

"My Web Page" & EZ-NetTools Terms And Conditions

The following terms and conditions apply to all persons and/or business entities (Members) using EZ-Net Tools (Service).

General Information

EZ-Net Tools is a service offering Internet commerce services to businesses. **EZ-Net Tools'** primary mission is to provide fast, reliable, and effective Internet services to its Members. EZ-Net Tools is distributed through **My Web Page**. Your registration with, or continued use of, EZ-Net Tools constitutes your agreement to these terms and conditions and any disclaimers of warranty.

Part A: Use of EZ-Net Tools™

1. License:

My Web Page grants you, the Member, a non-exclusive, non-transferable, limited license to use EZ-Net Tools. Members will be issued an account number and password. The **EZ-Net Tools** account cannot be assigned or transferred to any other person or entity without prior written consent of **My Web Page**.

2. Member Responsibilities:

Members are expressly prohibited from using EZ-Net Tools to post or display any material or information that (a) is unlawful, inaccurate, threatening, libelous, obscene, profane, sexually offensive, or objectionable material, (b) infringes any intellectual property rights or other rights of any person or entity, (c) constitutes a criminal offense, (d) gives rise to civil liability, or (e) engages in any other form of activity that would otherwise violate any local, state, national, or international law. Members are expressly prohibited from using EZ-Net Tools to send email that would be considered "spam" or to display any EZ-Net Tools URL or address in email that may be considered to be "spam".

3. Copyrights:

All rights, titles, and interests in downloaded software and/or information are and shall remain the exclusive property of the stated owners. You may not upload or reproduce in any way information protected by copyright without obtaining permission of the copyright owner. Only public domain files, and files in which the author has given expressed consent for on-line distribution, may be uploaded to software libraries. Failure to comply with this provision may result in immediate suspension or termination of your EZ-Net Tools account. EZ-Net Tools contains copyrighted material, trade secrets, and other proprietary software and documentation. You may not decompile, reverse engineer, disassemble, or otherwise reduce the software to a human-perceivable form. You may not modify, rent, lease, loan, sell, distribute, or create derivative works based on EZ-Net Tools in whole or in part.

4. Security:

Members are responsible for the protection of their account numbers, passwords, and all charges associated with their accounts. In the event of any unauthorized access to your account, you must immediately notify My Web Page; however, you will remain responsible for all charges until My Web Page is notified. To protect yourself from unauthorized access to your account, we highly recommend that you change your password at least quarterly, and that you do not share your account number and/or password with anyone.

Part B: Billing and Payment

1. Charges:

Members are responsible for payment for services agreed upon during activation or by written correspondence, including without limitation, website design and development. Moneys paid to My Web Page are non-refundable. My Web Page reserves the right to negotiate payment options and adjust payment plans as circumstances dictate. Use of certain special EZ-NetTools features may be subject to additional charges. My Web Page reserves the right to change fees or institute new charges at any time, effective upon a 30-day notice to current EZ-NetTools Members, either through electronic or conventional mail. When the design and development of a contracted website is completed, the balance is due and will be collected and monthly fees will begin, regardless of any Member delays in providing content. A contracted website design and development will be deemed complete when the webpages, regardless of content, are visible via the Internet and the website processes are functional.

2. Billing:

My Web Page's charges will be billed monthly to the Members' email address or conventional mail address if so indicated at the time of registration. The Members initial fees will include the sign-up fee and the first month of service. Charges are exclusive of sales, use, and other taxes which are the responsibility of the Member.

3. Method of Payment:

Following the initial payment made during sign-up, subsequent EZ-Net Tools charges will be paid by check or money order and be mailed to 223 Westwood Drive Morganton, NC 28655 by the 20th of each month. My Web Page may offer additional means of payment; including, automatic funds transfer, credit card transactions, and other payment methods. You may not place orders or attempt to pay for EZ-Net Tools services using any expired, false, or unauthorized bank or credit card. Checks issued on closed accounts or insufficient fund checks may be subject to a \$25.00 handling fee. My Web Page reserves the right to cancel your account, without notice, upon rejection of any credit card charges, nonpayment of authorized charges by your bank, or any other indication of credit problems.

4. Non-payment:

A late payment finance charge of 1.5% per month shall be added to all outstanding amounts due. If payment is not received by the next billing cycle, Members will receive a reminder notice that payment is due and that service will be terminated if payment is not received by the following billing cycle. If payment is not received by the following billing cycle, service will be terminated and collection of the past due amounts may be submitted to a collection agency. Members can reinstate service by paying all past due charges plus a deposit equal to one month's service.

Part C: General Provisions

1. Termination:

Service may be terminated by either **My Web Page** or the Member. Members may terminate service by sending written notice to My Web Page using either electronic or conventional mail. Termination will be effective on the day that My Web Page receives the notice or on the future date specified in the notice.

My Web Page may terminate service with at least 10 days advanced notice. If Members terminate a prepaid account, Members forfeit any remaining balances on the prepaid accounts. Members are liable for any charges incurred by them until termination. **My Web Page** reserves the right to terminate service without notice upon a breach of EZ-Net Tools terms and conditions or misuse of any kind.

2. Monitoring Accounts:

My Web Page does not monitor any Member's account. However, **My Web Page**, at its sole discretion, reserves the right to review or edit any material or information submitted for display or placed on EZ-Net Tools server, with the exception of private electronic messages that will be reviewed only if required to do so by law. My Web Page may terminate immediately the account of any subscriber who misuses any EZ-Net Tools services.

3. Limitation of Liability:

My Web Page and **EZ-Net Tools** does not warrant that the services or the information or programs contained on an EZ-Net Tools server will meet your requirements or that the operations of an EZ-Net Tools server will be uninterrupted or error-free; nor does My Web Page and EZ-Net Tools make any warranty as to the results obtained from the use of EZ-Net Tools services.

UNDER NO CIRCUMSTANCES, INCLUDING TORT OR NEGLIGENCE, SHALL MY WEB PAGE OR EZ-NET TOOLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE EZ-NET TOOLS SERVICES OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATIONS OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND EZ-NET TOOLS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO RECORDS, PROGRAMS, OR SERVICES.

In no event shall My Web Page or EZ-Net Tools' total liability for all damages, losses, and causes of actions, whether in contract, tort, including negligence, or otherwise exceed \$1000.

4. Disclaimer of Warranties:

YOU USE EZ-NET TOOLS SERVICES AT YOUR SOLE RISK. THESE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY AN EZ-NET TOOLS EMPLOYEE OR ITS AGENTS SHALL CREATE A WARRANTY.

5. Indemnity:

You shall hold **My Web Page** and **EZ-Net Tools** harmless from any claims and expenses, including reasonable attorneys' fees, related to your violation of these terms and conditions.

6. Notices:

My Web Page or **EZ-Net Tools** notices to Members may be given by means of electronic messages through the Internet, by a general posting on an EZ-Net Tools server, or by certified mail. All notices to My Web Page from Members should be made in writing and sent via certified mail to PO Box 123 Drexel, NC 28619 or sent via electronic mail to bobvanasek@aol.com.

7. General Provisions:

Should any of these terms and conditions be held to be void, invalid, unenforceable, or illegal by a court, the validity or enforceability of the other provisions shall not be affected thereby. Failure of either party to enforce any provision of these terms and conditions shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

8. Miscellaneous:

The agreement between **My Web Page** and the Member shall be governed by and construed in accordance with the laws of the State of North Carolina. These terms and conditions constitute the entire agreement between the parties with respect to the use of EZ-Net Tools services.

Disclaimer of Warranties: "Except for any express warranties and representations stated herein, consultant makes no warranties, expressed or implied and consultant specifically disclaims any implied warranties of merchantability or fitness for a particular purpose."

Limitation of Damages: "In no event shall consultant be liable under any legal theory for any indirect, special or consequential damages, including, but not limited to, loss of profits, either by contract or by tort, even if the consultant has notice of the possibility of such damages."

Without limiting the effect of the preceding paragraph, Consultant's maximum liability, if any, for compensatory damages shall not exceed the allocable portion of the price paid for the services rendered and the maximum consequential damage liability of consultant, under any circumstance, shall not exceed the amount which was actually paid by client to the consultant.

Exclusive Remedy: The parties agree that the remedies set forth in this Agreement shall constitute the sole and exclusive remedies available for any breach of this Agreement, including any breach of warranty, expressed or implied.

Entire Agreement: "This agreement supersedes all prior agreements and understandings between the parties, and all prior representations and negotiations, whether written or oral, and is intended by the parties as the complete and exclusive statement of the terms of their Agreement. No modification, addition to, or waiver of any of the terms hereof shall be effective unless in writing and signed by the consultant. "My Web Page" reserves the right to cancel this agreement at any time with or without cause.

Privacy policy

All information provided through the EZ-NetTools system is handled with high quality security technologies.

We do not share information processed through the EZ-NetTools website with any third party with the exception of those financial institutions necessary to process credit card transactions.

All information is handled in the same care you have come to rely on as an EZ-NetTools customer.

Security Statement

All orders processed through EZ-NetTools are handled with the advanced e-commerce technologies.

To provide total security, we use 3-WayEncryption™ technology which is an advanced processing method which you can feel confident in because order information is encrypted through EACH step of the online transaction.

3-WayEncryption™ utilizes Secure Socket Layer (SSL) encryption routines which are of the most advanced security routines available today.

Domain Name Policy

All domain names registered for our clients list the client as the Registrant (owner) of the domain name. This practice puts our customers in control of their domain name and allows them the freedom to direct their domain name to any domain name server at any time.

We do not participate in the unethical practice of listing ourselves as the owner of a requested domain name in order to leverage prospects into our services or manipulate existing customers to continue service with us.

We believe that by providing quality products and services we will establish long-term relationships with our customers without deceiving practices.

Website Design Policy

To employ the EZ-NetTools design services, payment and the Design Agreement should be sent to the EZ-NetTools corporate office. We accept checks, electronic checks, Visa, MasterCard, Discover and American Express credit cards.

The Website Development Agreement, which is the final page of the Website Development Proposal, can be mailed or faxed into the EZ-NetTools corporate office along with the payment.

The Website Development Agreement may be cancelled at any time during the development process. The refund will equal the funds paid less a 15 percent cancellation fee (of the agreement total) and any labor, services, and material costs that EZ-NetTools has incurred. The labor hours will be billed at our standard billing rate. If the amounts paid are less than the cancellation fee and labor, service, and materials, then you are obligated to pay the difference.

The development time of your website will vary based on the size and depth of your project and timely responses to our communication. Website projects will commence on a "first-come, first-served" basis. Typical development time is 10 business days.

Website projects will commence on a time-line established by both an EZ-NetTools representative and our customers. Websites will be developed and monthly fees will commence even if some content has not been received. Placeholders will be used until the content is received.

EZ-NetTools Terms and Conditions

There is no long-term contract to use the EZ-NetTools system. Unless otherwise stated, the agreement is month to month. Click below to review the complete terms and conditions.