

# POLICY STATEMENT

## I. PRIVACY POLICY AND STATEMENT

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com collects basic client information to make your support experience the very best on the Internet. We respect your privacy, and we assure you that we will maintain and use this information responsibly.

### General Browsing:

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com gathers navigational information about where you go on our Web site. This information allows us to see which areas of SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com are most visited. This helps us improve the quality of visitors' online shopping experiences by recognizing and delivering more of the features, services and products our visitors prefer. Additional non-personally identifiable information (i.e. domain type, browser version, service provider and IP address) may be collected which will provide information regarding your use of our Web site (such as the time of your last visit to a page on our site).

### Disclosure of Personal Information:

Any information you provide to us at this site when you establish or update an account, purchase credits online or request information (i.e. name, address, e-mail address, telephone number and credit card information), is maintained in private files on our secure Web server and our internal systems. This information is used to enable SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com to deliver services to you. To ensure compliance with federal law, SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com does not maintain information provided by children under the age of 16.

You should be aware that we may disclose specific information about you if necessary to do so by law or based on our good faith belief that it is necessary to conform or comply with the law or is necessary to protect the users of our Web site, the site or the public.

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com does not sell, rent or trade your e-mail address to third parties. We may, however, use third parties to help us provide services to you, such as fulfilling orders, processing payments, monitoring site activity, conducting surveys, and administering e-mails. If personally identifiable information (i.e. name, address, e-mail address, telephone number) is provided to any of these third parties, we will require that such information be maintained by them in strictest confidence.

### Use of Cookies:

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com uses a browser feature known as a cookie, which assigns a unique identification to your computer. Cookies also allow SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com to make our site more responsive to your needs, by delivering a better and more personalized experience to you. The

cookies are typically stored on your computer's hard drive and are used by SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com to help track your clicks as you go through the pages within SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com Web site. In addition, SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com uses cookies to help keep track of support requests and to tell us whether you have previously visited SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com. This allows registered users to avoid reentering information upon every new visit to our site.

#### Updating Personal Information:

We prefer to keep your personal information accurate and up-to-date. To do this, we provide you with the opportunity to update or modify your personal information including billing and shipping information by logging into your account.

#### Links:

For your convenience, our Web site may contain links to other sites. SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com is not responsible for the privacy practices or the content of such Web sites.

#### Questions/Changes in Policy:

If you have questions or concerns with respect to our Privacy Policy, please feel free to contact us. If elements of our Privacy Policy change, we will post the policy changes in our Privacy Policy on this Web site. If you are concerned about how your personal information is used, please visit our site often for this and other important announcements about SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com.

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com believes in providing a safe and secure shopping experience for all of our clients. We provide stringent and effective security measures on our Web site.

It is our policy to never send private information, such as your credit card number, via e-mail. In fact, this is a practice we recommend you adopt in all of your Internet activities.

## II. TERMS AND CONDITIONS (TAC)

In order to maintain our system integrity and resources we expect our customers to act responsibly. When you use any SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com services, in any form, you automatically agree to the following Conditions.

We reserves the right to suspend or cancel a customer's access to any or all services we provided when we decide that the account has been inappropriately used. In short:

- No adult content (Pornography)
- No online gambling
- No Spam, No unsolicited e-mailing
- No Warez, cracks, copyright infringement
- No Server abuse -Any attempt to undermine or cause harm to a server, or customer, of us is strictly prohibited.
- No Unauthorized use of other people's accounts or computers
- No Chat Rooms – We do not allow clients to install their own chat rooms, without approving it with the Support Team.
- Background Running Programs – Prior approval required for any programs to run continually in the background.
- No IRC – We do not allow IRC or IRC bots to be operated on our servers.
- Payment Policies – All accounts are set up on a pre-pay basis. Setup fees are charged for all new accounts and major account changes. All pricing is guaranteed for the term of pre-payment. We reserves the right to change prices at any time, unless other terms have been agreed upon. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies us in writing for a request for termination of services.
- Cancellation Policy -We reserve the right to cancel service at any time. Any violation of policies which results in extra costs will be billed to the customer (i.e. transfer, space etc.)
- 30 day money back guarantee. If you are not completely satisfied with our services within the first 30 days of your contract, you will be given a full refund of the contract amount excluding any setup fees and overages.
- Lifetime Price Guarantee! Your low discounted price is “locked-in” as long as you maintain this account.
- Domain Registration fees are not refundable at all.
- Lawful Purposes – We reserve the right to refuse service to anyone. Customers may only use our servers for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited.
- Indemnification – Customer agrees that it shall defend, indemnify, save and hold us harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against us, our agents, our customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, it's agents, employees or assigns. Customer agrees to defend, indemnify and hold us harmless against liabilities arising out of;
  - (1) any injury to person or property caused by any products sold or otherwise distributed in connection with our servers;
  - (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party;
  - (3) copyright infringement and
  - (4) any defective products sold to customer from our servers.
- Disclaimer: We will not be responsible for any damages your business may suffer. We make no warranties of any kind, expressed or implied for services we provide. We disclaim any warranty or merchant ability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service

interruptions caused by our Web hosting service and our employees. We reserves the right to revise the policies at any time.

- All end-users, re-sellers and dedicated servers of us must adhere to the above policies.
- Failure to follow any term or condition will be grounds for immediate account deactivation.

### III. BILLING POLICIES AND CYCLES

- All services [except for setup] will be prorated from the date of signup to the date of service activation.
- We offer billing via invoice or direct credit card charge.
- All initial fees must be paid prior to server setup. These fees include:
  - Server setup fees
  - Current month pro-rated amount
  - 2nd month of service [invoice billing customers only]
- Our billing cycle is from the 1st of the month to the end of the month. You will receive an invoice [or notification of future cc charge] for service 1 month in advance [June 1 you receive a bill for the July service].
- Invoices are due before the 1st of the month.
- Accounts paying by automatic credit card deduction are charged before the 5th of the month [for the month of service in question] “No exceptions”.
- All accounts not paid by the 15th of the month will be suspended. Suspended accounts will not be allowed any access to their servers.
- Accounts suspended and reactivated must pay all past due and current amounts and are subject to the following reactivation fees:
  - Shared Servers: \$39 reactivation fee
  - Dedicated Servers: \$100 reactivation fee
- Accounts past due over 30 days cannot be reactivated. You must sign up for new service and pay the full setup fees associated with the server option you choose
- To cancel your account, you must use the [cancellation form in the client area](#). To ensure that you are not billed for another month of service, you must cancel your account before the 30th of the month. All accounts requesting cancellation are terminated on the last day of the month.

Note: All billing correspondence [invoices, notifications, etc] is done via email. It is crucial that you maintain a current email address with us.

Our online billing system enables every customer to:

- Pay your bill(s) Online
- View your past and current billing history
- Make changes to your billing records [contact names, cc numbers, etc]
- Print out your invoices
- Select plain text / html email invoicing

We currently accept payment, in US Dollars only, through the following sources:

- PayPal

You can contact our billing department via our [contact form](#). Please be sure to include your username on all billing correspondence.

#### Disk Usage

- It is the policy of Hosting Great Lakes to contact customers by e-mail about two weeks before the billing cycle if they are over on disk space. Customers have the two weeks to reduce their space used. On the last day of the month, if the account is still over, it will be automatically upgraded to the appropriate hosting package and/or an extra fee will be added for disk space being used.
- Additional Disk Space is Available (if needed) in 100MB block at \$9.95 per month.

#### IV. ADULT MATERIAL POLICY

Due to different cultures, material that is appropriate in some countries may not be appropriate in others. For this reason and many others, we maintain a strict *“No Adult Material Policy”*.

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com defines “Adult Material” as any of the following:

1. Any photos or videos showing frontal nudity on either men or women.
2. Any photos or videos showing women’s bare chests and nipples.
3. Any audio clips or text containing sexually explicit material.

We also prohibit the following:

1. Any sites with direct links to other sites containing such material.
2. Any site engaged in the sale of sexually explicit items.

In addition we reserve the right to determine what might be considered “sexually explicit” or “sexually related”. If your site contains material that you are unsure about, please let us know before placing the order.

*Why does SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com not allow adult material on their servers?*

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com has the privilege of hosting many family sites including self-help, rehabilitation support groups, churches, and many others.

As one of the world's leading Web hosting facilities, we hope our policies will set new standards in the industry as to what kind of material is "acceptable".

*As a customer, how would this policy benefit me?*

SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com customers enjoy the assurance that if the IP addressing ever gets mixed up, their domain name will never pull up an adult site. In addition, SportFishingNetwork.com, saginawbay.com; saginawbayfishing.com customers enjoy the consistently fast servers and clear network. Unlike other Web hosting facilities, we do not have our network congested with users downloading pornographic images.

*Adult sites are completely legal... What about "freedom of speech"?*

As a citizen of any country with freedom of speech, you have the *choice* of using another Web hosting facility to host your material. We do not take away the rights of any individual. Just because you can't buy whiskey at McDonald's, does not mean you can't buy whiskey at a liquor store.