

LifeGrid Terms and Conditions

(1) LifeGrid exercises no control whatsoever over the content of the information passing through LifeGrid. LifeGrid makes no warranties of any kind, whether expressed or implied, for the service it is providing. LifeGrid also disclaims any warranty of merchantability or fitness for a particular purpose. LifeGrid will not be responsible for any damage you suffer of any type from any cause. This includes, but is not limited to, loss of data resulting from delays, nondeliveries, misdeliveries, or service interruptions caused by forces beyond its control, equipment failure, its own negligence or your errors or omissions. Use of any information obtained via LifeGrid is at your own risk. LifeGrid specifically denies any responsibility for the accuracy or quality of information obtained through its services.

(2) LifeGrid may only be used for lawful purposes. Transmission of any material in violation of any US, state, municipal, or other governmental rule, law, regulation, or ordinance is prohibited. This includes, but is not limited to: copyrighted material, material that is threatening or obscene, or protected by trade secret. You agree to indemnify and hold harmless LifeGrid from any claims resulting from your use of the service, which damages you or another party.

(3) Any access to other networks connected to LifeGrid must comply with the rules appropriate for that other network. Use of LifeGrid itself may be for any lawful purpose. Use of LifeGrid for lawful commercial purposes is both permitted and encouraged.

(4) Payment is due 15 days after date of invoice. Accounts are in default if payment is not received within 15 days after date of invoice. If your payment is returned to us unpaid, e.g., NSF check or credit card refusal, you are immediately in default and subject to a returned check charge of \$25 from us. Accounts unpaid 30 days after date of invoice may have their service interrupted. Such interruption does not relieve you from the obligation to pay the monthly charge. Only a written request to terminate your service relieves you of your obligation to pay the monthly account charge. Accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged. If you default, you agree to pay LifeGrid its reasonable expenses, including attorney and collection agency fees incurred in enforcing its rights under these Terms and Conditions.

(5) Billing for LifeGrid service will commence when the connection from the LifeGrid hub is completed to your site and IP packets can be passed or remote hosted service is accessed. Service is invoiced monthly in advance and if this agreement is month to month, then this agreement may be cancelled in writing with 30 days' notice by either party with no penalty. In the event of early cancellation by the customer of an agreement for a term of one year or greater, the customer will be required to pay 100% of the LifeGrid standard monthly charge for each month remaining in the term as liquidated damages. LifeGrid reserves the right to change your month-to-month rates by notifying you 30 days in advance of the effective date of the change. LifeGrid may cancel an agreement of one year or more without cause upon a 60 day written notice to customer.

(6) These Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of LifeGrid constitutes acceptance of these Terms and Conditions.

(7) LifeGrid may from time to time provide additional services, which additional services may be halted by LifeGrid at any time.

(8) This agreement is governed by the laws and statutes of the state of Indiana and any litigation arising hereunder shall be commenced in a court located in Marion County, Indiana. Customer agrees to pay LifeGrid's cost of such litigation, including but not limited to, reasonable attorney fees.

(9) If this agreement is for a term of one year or more, then this agreement will be automatically renewed for a like period and under the same terms and conditions unless cancelled in writing at least 60 days prior to the then current agreement's completion.