

## **Wave Internet Terms and Conditions of Service**

Completing the Wave Internet enrollment process or using the service implies your acceptance of these terms. Wave Internet reserves the right to modify this Agreement, at any time. When Wave Internet modifies this Agreement, we will post modifications on Wave Internet's website. Please check the web site periodically for updates. If you do not agree to these terms and conditions, please notify Wave Internet at [1802 N. Alafaya Trail, Orlando, Fl. 32826] so we can terminate your account. Continued use of the service shall constitute your approval.

Subscriber represents and warrants to Wave Internet that he/she is eighteen (18) years of age or older or is another type of legal entity, such as a corporation.

Wave Internet service is provided without warranties of any kind, either expressed or implied. Wave Internet shall not be liable for any damages arising out of the use of the service or inability to use the service. You agree to indemnify and hold without harm Wave Internet, its officers, employees, directors, shareholders and other Users from any and all claims, damages, expenses (including attorney's fees) and liabilities resultant from any and all use of your account whether authorized or not authorized.

### **Lawful Use**

Services provided to you through Wave Internet may only be used for lawful purposes. Transmission or storage of any data, information or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright or trade secrets, and information that is confidential as a matter of law) is strictly prohibited. Subscriber may not, under any circumstances, use Wave Internet in an unlawful manner.

### **Billing Terms**

All invoices from Wave Internet are due upon receipt. Invoices not paid in full within 5 days of the due date will be charged a 2% late fee per month up to the maximum limit allowed with a minimum late charge of \$25.00. Invoices not paid in full within 15 days past their due date may result in account suspension. All web sites and client work stored by Wave Internet will be removed from our systems once an account is suspended. Any account suspended will be subject to a \$250.00 reconnection fee. File retrieval for deleted accounts is available for \$500.00.

### **Billing Questions**

All billing questions should be submitted in writing via U.S. Postal Service to Wave Internet at [1802 N. Alafaya Trail, Orlando, Fl. 32826]

### **Service Commitment**

Wave Internet Web Hosting, SEO, SEM, CMS and Ecommerce plans require a 15-month Minimum Service commitment. All Services Auto Renew at the end of the initial 15 months of service unless cancelled in writing by the customer.

### **Fees & Refunds**

All Web Hosting, SEO, SEM, CMS and Ecommerce fees are payable in advance. No refunds will be given after the start of new service.

### **Credit Card Payments**

If payment is by credit card, client expressly authorizes Wave Internet to charge the credit card account number associated with that account for any access service charges that accrue from month to month. Client also authorizes Wave Internet to charge a \$0.50 fee each time the credit card is declined.

### **Account Suspension**

A clients' account may be immediately suspended without notification at Wave Internet's sole discretion, for declined credit cards, returned checks, or any other nonpayment of account charges. Any account suspended will be subject to a \$250.00 reconnection fee. Any account that is reactivated will be given the current rate plan available.

## **Billing Cycle**

Billing cycles are monthly, quarterly and annually. Charges are due upon a receipt of an email or paper invoice. Request for changes to your account will be made at the beginning of the next billing cycle.

## **Payment Deadline**

Wave Internet must receive payment on or before the first day of each billing cycle. The account will be considered to be past due if payment of all account charges is not received within five (5) days of the beginning of the billing cycle. If an account is still unpaid fifteen (15) days after the first date of the billing cycle, client may have their access service interrupted or terminated.

## **Late Payments**

All overdue invoices will be assessed a minimum service charge of 2% per month up to the maximum limit allowed with a minimum late charge of 25.00. Any account that has been deactivated because of nonpayment will be charged a reactivation fee of \$250.00.

## **Returned Items**

If any instrument received in payment is returned to Wave Internet unpaid, the account will be considered to be in default, and in addition to the amount due, the account will be subject to a Returned Item Charge of \$75.00.

## **Rates And Terms**

Wave Internet reserves the right to change its rates and otherwise modify the terms of the client agreement and to discontinue all or any part of the provided services at any time.

## **Discrepancies in Billing**

Unless Subscriber notifies Wave Internet in writing at [1802 N. Alafaya Trail, Orlando, Fl. 32826] of any discrepancies or irregularities within fifteen (15) days of the date of the charge, they will be deemed accepted by you for all purposes, including resolution of inquiries made by card issuer. SUBSCRIBER RELEASES Wave Internet FROM ALL LIABILITY AND CLAIM OF LOSS RESULTING FROM ANY ERROR OR DISCREPANCY.

## **Subscriber Termination**

Subscriber must notify Wave Internet in writing via U.S. Postal Service [1802 N. Alafaya Trail, Orlando, Fl. 32826] of intent to cancel account(s) 30 days prior to their next billing date. Cancellation requests received from clients who have fulfilled their 15-month minimum requirement but with less than 30 days notice prior to the next billing date will be terminated on the next billing cycle following the cancellation request. Cancellation requests received from clients who have not fulfilled their 15-month minimum service obligation will be terminated on the next renewal date following the cancellation request. Accounts that have been pre-paid will be terminated on the next renewal date following the cancellation request. Early Termination of any Hosting Account, SEO, Pay per Click, SEM, Retainer or any account held with Wave Internet by the customer will require an Early Termination Fee (ETF) of \$350.00 dollars per account terminated. Accounts must be paid in full before any DNS transfer requests will be honored. Subscriber accounts are not monitored for inactivity and Wave Internet does not assume a wish to cancel if account is not used. There are no refunds for time not used.

## **Website Content**

Website content can be purchased from Wave Internet for 150% of the original development cost plus a monthly usage license fee starting at \$295.00 per month. This includes images, graphics, copy, video, audio and other media used in the project. This excludes any proprietary programming that is used in the website including but not limited to WaveCART, WaveSEO, WaveVID, WavePIX, WaveMAIL, WaveNEWS and other Wave Internet Internet Software as well as CSS, PHP, JAVA, Mocha and other proprietary programming utilized in the project.

## **Wave Internet Cancellation**

Wave Internet reserves the right, in its sole and absolute discretion, and without prior notice, to immediately cancel Subscriber's account for any reason. When an account is canceled for violation of published terms and conditions, no refund shall be due, such forfeiture being agreed as liquidated damages and not as a penalty. You further agree that if you violate Wave Internet's Terms and Conditions, Wave Internet may refuse to accept any applications for renewal or reinstatement following cancellation.

## **Secondary or Associate Accounts**

In the event a Primary or Principal account is terminated, all secondary or associate accounts shall also terminate. If the User of a secondary or associate account wishes to continue their accounts, they must make arrangements to convert their account to a regular account.

## **Balance Due at Cancellation**

Termination or suspension of service shall not relieve Subscriber from the obligation to satisfy outstanding invoices. In the event collection effort is required, Subscriber shall be responsible for all costs of collections including attorney fees and court costs.

## **Other Conditions**

Severability. In the event that any portion of this Service Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect, and all provisions of this Service Agreement which operate to protect the rights of Wave Internet shall continue in force even in the event of termination of this Service Agreement on other grounds.

## **No Waiver**

Wave Internet's failure to insist upon or enforce strict performance of this Service Agreement shall not be construed as a waiver of any provision or right.

## **Governing Law**

This agreement is governed by the laws of the State of Florida. Both parties consent to the exclusive jurisdiction and venue of courts in Orange County, Florida in all disputes arising out of or relating to this Service Agreement.

## **Captions and Headings**

The various sections of this Service Agreement are for convenience only and carry no legal effect and shall no way effect the interpretation or construction of the provisions of this agreement.

## **Relationship of Parties**

Subscriber agrees not to hold itself out as a representative, agent or employee of Wave Internet, and that Wave Internet will not be liable by reason of any representation, act or failure to act by the Subscriber.

## **Assignment**

The rights and obligations of Wave Internet may be reassigned at its sole discretion and without the consent of the Client. The Client waives any claim of right to consent to the assignment of their contract.

## **Trademarks**

All trademarks appearing on the service are trademarks of their respective owners.