

Cleanwww Inc – dba American Family Online

Terms & Conditions for Services

INTRO

The following are the Terms and Conditions required as a subscriber to any of the services from AFO (AFO). You must be at least 18 years of age to subscribe to or purchase any of AFO's services. Additional terms may be added as required with new or modified services.

Account holders are responsible for all activity and charges on their account. Violations of any of the terms or conditions or any illegal or immoral activity will be grounds for immediate termination of service without notice. No refunds will be given for a partial month on monthly fees nor for a partial year on yearly fees once the service exceeds the related trail period. Internet Filter Accounts may receive a full refund if cancellation occurs within 30 days. Service agreements and refunds for non-AFO services are determined by the appropriate service provider.

CABLE AND DSL SERVICES: Cable and DSL services require a higher degree of commitment than dialup due to the early termination fees AFO must pay when a customer cancels within a year of signup. Therefore, cable and DSL customers agree to a one-year term of service. Early termination will result in the balance of all fees for the first year becoming due. No refunds are available for equipment unless you are unable to connect to the Internet for reasons beyond our control (excluding damage or failure due to your action or inaction). Start-up, equipment, transfer, and termination fees may apply.

ACCOUNTING

AFO reserves the right to change fees or billing methods. AFO will provide 30 days advance notice if possible, but not guaranteed. The account holder is responsible for all reasonable and lawful charges including, but not limited to, regular service charges, taxes, etc., and the AFO service charge schedule.

AFO accepts credit cards, debit cards, and e-checks as payment for services. These charges/drafts will automatically be processed on the monthly or yearly anniversary date of the account. This means, unless specifically canceled by telephone (emails are not acceptable) by the subscriber, annual renewal fees will be processed without further notice.

AFO also accepts paper checks as payment for our services (subject to approval by the Billing Department). Please include your account number on the check and mail to:

AFO
P. O. Box 5205
Niceville, FL 32578

Subscription fees are collected monthly in advance for most services, except for annual rates which are collected yearly in advance. All Statements/Receipts are sent via E-mail. All **subscribers must have an active and valid E-mail** account for the term of their subscription. It is the responsibility of the subscriber to **notify the billing department of E-mail address changes**. AFO will apply a late fee of \$5 per month for balances more than 30 days past due, and will not be waived if the subscriber fails to receive notice due to lack of an E-mail account or an invalid E-mail account. An account which is past due may have service interrupted by AFO, and may be terminated at the discretion of the AFO Billing Department. The due date is the monthly or yearly anniversary date. Anniversary dates which fall on the 29th, 30th or 31st in a month without that date will be due on the last day of the month.

DIALUP CONNECTIONS: AFO is not responsible for long distance charges incurred by the subscriber if they accidentally or purposely, select an access number that is long distance, even if the AFO Dialer is used. It is the responsibility of the subscriber to check with the local telephone company to verify that an access number is local. Failure to do so may result in excessive long distance charges.

TERMINATION AND CANCELLATION

Termination of the account is the subscriber's sole remedy for any dispute with AFO. Refunds will not be given for partial month or partial year services or services already rendered such as past months. In order to terminate your account **you must call** Customer Service, and uninstall the services. Cancellation cannot be accomplished via email or by someone other than the account holder. Failure to follow this procedure will result in continued charges for service.

DIALUP, FILTER, AND EMAIL ACCOUNTS: Either party (AFO or the subscriber) may terminate services at any time.

CABLE AND DSL CUSTOMERS: Premature termination (before one year) will result in all fees for the first year of service becoming due. You may choose to terminate your service after the minimum 1 year initial term of service requirement has been met.

CONDUCT

AFO will not tolerate inappropriate conduct in the use of any of its services including, but not limited to, conduct which is illegal, immoral, deceitful, vulgar, a violation of copyright, invasion of privacy, gambling, or any unauthorized attempt to access or use facilities which are the property of AFO, its subscribers or vendors. Any attempt to gain unauthorized access, bypass security or disrupt services will be prosecuted immediately and to the fullest extent of the law. Violations of good conduct will result in immediate deactivation and termination of services without notice.

Any use of E-mail services to intimidate, harass, or disrupt will also be considered bad conduct. AFO E-mail services are for private and business uses and are not intended for bulk mailings.

Bulk or unsolicited mail detected on AFO systems will be terminated and removed without notice. This includes mail with viruses, pornography, vulgarity, harassment, threats, hate or any other material that violates AFO's content guidelines. Any attempt to acquire or use AFO's E-mail subscriber list is also prohibited.

CONTENT

AFO reserves the right to approve all content uploaded or downloaded from its systems or services. Content is defined as any material used to communicate, inform, or execute and that is resident on AFO systems. Content that violates the current AFO filter list or is deemed illegal by any federal, state or local law is prohibited. Topics include, but are not limited to, vulgarity, violence, erotic sexual content, adult material, satanic or cult material, drugs, destructive behaviors and hate. Any content that is deemed to violate AFO's content standards will be removed without notice, and subscriber services will be terminated.

FILTER

AFO employs a filter to protect its subscribers from destructive Internet material. Any attempt to bypass, remove, modify, or otherwise disrupt the filter process will be reason for termination of services. AFO assumes no responsibility for technology or user actions that cause the filter to be defeated. AFO also assumes no responsibility for any material or site that might circumvent the filter. No filter is 100% effective and AFO does not represent the AFO filter as 100% effective. AFO will not provide Web access without a filter. Any subscriber account using AFO access without a filter will be terminated unless the filter is re-installed.

Three filter licenses are included with your filtering service subscription. More filter licenses may be purchased in groups of three with additional subscriptions.

REFUND POLICY: If for any reason the service does not fulfill your expectations, we will refund the purchase price (less a small processing fee) if the service is canceled within the first 30 days after signup or renewal. In order to cancel, you must call 850-362-6180 before the 30 days has expired. Cancellations will not be accepted by email, voicemail or letter. You must call and speak to a customer service person to remove the service and cancel the account. Billing will then issue a refund. Please allow 3-4 weeks for the refund.

SERVICES

Subscribers on unlimited dialup usage (or who use satellite connections with a dialup component) are not charged for overtime, but unlimited usage is not the same as a full time connection. Dialup services are intended to be for residential use and although businesses may use the dialup services, consistent usage by any subscriber of over 200 hours per month may result in a rate change for the subscriber. Any device or software designed to keep a dialup connection open full time is expressly prohibited. Any attempt on the part of a subscriber to keep the connection open full time is also prohibited. Violation of these terms and conditions may result in termination of services. Occasional usage on the unlimited service beyond the 200 hours

is allowed, and is not subject to further action. You will be notified before charges are incurred or service is terminated.

It is the customer's responsibility to ensure all dial-up numbers provided are local. AFO is not responsible for long-distance charges.

EMAIL ACCOUNTS: AFO reserves the right to delete abandoned or inactive email accounts which have gone unused for an extended period of time. Customers may reinstate the account at any time unless the username has been claimed by a new user. AFO does not store or backup email content. The email subscriber is responsible for securing all email history.

SERVICE OUTAGES

While AFO endeavors to provide the highest quality of service and uptime, there will be temporary outages from time to time due to circumstances beyond AFO control. AFO makes every reasonable effort to minimize down-time. Down-time is not grounds for credits or refunds. AFO reserves the right to add, modify or eliminate services and charges for services in order to better serve subscribers.

WARRANTIES

The services, under this agreement, will be performed in a timely and professional manner and the services shall conform to the standards generally observed in the industry for similar services.

Services provided by AFO will comply with all telecommunication laws, applicable laws, rules and regulations.

AFO shall not be responsible for the installation, operation or maintenance of equipment or software not provided by AFO or its affiliates.

DISCLAIMER

Client assumes responsibility and risk for its use and authorized users' and any unrelated party's use of the Internet. Neither AFO nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title, noninfringement or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Internet not created or provided by AFO, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the client's responsibility and authorized users' responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise provided on the Internet.

Except as provided in section labeled WARRANTIES above, this service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including

but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by AFO, its affiliates or its contractors or their respective employees shall create a warranty. Neither AFO nor its affiliates, nor its network provider, warrant that the service will be transmitted or error free or that any information, software or other material accessible on the internet is free of viruses, worms, trojan horses or other harmful content. In the event of a service interruption, AFO will use its best efforts to restore service.

Under no circumstances shall AFO, its affiliates or its contractor be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from clients (or authorized users) and any unrelated party's use of or inability to use the services or to access the internet or any part thereof, or client's (or authorized users') and any unrelated party's reliance or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files or other data loss, errors, defects, delays in operation, service or transmission or any failure of performance.