **Terms & Conditions are subject to change without notice.** A current copy will always be available on-line through our Service Information page. Continued use of an account by the subscriber after a new policy has gone into effect, constitutes acceptance of the policy. DSNET encourages its subscribers to regularly check the website for any changes to the Billing Policy, Terms & Conditions statement and other documents. The effective date at the top will be updated to indicate when the revision occurred.
- **Termination due to Non-payment.** If DSNET does not receive payment when due, the Subscriber's account may be placed on Hold, and after 60 days eventually terminated. **Termination of the subscriber's account does not remove subscriber's responsibility under this agreement, to pay all fees incurred up to the date the account was cancelled,** including any and all collection fees incurred by DSNET.
- **Warranties.** DSNET makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. The Subscriber agrees to indemnify and hold harmless DSNET for any damages suffered by the subscriber including, but not limited to, loss of data from delays, non-deliveries, missed deliveries, or service interruptions caused by DSNET's own negligence, the circuit provider's negligence, an Act of God, or the subscriber's own error and/or omissions. Any advertised special as seen in newspapers, magazines, etc. is subject to final approval by DSNET.
- **DSNET's services may only be used for lawful purposes.** Transmission of any material in violation of any U.S. or State regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, or material protected by trade secret. The subscriber agrees to indemnify and hold harmless DSNET from any claims resulting from the subscriber's use of this service that damages the subscriber or another party. At our discretion, DSNET may revoke a subscriber's access for inappropriate usage.
- **Information via World Wide Web.** Use of any information obtained via this service is at the subscriber's own risk. DSNET specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- **Subscriber E-Mail Directory.** For security and privacy reasons, DSNET has chosen not to list subscriber e-mail address information on its website.
- **Use of other Networks.** If a subscriber uses another organization's networks or computing resources, the subscriber is subject to their respective permission and usage policies. (ie: Hotmail, Yahoo Mail, etc)
- **Account Changes.** A subscriber is responsible to notify DSNET of any changes in the account contact information such as the subscriber's name, address and/or telephone number.
- **Allowing others to use your account.** A subscriber is responsible for how his account is used, and may allow others to use it, bearing in mind that the subscriber is fully responsible for what they do.
- **Standard Internet Monthly, 3 Month, and 12 Month Subscriptions.** Standard Internet Accounts are unlimited access.
- **SPAM Filtering.** A Service that blocks "Junk" E-mail messages from your DSNET E-mail account. This is a free service for all subscribers.

- **Per Session Time Usage.** DSNET does not limit the per session time of a subscriber. However, we do ask subscribers to adhere to guidelines of Internet etiquette of 4 hours on-line with a 2 hour down time before going back on-line as a courtesy to other subscribers attempting to gain access.
- **E-mail Storage.** E-mail not accessed and retrieved will be cleared from the server after 90 days. If your account is dormant for more than this time due to travel or other reasons, please provide us with at least 48 hours notice to retain your E-mail on the server. DSNET is not responsible for any E-mail that may be deleted due to the E-mail Server log cleaning. Any e-mail you wish to keep should be downloaded to a file on your hard drive.
- **Snowbird Accounts.** DSNET allows customers to use our snowbird account, to retain E-Mail services during extended vacations or for seasonal residents. The snowbird account allows for 2 E-Mail accounts. additional accounts may be requested for a monthly fee. Snowbird accounts will take effect at the end of your current billing cycle. No prorating or refunds will be given for unused remaining time resulting from a prepaid billing cycle.

Cancellation of Service by DSNET. DSNET reserves the right to cancel any subscriber's service at its discretion and will reimburse the subscriber with any unused fees at the complete discretion of DSNET Management. Reconnect fees after cancellation may apply.

- **Cancellation of Service by Subscriber.** A subscriber may cancel his account at any time upon prior written notice or by telephone request. A subscriber is responsible for any fees incurred up to the date of termination of service. DSNET will reimburse the subscriber for any unused fees at the complete discretion of DSNET Management. Reconnect fees after cancellation may apply.
- **Early Termination of a Billing Service Package.** Should a customer opt to cancel a three month or annual billing package prior to the end of the contract period, the customer's billing is recalculated at the monthly billing rate for the time period service was used and the balance will be reimbursed to the customer less a (1) Month Termination Fee. Reconnect fees after cancellation may apply.
- **SPAM (E-mail Junk Mail).** DSNET does not condone the sending of SPAM (Bulk E-mail Advertisements) by its subscribers. If complaints are received, a notice will be sent to the offending subscriber advising that they must cease the sending of SPAM from DSNET's E-mail server. A subscriber's continued "Spamming" practice shall be just-cause for termination of the subscriber's service connection with DSNET.
- **Copyrights.** Some information/programs located on our website are protected by copyright laws. Unless a subscriber has permission from the copyright holder, the subscriber is not allowed to redistribute this information to others including the use of this information on radio, TV, or printed media, such as newspapers, magazines or newsletters or on the subscriber's own personal website.
- **Terms & Conditions.** These Terms & Conditions shall supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with Terms & Conditions of any order submitted.