



Seanet Internet Services

www.seanet.com

PO Box 58288 • Seattle, WA 98138

1-800-9-SEANET • support@seanet.com

Terms of Service

Master Terms & Conditions for all Seanet customers and for all users of Seanet websites. This Master Terms and Conditions Agreement (the "Master Agreement") is applicable to customers and users ("You" or "Your") of Seanet Corp. and all other Seanet affiliated entities ("Seanet"). Seanet is a Washington corporation with offices at 12842 Interurban Ave S, Seattle, WA 98168.

This Master Agreement specifies general terms and conditions You accept and agree to abide by when accessing or using any service or website provided by Seanet. If You do not agree to be bound by the terms and conditions in this Master Agreement, do not use or access Seanet's site or services. Seanet provides its services subject to Your compliance with the terms and conditions herein.

If You have a separate signed contract with Seanet for specific services, that contract will be controlling over and supercede any inconsistent language in this Master Agreement.

This Master Agreement may be modified or terminated by Seanet at any time, without prior notification to You unless a separate agreement exists between You and Seanet which requires advance notification or approval of such changes. You agree to abide by the terms & conditions in this Master Agreement and all subsequent modifications of this Master Agreement. Your continued use of the services provided by Seanet following Seanet's posting of any changes to this Master Agreement will constitute Your acceptance of such changes or modifications. If You do not agree to any such changes, do not continue to use Seanet services or this site. Failure to abide by these terms & conditions may, at Seanet's option, result in the termination of any or all services Seanet is providing to You.

You consent to receive communications from Seanet by electronic mail. Seanet's notification email address, which must be used in any official communication with Seanet, is legal-notify@seanet.com. It is Your responsibility to ensure that Seanet has a valid email address for You on file. Seanet's inability to contact You via email due to a missing, inaccurate, incomplete, or inaccessible email address will waive Seanet's obligation to attempt to contact You.

If any part of this Master Agreement is found to be unenforceable or unlawful, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

You may not enter into this Master Agreement (and thus may not use the services provided by Seanet) if



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You are less than 18 years old.

You acknowledge that Seonet may attempt to assist You by phone or email with a variety of technical issues but that You are solely responsible for Your equipment and internal network and for the cost of any consultants or vendors You engage to assist You with any issues You may have with regard to Your internet services from Seonet.

YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO BACK UP ALL DATA AND CODE ON YOUR SERVERS AND WEBSITES. You agree that Seonet has no responsibility to cache or maintain email or USENET news postings sent either to or from Your account. You agree that if You use an Seonet spam and/or virus filtering service that (a) You release Seonet from any obligation to cache or maintain such email, any responsibility for errors or omissions introduced when Seonet's services alter or delete such email, and/or any obligation to deliver such email either to or from Your account, and (b) You understand that such services are not perfect and that the use of such services or software will reduce, but not eliminate, spam and/or virus infected email You may receive. Seonet has the right, but not the obligation, to monitor any activity and content associated with its sites or services. Seonet may investigate any complaint or reported violation of its policies and take any action it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension or termination of service, denying access, and/or removal of any materials on a hosted web site.

Seonet also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials and regulatory agencies. In order to cooperate with governmental requests, to protect Seonet's systems and customers, or to ensure the integrity and operation of Seonet's business and systems, Seonet may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history and posted content. You hereby consent to such action by Seonet.

SEANET PROVIDES ITS WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. SEANET FURTHER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT FOR THE SERVICES AS PROVIDED. SEANET FURTHER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT THE SITE OR SERVICE WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR.

If in connection with your allegedly illegal activities, law enforcement officials seize a server in an Seonet



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data center that your website is running on, you agree you are liable for all damages suffered by Seanet and other customers affected as a result of such seizure, and you agree that Seanet shall have no liability to you as a result of that seizure.

IN NO EVENT SHALL SEANET BE LIABLE FOR ANY LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, OR INTENTIONALLY OR NEGLIGENTLY, THE USE OF SEANET'S SITE, SERVICES OR THIS AGREEMENT. SEANET'S LIABILITY TO ANY USER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO \$100.

You agree that the location for any litigation arising out of this Master Agreement or Your use of Seanet services will be in King County, Washington and You agree to waive all rights to request or enforce a change of such location (venue). You agree that the prevailing party in any litigation brought under this Master Agreement will be entitled to receive its reasonable attorney's fees and court costs from the other party.

You agree not to knowingly transmit, or knowingly permit to be transmitted via any system You control or should control, to or across any site or service operated by Seanet, any content consisting of unsolicited commercial email or excessive amounts of commercial Usenet postings ("spam"), or any material designed to discover and/or breach the security systems of Seanet or any third party ("hacking"), or any content known to contain a software virus or Trojan horse ("infected material"), or any content otherwise illegal to possess or transmit under the laws or regulations of the State of Washington or the United States of America ("illegal content"). You agree not to fraudulently forge email headers, Usenet headers, IP packet information, or engage in any other activity designed to hide the point of origin of any content You transmit to or through the Seanet system ("spoofing"). Standard network techniques such as network address translation or e-mail proxies are not considered "spoofing." You agree not to knowingly attempt to cancel, supercede or otherwise interfere with email or Usenet posts other than those You originate ("cancel bots"). You agree not to use any third party site or service to promote any Seanet site or service in an abusive manner ("hostile redirection"). You agree not to place or store material on Seanet sites or services that infringe a third party's copyright or trademark rights, and/or are comprised in whole or in part of illegally obtained trade secrets.

Seanet reserves the right to terminate Your service immediately and without notification if You or any system under Your control engages in the transmission of spam, hacking, transmission of infected material, transmission or possession of illegal content, spoofing, use of cancel bots, hostile redirection, acts of illegal storage, or any other violation of Seanet's Network Abuse Policies. You acknowledge Seanet's right to take all available legal and technical steps, including remotely scanning Your ports, to prevent fraudulent or



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counterfeit e-mail from entering, utilizing or remaining within any Seanet system. You grant Seanet power of attorney to take all legal and technical steps to prevent the transmission of any and all email to or through any Seanet equipment or server that Seanet determines, in Seanet's sole discretion, to be undesirable in any way and for any reason, including, without limitation, blacklisting, unsubscribing, opting out, and/or initiating legal actions against the senders of such email.

Per the Digital Millennium Copyright Act, Seanet is registered with the United States Patent and Trademark Office as an online service provider. Seanet's designated agent for notification of infringements is Stephen Milton. Mr. Milton can be contacted through email via (stephen.milton@seanet.com). As such, Seanet will, upon notice of copyright infringement by the copyright holder, block outside access to any allegedly infringing materials. If the user in question gives counter-notice, Seanet will forward such counter-notice back to the copyright holder. If the copyright holder does not file a legal action against the user in question within 14 days, Seanet will re-instate access to the alleged infringing materials.

You acknowledge that the Internet is an inherently insecure environment and that any computer or other equipment You attach to the Internet or to any network attached to the Internet may become the target of computer hackers. You are solely responsible for keeping Your machines secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operations of Seanet's sites and services, and that of third parties connected to Seanet's networks. You are solely responsible for guarding against and repairing Your computers and other systems from any infection by malicious code or unauthorized use.

You understand and agree that the Internet contains unedited materials, some of which are sexually explicit or may be offensive. You access such materials at Your own risk. Seanet has no control over and accepts no liability or responsibility whatsoever for such materials.

Seanet's websites contain links to other external websites that may be useful to You. Seanet is not responsible for the privacy practices or the content of these external websites. Seanet will not be held liable for any charges or incidental fees that You may incur through the normal use of Your service. This includes long distance charges incurred by calling a long distance phone number to receive customer support or to connect to Seanet sites or services. You agree to be solely responsible for these fees.

You agree not to resell (or provide free of charge) any Seanet site or service to any third party without first entering into a Reseller Agreement with Seanet.

If You purchase services from Seanet in one to three month increments, no pro-ration of Your prepaid fees



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will be made in the event of cancellation or termination of service. If You purchase services from Seanet in an increment longer than three months, in the event of termination or cancellation, and absent a contrary provision in Your service contract, You will be responsible for 50% of the balance of the remaining payments under Your service contract as of the date of Your cancellation or termination. If You purchase services from Seanet which included a rebate or a discount for length of contract and Your service is cancelled or terminated prior to the end of that period, the discount will be revoked and You will be billed for and will be responsible for immediately paying the difference. Seanet reserves the right to reduce any refund by offsetting expenses Seanet may have occurred as a result of damages You or Your equipment may have caused. All equipment owned by Seanet must be promptly returned to Seanet when Your service ends.

All termination or cancellation notices from You must be sent to cancellations@seanet.com, and please check Your next billing to be sure Your cancellation email was received and processed. You agree to pay when due for the valid charges for Seanet services and agree that such timely payment is an essential condition for Seanet services. Faxed copies of signatures shall be as legally binding as original signatures. Any over billing errors must be reported to Seanet within 90 days of the error, and adjustments or refunds for errors over 90 days will not be made. Seanet reserves the right to bill You for any item that has not been billed to You and should have been.

For all payments received more than 10 days after the Billing Date Seanet reserves the right to assess a late fee equal to 1.5% of the amount due.

You agree to pay for any expenses incurred by Seanet with a third party vendor because of erroneous personal information You have provided to Seanet.

You agree not to make an offer of employment to any Seanet employee. You agree not to offer any Seanet employee a commission, gratuity or any other emolument for or in connection with the performance of that employee's duties.

Except as otherwise set forth in Your Internet Service Agreement or Order, Your Seanet services are exclusive of all other telecommunications services (the "Telco") which may be required to establish connection for You to Seanet, and all such costs and the associated terms and conditions required by the Telco to perform such services shall be directly between You and any Telco provider.

You specifically waive Your right to sue Seanet or ability to assign Your rights for any losses relating to this contract. If You and Seanet enter into a separate service agreement that provides for a different termination process, that process will explicitly acknowledge and supercede this clause.



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If Seanet's direct out-of-pocket circuit costs for Customer increase more than 50%, Seanet may request price renegotiation, and if not mutually agreeable then Seanet may give a 30-day notice to cancel Your service.

Seanet provides Internet services on the basis of reasonable availability. It may, without notice, disconnect all or part of its network from external internet connections for maintenance, equipment replacement, or for network security. You agree that Seanet's failure to maintain uninterrupted or continuous connection to the internet at any rate of transmission including total service outage is not cause for termination of any service agreement You may have entered into with Seanet, nor is it cause for reimbursement of any damages or harm that may be caused by such interruptions. You agree that You understand that the nature of the internet and the TCP/IP network protocol used by internet services defines no specific quality of service, and that packets transmitted to or from Seanet and/or to or from the internet may be lost in transmission, misrouted by Seanet equipment or the equipment of third parties, or delayed by network latency. Time is of the essence with regard to all terms and conditions in this Master Agreement.

Because of credit and other constraints, You may not transfer or assign any contract with Seanet without the prior written consent of Seanet.

Seanet will invoice You for any governmental taxes or fees it believes are applicable to Your services. If You fail to pay any such taxes/fees that are properly billed to You, You are solely responsible for payment of any such taxes/fees and penalties or interest.

The language of this Master Agreement is protected by a federal copyright, and the trademark Seanet is protected by both state and federal trademark registrations. Unauthorized duplication of language in this Master Agreement and unauthorized use of Seanet's trademark is a violation of federal laws.

FCC Opt-Out Plan for Customer Proprietary Network Information (CPNI) for Seanet Phone Customers

In the normal course of providing your telephone service, Seanet maintains certain information about your account. This information, when matched to your name, address and calling or originating billing telephone number, is known as your customer specific "Customer Proprietary Network information," or CPNI for short. Examples include the type of line you have, service features like Touch tone and Caller ID, class of service, telephone charges, long-distance and local service billing records, directory assistance charges, and historical call records and patterns. CPNI does not include things like customer name, address, or telephone number; aggregate information or data that is not specific to a single customer; customer premises equipment; and Internet access service. Under federal law, Seanet has a duty to protect your CPNI from unauthorized



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access or disclosure.

Currently, Seanet does not utilize CPNI to market additional services, nor do we sell customer information to any third party. However, the Federal Communications Commission has adopted rules stating that Seanet may not use your CPNI to market certain telecommunications related services or features to you if you have requested that the CPNI be considered “restricted/opt-out” for this purpose. If you wish to have your CPNI “restricted/opt-out,” call the Seanet office at (800) 973-2638 during our normal business hours. Tell us that you wish to restrict our use of your customer information. The restriction will remain in effect until you notify us otherwise. Please note that restricting your CPNI will not eliminate all of our marketing contacts with you. You could still receive marketing contacts from us that are not based on your CPNI. Also, we are permitted to use your CPNI to contact you about additional local telephone and other services when we already provide you that same type service. Finally, even if your CPNI is restricted, we may still use it to market any other telecommunications services or features with your permission if you contact us and ask about them. If you choose not to “restrict/opt-out” then Seanet is presumed to have permission, 30-days after you receive this notification, to use CPNI to market services until such time as you withdraw that permission. You may withdraw your permission at any time by contacting Seanet at (800) 973-2638.

[Read the Complete FCC Document.](#)

If You have questions or concerns about our terms & conditions, please send an e-mail to legal-notify@seanet.com.

Additional Terms and Conditions for Broadband Connection and Dial-Up Customers

- You agree to indemnify and hold harmless Seanet and its affiliates against any claim or action or damages arising from the operation of Your business or any equipment under Your ownership or control.
- You agree not to use any software or hardware, or modify any software or hardware You are provided by Seanet or a third party connection provider to enable Your system to transmit or receive data at rates higher than those You have contracted with Seanet to provide.
- You agree not to connect more than one computer to Your Internet connection either directly or indirectly without prior written permission from Seanet.
- You agree not to connect any unauthorized device to Your Internet connection.
- You agree that You do not own or have any right, title or interest in Your email address if that address is a part of any Seanet-owned domain (such as Seanet.com), and that Seanet may change Your email address at any time for any reason, and that Seanet has no obligation to forward email sent to any email address You may maintain or may have once maintained on any Seanet system to any other ac-



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count You may currently or in the future maintain either on an Seanet system or a third party system.

- You accept and understand that Seanet does not review email or USENET news postings sent to or from Your account and is not responsible for their content. You accept and understand that Seanet may, from time to time, at Your request or on its own initiative, examine the contents of email directed to or from Your account for network administration and troubleshooting, and that You will not be informed of such examination, nor will Your permission be required to conduct such an examination. You accept and understand that email sent to and from Your account is not private.
- Seanet may, from time to time, without notification or permission, alter inbound email to Your account to remove unsolicited commercial messages.
- You agree that Seanet does not have any responsibility to notify any third party that Your email address has changed, or that Your email privileges have been revoked or suspended, and that Seanet may, at its sole discretion and without notice, reject incoming emails sent to an email address which has been suspended or revoked, and that if it does so, it bears no obligation to notify the sender or You that the email has been rejected.

Additional Terms & Conditions for Domain Name Services (DNS)

- You agree that if Seanet is providing DNS hosting services (where Seanet's systems are recognized as the authoritative source for DNS entries in Your domain or domains), that Seanet is not obligated to ensure that (a) the DNS system is correctly configured, (b) Your DNS entries will be properly resolved, or (c) Seanet's DNS systems will be continuously available on an uninterrupted basis. You further acknowledge that it is Your responsibility to test Seanet's implementation of Your DNS hosting and notify Seanet of any misconfiguration or error in that implementation.
- You agree that if Seanet is providing DNS hosting services (where Seanet's systems are recognized as the authoritative source for DNS entries in Your domain or domains), that You will provide any requested additions or changes in Your domain's DNS Host, MX, Alias, or other records to Seanet via email at dns-admin@seanet.com, and agree that the number of such changes or entries shall not be unreasonable.
- If You are separately maintaining Your DNS and domain registrations with a domain name registrar, You agree that Seanet has no obligation to ensure that Your domain registration is maintained in a current status by the registrar, INTERNIC, or any third party. You are solely responsible for ensuring that Your domain registration is kept current and accurate and that Your account (if any) with Your registrar is kept current. If Seanet is acting as Your agent to manage Your account with Your registrar, the prior sentence will not apply.
- In the event that Your DNS hosting arrangement with Seanet is terminated, You agree that Seanet has no obligation to provide DNS files, settings, or any other material related to Your DNS entries in Se-



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anet's DNS system to You or any third party, and You agree that Seanet has no obligation to forward DNS requests to or from Your new DNS host.

Additional Terms & Conditions for Website Hosting Services

Seanet will route Your domain name into its network. In the event You also elect to have Seanet register a domain name on Your behalf with a certified registrar, You agree to the Additional Terms & Conditions for Domain Name Registrations below.

- You agree that You do not own or have any right, title or interest in Your email address if that address is a part of any Seanet-owned domain (such as Seanet.com), and that Seanet may change Your email address at any time for any reason, and that Seanet has no obligation to forward email sent to any email address You may maintain or may have once maintained on any Seanet system to any other account You may currently or in the future maintain either on an Seanet system or a third party system.
- Seanet may, from time to time, without notification or permission, alter inbound email to Your account to remove unsolicited commercial messages from competitive services.
- You agree that Seanet does not have any responsibility to notify any third party that Your email address has changed, or that Your email privileges have been revoked or suspended, and that Seanet may, at its sole discretion and without notice, reject incoming emails sent to an email address which has been suspended or revoked, and that if it does so, it bears no obligation to notify the sender or You that the email has been rejected.
- If You are separately maintaining Your domain registrations with a domain name registrar, You agree that Seanet has no obligation to ensure that Your domain registration is maintained in a current status by the registrar, INTERNIC, or any third party. You are solely responsible for ensuring that Your domain registration is kept current and accurate and that Your account (if any) with Your registrar is kept current. If Seanet is acting as Your agent to manage Your account with Your registrar, the prior sentence will not apply.
- Any IP number assigned to You will only be used for the agreed service. Upon IP address reassignment or expiration, service cancellation, or termination of Your service, You agree to promptly relinquish to Seanet any IP addresses or address blocks previously assigned to You by Seanet. Seanet reserves the right to reclaim from You any assigned IP addresses that are not used by You within 120 days of their assignment. All Classless Inter-Domain Routing ("CIDR") network numbers that may be required for the Service shall be provided solely by Seanet. When the Service ends, all CIDR numbers must be relinquished to Seanet for reallocation to other customers and will not be available for continued use by You.
- In the event of a service interruption for a full calendar day, Seanet will provide an additional day of service at the end of the stated term for each day You experience this problem. This is the sole remedy



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available to You for service disputes and will be granted solely by Seanet. A “service interruption” for this purpose does not include periods when all or part of the network is unavailable due to (i) scheduled network normal maintenance (with at least 24 hours advance notice to You), (ii) failure or malfunction of equipment, applications or systems not owned or not controlled by Seanet or its 3rd party providers, (iii) malfunction or inappropriate engineering of Your network, applications, equipment, or facilities, (iv) negligence and acts or omissions of You, Your customers, employees, contractors or agents or Your end users, or (v) circumstances or causes beyond the control of Seanet or its third party providers, including but not limited to fire, flood, severe storms, earthquake, volcanic eruption, or acts of war or terrorism or order of any governmental unit or public safety agency.

- If your website is hosted on an Seanet-owned server and that server is seized by law enforcement officials as a result of your activities, you agree you are liable for all damages suffered by Seanet and other customers affected as a result of such seizure, and you agree that Seanet shall have no liability to you as a result of that seizure.

You must give Seanet notice of any such service interruption or claim for service credits within 30 days of the event related to the claim. Absent other contract language, issuance of service credits is at the discretion of Seanet.

Additional Terms & Conditions for Domain Name Registrations

If Seanet registers a domain name for You, You agree that Seanet will do so with the understanding that Seanet is not responsible for the ownership, control, or use of the domain name. In addition to fees required by Seanet to perform such domain registration services, You will be also responsible for all fees of the certified registrar for its domain name services. You agree to comply with the rules and procedures of the applicable domain name registries, registrars or other authorities. You represent that neither the registration nor the use of its domain name will infringe on the rights of third parties.

Registrant Rights and Responsibilities

You agree to the “Domain Registration Terms and Conditions” set out on <http://www.seanet.com> and agree that any domain name dispute will be resolved in accordance with ICANN’s Uniform Domain Name Dispute Resolution Policy.