



## Service Agreement

This Service Agreement (“Agreement”) is entered into between Anthill Inc. and the individual or entity ordering services (hereinafter referred to as “Client”). Client agrees that the act of submitting an online order constitutes acceptance of all terms and conditions associated with the services ordered and that the act of submitting an online order shall be in lieu of a written signature.

Client further agrees that the act of payment for services that have been ordered by an Anthill Inc. agent on behalf of Client constitutes acceptance of all terms and conditions associated with the services ordered and the act of payment for these services shall be in lieu of a written signature.

Anthill Inc. may modify any of the terms and conditions contained in this Agreement and any policy or guideline incorporated by reference, at any time in its sole discretion and may also determine whether and when the modifications apply to existing or future customers. Any modifications are effective upon 30 days notification in writing to Client. Client’s continued use of the Services following Anthill Inc.’s notification of any modifications constitutes Client’s acceptance of the modifications.

### 1. Client Account Management System and Service Orders

- a. All Client service orders are managed by Anthill Inc.’s secure online user account website <https://secure.anthill.net>. The online account system is used to manage Client orders, invoices, payments, contact information, and service upgrades, downgrades and termination.
- b. It is the responsibility of the Client to familiarize themselves with the online account system and agrees to keep their online account contact information up-to-date, including contact person, address, contact phone numbers and e-mail address.
- d. Client Account and Order system will automatically generate invoices for services when payment is due. Invoices will be automatically e-mailed to client. Clients who elect credit card billing agree that all charges will be made automatically to their credit card when payments are due.

### 2. Billing

- a. Anthill Inc. bills for all services in advance. Payments may be made by credit card or check. Non-Dedicated accounts are suspended 7 days after their due date if payment is not made.

Any Dedicated account that is 30 days past due will be levied a service charge of 1 ½% per month, service suspension is at the discretion of Anthill Inc. If an account is referred to collections, the customer agrees to pay any collection costs incurred, including attorney’s fees, filing fees and court costs.

### 3. Cancellation and Refunds

- a. All Client requested cancellations must be made online using the Client’s online account management system.
- b. All Client requested cancellations will be effective 30-days after the cancellation request.
- c. All Client requested cancellations will be subject to refund of any unused pre-paid amount minus a 10% processing fee. Accounts cancelled by Anthill Inc. for policy violation are NOT subject to refund and penalty fees may apply.
- d. Anthill Inc. may cancel and/or terminate service with 30 day written notice to Client, for any reason.

### 4. Lawful Use

- a. Client will use Anthill Inc. services only for lawful purposes. Any transmission or re-transmission of material in violation of any Federal or State laws and/or regulations is expressly prohibited. This extends to include, but is not limited to: any copyrighted materials, materials or communications prohibited by trade secret.
- b. As a Client of Anthill Inc. and a user of our services, Client (as an individual, and/or officer or agent of a company, and/or company) agree to indemnify and to hold harmless Anthill Inc. from ANY and ALL claims resulting from the use of the service which causes damage to Client



or any other party. Anthill Inc. shall not be liable, either in contract or in tort, or for protection from unauthorized access of its Client's transmission facilities or Client-owned equipment on premises, or for unauthorized access to, alteration, theft or destruction of a Client's data files, programs, or information through accident, fraudulent means or devices, or any other method, even should such access occur as a result of Anthill Inc.'s negligence. Anthill Inc. shall not be in any way responsible for claims or damages caused by a Client, through fault, negligence or failure to perform Client's responsibilities, claims against a Client by any other party; any act or omission of any party furnishing services and/or products; or for the installation and/or removal of any and all equipment supplied by any service provider or Anthill Inc.

#### **5. Warrantees**

Anthill Inc. will not be responsible for any damages Client or Client's business suffers. Anthill Inc. makes NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, for services Anthill Inc. provides. Anthill Inc. also DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This includes loss of data resulting from delays, non deliveries, wrong deliveries, and any and all service interruptions caused by Anthill Inc. and its employees by its own negligence or Client's errors or omissions.

#### **6. Rates**

Unless otherwise specified in a separate written agreement or addendum between Anthill Inc. and Client, rates are set forth on the Anthill Inc. Internet Service Order Form. Anthill Inc. will provide 30 days written notice prior to a change in base prices. In the event that Client does not wish to continue paying the changed base price, the Client has 10 days from the date of notification of the effective increase to provide Anthill Inc. with a written request to terminate services and incur no termination liability. Otherwise, the existing service will be billed at the new base prices.

#### **7. Default**

In the event of default, Anthill Inc. may retake possession of any and all hardware and/or software it has supplied Client, employees and/or agents (before, during and after any sanctions to recover sums of money). In such a case, Client will provide Anthill Inc. full and free access to the hardware and/or software for this purpose. Anthill Inc. will retain all payments made hereunder, and recover charges Client owes as well as any damages Anthill Inc. may have sustained due to Client's default. Title and property rights, including all intellectual property rights to services, are and shall remain with Anthill Inc. whether or not they are embedded in any programming, software and/or hardware.

#### **8. Client Equipment/Software**

Physical Equipment and/or Software products that are NOT provided by Anthill Inc. are the responsibility of the Client, company or individual or both as the limits of the law allows for. Anthill Inc. will not be responsible for the installation of and/or service on equipment and/or software not provided by Anthill Inc. All Clients are responsible for the use and compatibility of hardware and software not provided by Anthill Inc. In the event that the Client uses hardware and/or software that does impair the Client's use of Anthill Inc. services, the Client shall nonetheless be liable for regular payment to Anthill Inc. Upon notice from Anthill Inc. that the hardware and/or software not provided by Anthill Inc. is causing, or in the sole opinion of Anthill Inc., is likely to cause hazard, interference's or service obstruction, the Client shall eliminate the hazard, interference or service obstruction at once. Clients will, if necessary, pay Anthill Inc. to troubleshoot problems caused by such equipment and/or software not provided by Anthill Inc. Anthill Inc. will not be responsible if any changes in hardware, software or services cause equipment not provided by Anthill Inc. to become obsolete, require modification or alteration, or in any other way affect the total performance of Anthill Inc. on an end-to-end basis and protect the Anthill Inc. backbone network and those networks attached to the Anthill Inc. network. In the case of Client-owned hardware and/or software connected to the Anthill Inc. network, the Client is responsible for any and all service to that equipment. Anthill Inc., at its option, may supply technical services in the form of consulting and/or service to Anthill Inc. Clients at their request. Such services will be billed at rates set on the Anthill Inc. pricing sheet and/or at rates in effect at the time such services are requested. Anthill Inc. has the right to refuse any such technical services at its sole option.



9. Client may not sell, assign or transfer Client's service order without the prior written consent of Anthill Inc. Anthill Inc. may at any time sell, assign or transfer this agreement with no notice.

10. Anthill Inc. will not be responsible for performance of its obligations thereunder where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and will attempt to notify Clients in the event of any of the foregoing occurrences. Should such occurrences continue for more than 90 days, Anthill Inc. or its Clients may cancel service for the affected services and/or products with no further liability.

11. Any legal action arising out of failure, malfunction or defects in Anthill Inc.'s services or goods shall be brought within a period of one year of the occurrence or is deemed waived.

12. Severability. If any provision of this Agreement is not valid according to the law, all other provisions will remain in force. If any provision is stricken, both parties agree to negotiate a mutually acceptable substitute provision.

13. Waiver. Anthill Inc.'s failure to insist upon Client's complying with any term or provision of this lease or its waiver of any default shall not be construed as waiving any such term or provision and shall not preclude Anthill Inc. from taking action regarding any subsequent default.

14. Governing laws. This agreement shall be governed by the internal laws of the Commonwealth of Kentucky.

15. THESE TERMS AND CONDITIONS CANNOT BE MODIFIED EXCEPT BY WRITTEN AMENDMENT BY THE PARTIES. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF ANTHILL INC. HAS THE AUTHORITY TO BIND THE PARTIES TO ANY REPRESENTATION OR WARRANTY UNLESS SUCH IS SPECIFICALLY INCLUDED IN THESE TERMS AND CONDITIONS, THE ANTHILL INC. INTERNET SERVICE ORDER FORM OR WITH A WRITTEN AMENDMENT THERETO. NOTICE TO PARTIES OF DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE SENT BY REGISTERED MAIL TO THE PARTIES AT THE ADDRESS SHOWN ON THE MOST RECENT SERVICE ORDER. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE STATE OF UTAH.

16. ALL USERS DESIRING CONNECTIVITY ON THE INTERNET ARE SUBJECT TO THE ANTHILL INC. ACCEPTABLE USE POLICY.

17. Anthill Inc. always reserves the right to change its rates and otherwise modify these Terms and Conditions by notifying Client 30 days in advance of the effective date of such changes. These Terms and Conditions hereby supersede all previous representations, understanding, or agreements and shall prevail notwithstanding any variance with terms and conditions of ANY and ALL orders submitted.

18. Use of Anthill Inc. services by Client as a company and/or an individual constitutes acceptance of these Terms and Conditions in full.