



Terms of Service

Revised August 1, 2018

By using Valnet service, Customer hereby agrees to Valnet Terms of Service (TOS), Acceptable Use Policy (AUP), No Spam Policy (NSP), and Privacy Policy.

Unless otherwise specified, in this TOS, the AUP, the NSP, and the Privacy Policy, the usage of "us", "we", "our", and "ours" shall refer to Valnet Holdings LLC ("Valnet"), an Oklahoma limited liability corporation, and all its parents, subsidiaries, successors, and assigns. The usage of "you", "your", "they", and "them" shall refer to the Customer of Valnet.

Customer agrees that it shall comply with this TOS, Valnet Acceptable Use Policy (AUP), and Valnet No-Spam Policy (NSP). Customer further agrees that it has read Valnet Privacy Policy and agrees to all the terms and conditions in the Privacy Policy. In this document, the word "Agreement," with a capital "A," refers to the TOS, the AUP, the NSP, and the Privacy Policy collectively.

1. GENERAL TERMS

In consideration of services to be delivered, Customer agrees to be bound by the following terms and conditions:

- 1.1. Customer agrees to pay, in advance of each monthly service term, for services to be rendered.
- 1.2. Customer agrees to be bound by the service term selected or via applicable promotional codes that may require Customer to order Valnet service for a certain minimum period of time.
- 1.3. Customer agrees to a no-refund policy in advance. Setup fees and monthly service fees are non-refundable.
- 1.4. Non-Payment of services shall result in disconnection. All payment must be made by the invoice due date or account will be suspended. Account termination will result from invoices overdue for 60 or more days.
- 1.5. Valnet is not and shall not be responsible for the data integrity for any accounts that are terminated, disconnected, or interrupted because of Customer's failure to pay for Valnet services.
- 1.6. Customers agree to pay all taxes and fees applicable to your account.
- 1.7. Customer agrees that Valnet is not and shall not be responsible for any charges made to your phone line, including but not limited to long distance charges.

2. AGREEMENT FOR SERVICES

- 2.1. Valnet will provide, and Customer will purchase and pay for, any services (the "Services"), according to the service fees specified in the published "Schedule of Fees" on the Valnet website. Customer acknowledges that the service and service fees have been communicated to the Customer, and that Customer is aware of all applicable charges.

3. PAYMENT

- 3.1. Establishment and provision of service is contingent upon receipt of payment from Customer to Valnet.
- 3.2. Customer must pay in full for the Services before Valnet begins to provide the Services to Customer. Invoices are generated on the monthly anniversary of their service and customer agrees that if paying by credit or debit card or by electronic check, recurring billing will be billed and charged automatically on or about 3 days before the anniversary date and that Valnet may apply the amount due at any time to the credit card listed on file.
- 3.3. Setup fees may be charged and are due with the Customers' first invoice.
- 3.4. Payment is due on the Customer's service anniversary. All returned checks will be charged a \$25.00 service fee. Service will be interrupted on accounts that are past due. Accounts that are not collectable by Valnet will be turned over to an outside agency for collection. If your account is turned over for collection, you agree to pay to Valnet a "Processing and Collection" Fee of not less than Fifty (\$50.00) Dollars nor more than One Hundred Fifty (\$150.00) Dollars.
- 3.5. Charges will appear on card holder statement as VALNET.

4. DELINQUENT ACCOUNTS

Valnet may temporarily deny service or terminate this Agreement upon failure of Customer to pay charges when due. Such termination or denial will not relieve Customer of responsibility for the payment of all accrued service fees, and any collection fees to which Valnet may be entitled under this Agreement or under applicable law.

5. ACCOUNT CANCELLATION

Customers may voluntarily cancel their account at any time, for any reason or for no reason, by contacting customer service at (888) 332-1616, (620) 332-1616, billing@valnet.net, in writing, or in person at our business office. Once a Customer has cancelled their account before the renewal date, no

more charges will be billed to the account. Cancellations after renewal will be charged renewal fees.

6. REFUNDS and DISPUTES

IMPORTANT NOTICE: EXCEPT AS EXPLICITLY PROVIDED IN THIS SECTION 6, ALL PAYMENTS TO VALNET ARE NON-REFUNDABLE.

All billing disputes must be reported within thirty (30) days of the time the dispute occurred. Disputed charges to your credit card issuer, also known as charge-backs, which, in Valnet's sole discretion, are invalid under the terms and conditions of this Agreement, will result in service interruption and reconnection fees to restore the desired service.

- 6.1. Service Termination: Requests for refund because of service termination must be received before the billing renewal due date for your account. No partial month refunds will be issued.
- 6.2. Billing Errors: Requests for refund because of a billing error by us are refunded 100% and the refund amount is normally credited to your account. If a check payment is requested, please allow up to 30 days to receive the refund check.
- 6.3. Non-Refundable Items: The following items are NON REFUNDABLE:
 - Setup fees
 - Fees for domain name registrations
 - Fees charged for exceeding your allotted disk storage space or bandwidth
 - SSL certificate fees
 - Any add-on services, features, software, and
 - Any other fees for services involving a third party.
- 6.4. Customer Actions Voiding Refund Policy: If you violate any provision of any of the following policies of Valnet, you will not be eligible for a refund:
 - Terms of Service (TOS);
 - Acceptable Use Policy (AUP); or
 - No-Spam Policy (NSP)
 - Abuse of Valnet Personnel

7. ADHERENCE TO LOCAL LAWS

Customer agrees not to engage in any activity that violates any international, foreign, federal, state, or local laws applicable to the service terms described in this Agreement.

8. RIGHT TO REFUSE SERVICE

Valnet reserves the right to refuse or discontinue service to any Customer it deems, in its sole discretion, violates any condition of service.

9. BACKUPS

- 9.1. Even the best and most complete and redundant backup systems can and do fail for a variety of reasons, despite the best efforts of Valnet. THEREFORE, VALNET DOES NOT GUARANTEE THE AVAILABILITY, COMPLETENESS, CURRENCY, OR INTEGRITY OF THESE BACKUPS OR THE DATA THEY CONTAIN. Consequently, you must not rely upon the availability, completeness, currency, or integrity of these backups.
- 9.2. Customers are responsible for maintaining their own backups on their own personal computers or other computers.
- 9.3. Valnet does not provide any sort of compensation for lost, inaccurate, incomplete, or outdated data in the event that Valnet backups do not function properly, regardless of the reason(s) for any such malfunction, even if the malfunction was due to the fault or negligence of Valnet or any of its employees or agents, and regardless of whether Valnet had been informed of the possibility of such malfunction, or any fault or negligence that might cause it.
- 9.4. In the event that you need to recover data from a backup, Valnet will use reasonable efforts to restore data to your account from the appropriate backup. HOWEVER, PLEASE NOTE THAT THIS SERVICE IS INTENDED TO COMPLEMENT YOUR OWN BACKUPS TO YOUR OWN COMPUTER, AND IS NOT A SUBSTITUTE FOR THOSE BACKUPS. AGAIN, VALNET DOES NOT GUARANTEE THE AVAILABILITY, COMPLETENESS, CURRENCY, OR INTEGRITY OF ITS BACKUPS.
- 9.5. You understand and agree that Valnet backup policy does not create any warranties for whose breach Valnet can be held liable.

10. INDEMNIFICATION

Customer agrees to defend, indemnify, and hold harmless Valnet, and the parents, subsidiaries, successors, assigns, employees and agents of Valnet against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments (collectively, "Losses") to which an indemnified party may become subject and which Losses arise out of, or relate to this Agreement or Customer's use of the Services, and to reimburse an indemnified party for all legal and other expenses, including reasonable attorneys' fees incurred by

such indemnified party in connection with investigating, defending, or settling any Loss whether or not in connection with pending or threatened litigation in which such indemnified party is a party.

11. DAMAGES

VALNET SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, OR LOSS OF DATA RESULTING FROM THE USE OF VALNET'S SERVICES BY CUSTOMER OR ANY THIRD PARTIES, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, OR ANY LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS.

12. MERCHANTABILITY and FITNESS WARRANTIES

VALNET PROVIDES THE SERVICES AND PRODUCTS AS IS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. VALNET DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, AND SUITABILITY OF THE SERVICES AND VALNET SHALL HAVE NO LIABILITY THEREFOR.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VALNET DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR OTHER ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR THROUGH, THIS SERVICE, THE SYSTEMS WHICH PROVIDE IT, AND THE INTERNET, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS.

VALNET DOES NOT ASSUME ANY LIABILITY FOR THE COMPLETENESS, ACCURACY, OR USEFULNESS OF ANY INFORMATION DISCLOSED OR MATERIALS ACCESSED THROUGH ITS SERVICES, ITS SYSTEMS, ITS NETWORKS, OR THE INTERNET.

13. NO WAIVER OF RIGHTS BY VALNET

Any failure by Valnet to enforce this Agreement in every instance in which it might apply does not amount to a waiver of any of Valnet's rights.

14. ARBITRATION

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTACT OR ANY BREACH THEREOF IN EXCESS OF \$250.00 SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

15. NOTICES

15.1 From Valnet to Customer. Valnet will notify you by email of any notices that Valnet is required to provide to you under this Agreement, at the most current email address you have provided to Valnet. By entering this Agreement, you consent to receive notices by email. You are solely responsible for ensuring that Valnet has your most current email address, and Valnet shall not be responsible for any lost, misdirected, bounced, forwarded, or undeliverable email that Valnet sends to the most current email address you have provided to Valnet.

15.2 From Customer to Valnet. Unless otherwise specified in this Agreement, notices to Valnet shall be sent to the following address:

Valnet Holdings, LLC
Attention: Legal Notices
6670 S. Lewis Ave STE #204
Tulsa, OK 74136

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to choice of law or conflicts of law provisions that would cause the application of the law of another jurisdiction.

17. CURRENCY

All monetary amounts to which this Agreement refers shall be in United States dollars.

18. ENTIRE AGREEMENT

This Agreement, including all of its component parts, comprises the entire agreement between you (the Customer) and Valnet, and supersedes any prior or previous agreements between you and Valnet with respect to the subject matter of this Agreement; provided, however, that you agree that you shall be subject to any additional terms and conditions of which Valnet notifies you from time to time, pursuant to this Agreement.

19. NO ORAL MODIFICATION OF AGREEMENT

This Agreement may not be modified except in writing.

20. ASSIGNMENT

20.1 Customer shall not assign or attempt to assign its obligations under this Agreement without Valnet's prior and express written consent to such assignment.

20.2 Valnet may assign any or all of its rights and obligations under this Agreement at any time without prior notice to or consent of Customer.

21. CONSENT TO JURISDICTION; VENUE

Jurisdiction and venue for arbitration or litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof shall be proper only in a venue determined by Valnet.

22. CHOICE OF LAW

For all purposes, this Agreement shall be deemed to have been made within the State of Oklahoma, United States of America. This Agreement shall be governed by the laws of the United States of America and the laws of the State of Oklahoma, without regard to Oklahoma's choice of law and conflicts of law rules, and Valnet and Customer each submit to the exclusive jurisdiction of the courts of Tulsa County, Oklahoma, or to the United States District Court for the Northern District of Oklahoma, should any claim or question arise under Federal law or federal jurisdiction based upon diversity of citizenship.

23. FORCE MAJEURE

Valnet shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, terrorism, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, magnetic interference, interruptions of electrical power or other utility service, unavailability of any telecommunications or wireless service or connection to any telecommunications or wireless service, or any cause beyond the reasonable control of Valnet.

24. SEVERABILITY OF TERMS OF THIS AGREEMENT

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties hereto, and the remainder of the provisions shall remain in full force and effect.

25. LIMITATION OF ACTIONS ARISING UNDER THIS AGREEMENT

Any cause of action you may have with respect to Valnet performance or alleged non-performance of this Agreement must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is forever barred.

26. ABUSE OF VALNET PERSONNEL

26.1 At Valnet, we take pride in providing excellent service to all of our customers. It is our policy always to treat our customers with the highest level of respect and courtesy. In return, we expect the same respect and courtesy from our customers.

26.2 If our staff feels that you are consistently engaging in abusive content toward them, or addressing them in a demeaning or rude manner, your account(s) may be suspended and you may be asked to take your business elsewhere. In the event that we terminate service for abusive conduct, customers will be given five (5) days' notice to find a new service provider.

26.3 Abusive conduct includes, but is not limited to, the following behaviors:

- Repeatedly addressing members of our staff in a demeaning or rude manner;
- Using profanity in any oral or written communications with our staff, by any medium of communication, including but not limited to email, instant messages, chat, text messaging, fax, postal mail, telephone, voice over Internet Protocol (VoIP), or in-person communication;
- Yelling or shouting at our staff;
- Insulting our staff because of their personal characteristics, or on the basis of their race, ethnicity, national origin, sex, sexual orientation, religion, or housing or economic status; or
- Deliberately providing false information to our staff for the purpose of harassing them or wasting their time.