



GRM Networks® Internet Service Terms and Conditions

1. By signing the GRM Networks® Internet Access Registration Form, you (customer) agree to the following terms and conditions of the service described below. GRM Networks®, 1001 Kentucky Street, Princeton, MO 64673, provides these services.
2. Telephone technical support is available upon activation of your account.
3. GRM Networks® exercises no control whatsoever over the content of the information passing through its network. GRM Networks® makes no warranties of any kind, whether express or implied, for the service it is providing. GRM Networks® also disclaims any warranty of merchantability or fitness for a particular purpose. GRM Networks® will not be responsible for any damage you may suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via GRM Networks® network is at your own risk. GRM Networks® specifically denies any responsibility for the accuracy or quality of information through its services.
4. GRM Networks® network 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, material judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless GRM Networks® from any claims resulting from your use of the service or the use of the service by any of your customers or others throughout your chain of distribution, including end users, which damage another party.
5. Payment is due upon receipt of invoice. Accounts are in default if payment is not received within 21 days after date of invoice. If your payment is returned to us unpaid, you are immediately in default and subject to a returned check charge of \$30 from us. Accounts unpaid 30 days after date of invoice may have their service interrupted. Such interruption does not relieve you from the obligation to pay the monthly charge. A reconnect fee of \$15 will be charged to restore service to interrupted GRM Networks® Internet accounts for nonpayment. Only a written request to terminate your service provided to GRM Networks® with a minimum of 30 days notice prior to the date of service termination relieves you of your obligation to pay the monthly account charge. If you default, you agree to pay GRM Networks® its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions.
6. Billing for your GRM Networks® service will normally commence when the connection from the GRM Networks® is completed to your site and packets can be passed. Service is invoiced monthly in advance and may be canceled in writing with 30 days notice with no penalty. GRM Networks® reserves the right to change the rates by notifying you 30 days in advance of the effective date of the change.
7. The service point at which GRM Networks® provisioned network facilities meets your provisioned network facilities shall constitute the GRM Networks® service demarcation point.

All network and equipment beyond the GRM Networks® service demarcation point, including your customer networks and facilities, are your sole responsibility.

8. Customer agrees to review and comply with the terms governing use of GRM Networks® Internet network, as they may change from time to time. Any changes to the terms and conditions governing use of GRM Networks® Internet network will be posted as warranted on the GRM Networks® web site located at www.grm.net.
9. By accessing and using GRM Networks® Internet network, customer is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this network may subject customers to criminal prosecution and penalties. Customer agrees to indemnify GRM Networks® against liability for any and all use of customer's account.
10. Customer understands that customer email left on GRM Networks® Internet servers for a period of 30 days or greater will be deleted by GRM Networks® Internet.
11. Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this agreement.
12. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.
13. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of GRM Networks® network constitutes acceptance of these Terms and Conditions.

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