



## Terms and Conditions Central House iPass Individual Access

- Central House Technical Support can be reached between the hours of 7:00 a.m. and 7:00 p.m., PST, via email at support@centralhouse.com or via phone at 209-245-5900 ext. 3.
- Customer is required to download, install and TEST the iPass Connect software prior to embarking on a trip to qualify for technical support via telephone or email.
- Usage prices are disclosed in the iPass Connect software. **CUSTOMER is responsible for understanding those charges prior to using the service.**
- **IMPORTANT:** iPass 800 numbers **ARE NOT FREE**. They typically cost more than "local" iPass Connect numbers. 800 numbers are provided for those rare occasions when a local number is not available, but they will be charged usage fees at the rates shown in the dialer.

This document serves as the agreed upon terms between the CUSTOMER and Central House Internet (CHI), 16700 Highway 49, PO Box 1030, Plymouth, CA 95669, as the Master Solution Provider for iPass Individual Access.

**By executing this agreement, with or without prior testing, CUSTOMER agrees to take financial responsibility for all charges incurred.**

### CHI Responsibilities

#### **Technical**

- 1) CHI will provide technical assistance to the designated CUSTOMER personnel during normal business hours (7:00 a.m. to 7:00 p.m. PST) for iPass Connect and connection issues.
- 2) CHI will escalate technical issues to iPass for further resolution if necessary. This includes current open problem reports as well as CUSTOMER requests for enhancements.
- 3) iPass Connect Dialer software and phone books will be updated dynamically in connect time.

#### **Business**

- 1) CHI will deliver monthly Call Detail Reports (CDR) in electronic format within 15 business days of the end of each month or when made available by the vendor. CDRs for small accounts will be emailed with the invoice.
- 2) Should the electronic version be undeliverable a faxed copy will be accepted by the CUSTOMER
- 3) The billing information will include an Invoice and a CDR. The CDR includes the following detail: Transaction ID/ Username/ Domain/ Location/ Session End Time - GMT/ Duration/ Rate/ Amount/ Access Type/ Service Type.
- 4) Rate - The Monthly Access Fee will be charged at the beginning of each calendar month, along with all usage indicated on the CDR for the previous month.

### CUSTOMER Responsibilities

#### **Technical**

- 1) CUSTOMER/Individual will ensure that the computer systems used for iPass meet the technical requirements as stated by the vendor, and that the iPass software is updated in a timely manner.
- 2) CUSTOMER will run normal diagnostic procedures to determine the viability and accessibility of the mobile platform.
- 3) CUSTOMER will report any problems either by telephone or electronic mail to the designated CHI technical support staff.

(CONTINUED NEXT PAGE)

## **Business**

- 1) To establish an iPass Individual Account CUSTOMER must execute and return the Terms and Conditions Agreement and an Individual Account order form.
- 2) CUSTOMER agrees to be responsible for all usage and administrative fees of the iPass Service through the designated iPass individual accounts.
- 3) CUSTOMER agrees to pay for monthly usage by Credit Card and is responsible for keeping a valid credit card on file. CHI will charge a \$10.00 administrative fee each time a credit card is denied.
- 4) Payment - All account activity (monthly metered usage) will be settled by credit card. A valid credit card must be on file at Central House. The account will be disabled if credit card is denied.
- 5) Disabling an account for non-payment does NOT absolve CUSTOMER'S responsibility to pay for all charges incurred.
- 6) If the account has been disabled a \$25.00 fee will be charged to re-establish the account.
- 7) CUSTOMER will supply all account information as required on Schedule A before account will be activated.
- 8) Disputes must be received in writing within 30 days of the invoice date. Should a dispute regarding the billing occur, CUSTOMER agrees to pay the invoice in full. Validation of errors is the responsibility of iPass. CUSTOMER agrees to accept the decision of iPass and accept any adjustment after iPass has rendered their decision.
- 9) Termination - CUSTOMER must provide a 30-day written cancellation. Final billing for usage incurred will be charged when the final usage details become available (typically by the fifth of the month following the month in which the cancellation was received). There will be no refunds for partial months.

## **Email Usage**

For an additional fee, CUSTOMER may add a mailbox to their account. The primary use of this mailbox is for outbound SMTP authenticated mail relay. By adding this service you accept the following terms and conditions; failure to comply with these conditions may result in temporary or permanent interruption of this service.

- 1) Sharing - Service is only to be used by the designated individual. You may not share or allow others use of your account.
- 2) Viruses - Central House automatically scans all incoming and outgoing email for viruses and other malicious content. CUSTOMER is responsible for keeping their system free of viruses and malicious content that may spread through email.
- 3) Spam - Central House employs various anti-spam measures. We prohibit all forms of e-mail abuse, including, but not limited to, the following: Unsolicited E-Mail - Posting of messages to newsgroups that is irrelevant or blanket posting of messages to multiple newsgroups, or distributing, via our Internet e-mail servers, chain letters or "junk" e-mail or unsolicited e-mail of a business or commercial nature; Mail Bombing/Flaming/Harassing E-mail; Malicious impediments to another person's use of their electronic mail services or news media by sending them e-mail numerous times in succession (e.g. Mail Bombing); any mail that is sent to another that is annoying, harassing, threatening, or otherwise malicious; Fraudulent E-Mail; Forging any message header, in part or whole, originating or passing through the Central House Network.