

Terms & Conditions

"TOAST.net" is an Internet Service Provider (ISP) that offers Internet access, e-mail, web hosting, and other related services. "Member" is a TOAST.net subscriber who agrees to the following terms and conditions. TOAST.net may modify these terms and conditions at any time, and such modifications shall be effective upon posting. Continued use of the service shall be construed as acceptance.

1. Service

TOAST.net agrees to provide Internet "Service" in exchange for a monthly payment from Member. As a Member you cannot assign or otherwise transfer this Agreement (or your rights under it), delegate your obligations, or resell the Service or any component thereof.

TOAST.net is not responsible for the content available on the Internet. For example, certain web sites may contain language or pictures which some members may find offensive. TOAST.net does not endorse such content and disclaims any and all liability for such content.

Some web sites charge fees and/or sell products and/or services. These fees are not imposed by TOAST.net but by the party running the web site. Charges incurred by visiting such a web site and/or purchases that are made are the sole responsibility of the member.

TOAST.net is not responsible for any fees charged by phone companies due to long distance calls and/or additional services. Questions/concerns with a member's phone bill should be handled directly with the member's phone company.

Free technical support extends to configuring and maintaining Internet access, e-mail accounts, and web pages. Web-site specific applications and hardware configuration is not supported. TOAST.net is not responsible for damage to a computer resulting from the assistance of technical support or for software and/or system failures encountered during the installation or use of software provided by TOAST.net.

In no event shall TOAST.net (or its suppliers) be liable for loss of data including but not limited to e-mail messages, attachments, photos, web files, data files, or other content regardless of the reason. In no event shall TOAST.net (or its suppliers) be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, lost savings or other incidental or consequential damages or any other pecuniary loss) arising out of the use or inability to use any TOAST.net product or service -- even if TOAST.net (or its suppliers) have been advised of the possibility of such damages.

TOAST.net may schedule maintenance windows to update servers and software. We will post outages on our Support page. In a few rare instances there may be downtime due to circumstances beyond TOAST.net's control.

TOAST.net has the right to deny service to anyone we believe is using the service in any manner that adversely impacts our network or service levels.

TOAST.net is not responsible for the actions of its members or for any content they may distribute (via web pages, email, newsgroups, etc.). We reserve the right to suspend accounts that distribute material in violation of the law. TOAST.net will work with law enforcement officials and release information that is necessary for investigations. The party involved is responsible for charges that accrue while the account is suspended.

2. Dial-up Service

The \$9.95, Standard, Premium, and Deluxe plans include unlimited access. Unlimited access is defined as member-initiated, temporary connections to the Internet with no per hour fees. To maintain the availability of the network, these plans are not intended for "always-on" or dedicated connections. Sessions lasting more than four hours or left idle for 30 minutes will be dropped. Accounts with excessive usage will be temporarily suspended until the end of the month. Use of the V-network in Canada is restricted to 100 hours/month. Concurrent dial-up sessions (example:

you dial in from work while your spouse dials in from home) will result in a surcharge of \$9.95 for each simultaneous connection.

3. DSL Service

DSL (Digital Subscriber Line) service is a fast, always-on Internet Connection. Actual downstream and upstream speeds will depend on several factors, including line conditions and loop length. Due to distance limitations, service is not available in some areas. Monthly download allowance is 2GB times the cost of the service plan. For example, the \$29.95 plan includes 60GB/month.

DSL service may require a one-year commitment based on service location. Early termination or cancellation of service will result in a \$150 cancellation fee on accounts activated with a contract. The following actions may result in a cancellation fee: moving to a new location where service is not available, changing your local phone company, or delinquency with your phone bill causing the DSL service to be disconnected.

Electronic payment is required to order DSL service and must be maintained for the life of the account. Once service is ordered, it can take up to 7 business days for line-share activation; business-class DSL products may take up to 30 days. Customers may choose either a self-install kit or professional, on-site installation (\$100/hour charge, limited areas).

New DSL modems are warranted through the manufacturer. TOAST.net may offer a refurbished modem that carries a 30-day warranty. Acts of nature are not covered under warranty.

4. Privacy Policy

TOAST.net agrees that we will not sell or otherwise release subscriber information to any third party, except when required to do so by law or due to a violation of our Terms and Conditions.

We use third-party advertising companies to serve ads when you visit our website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. Google, as a third party vendor, uses cookies to serve ads on TOAST.net's site. Google's use of the [DART cookie](#) enables it to serve ads to TOAST.net's users based on their visit to TOAST.net's sites and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the [Google ad and content network privacy policy](#).

5. Each of us agrees that:

Unless otherwise provided for in this Agreement, either party may terminate this Agreement, with or without cause, by giving notice to the other, in such case the Agreement will terminate at the end of the month in which notice is given.

Person(s) applying for service must be 18 years of age or older. Minors can be authorized to use this service with the consent of an adult; however, the account must be in the adult's name. It is the adult's responsibility to ensure that the bill is paid in a timely manner.

6. Acceptable Use Policy (Your Responsibilities)

Most of these obligations are designed to keep the Service available to all Members, at all times, and at the highest quality. Member agrees:

- Not to introduce viruses, worms, harmful code, or Trojan horses onto the Internet.
- Not to do anything that might be construed as hacking such as port scanning, unauthorized access, or denial of service attacks.
- Not to abuse the Service -- defined as consuming over 4 times the normal usage of any resource (dial-up, email, music, etc.). For example: using over 40 hours/week of dial-up is abuse because normal usage is about 10 hours/week.
- To keep your password confidential. If you suspect unauthorized use of the Service, notify TOAST.net immediately. Until then, you remain responsible for unauthorized use. Liability for use of a credit, debit, or charge card remains subject to your agreement with the card issuer.
- To keep all registration information including email address, phone number, and billing information current.
- Depending on your Service Plan these additional Acceptable Use Policies may apply: www.covad.net/legal (DSL outside MI, IN & OH), [Buckeye Telesystem](#) (Metro Ethernet)

Sending unsolicited e-mails (spamming), sending/receiving a high volume of messages, and bulk/off-topic newsgroup posting are strictly prohibited. If a person is suspected of any of these actions, their account may be immediately deactivated. If it is confirmed that a party has used the Service to send spam, we reserve the right to permanently terminate their account with no refund and issue a \$50.00 fine per complaint received as specified in [Ohio Senate Bill 8](#).

7. Billing

- Member agrees to pay for Service before Service is rendered. Member is responsible for payment regardless of whether or not an invoice was received.
- For members using a credit card, debit card, or bank transfer (EFT), the first charge will occur immediately at sign-up. Successive charges are processed on the first of each month or until the transaction is successful. There is a \$10.00 charge for each returned bank transfer.
- Cash, check, and money order payments are accepted via mail or in person at the TOAST.net office. Sorry, we do not carry cash, so no change is available. There is a \$10.00 charge for each returned check.
- Around the 1st of each month, members will receive a statement via email. For paper payments, this statement can be used as an invoice for the following month. Payment is due by the 25th.
- If payment is not received by the due date, TOAST.net will attempt to notify the account holder via e-mail and/or telephone before deactivating the account. To reactivate service the member must pay any past due amount, the current month's charge, plus a \$3.00 reactivation fee.
- If an account remains deactivated for 25 days or more, TOAST.net reserves the right to delete the account and all associated data.
- Termination of your service does not constitute relief from charges incurred prior to termination.
- Charges incurred due to additional usage or services will be billed with the next month's fee.
- Promotions are limited to 1 per customer.
- Fees are subject to change without notice and are subject to any applicable sales tax.

All billing disputes must be received at our business office in writing, and the obligation to pay for service will continue until such notice is received. If you do not notify TOAST.net of any errors within sixty (60) days after they occur, they will be treated as accepted by you for all purposes. You release TOAST.net from all liabilities resulting from any error that you do not report within sixty (60) days after it first appears on your statement.

8. Canceling Service

Membership is an on-going, continuous service regardless of payment term. **YOUR ACTION IS REQUIRED TO CANCEL THE SERVICE.** You can cancel online in [My Account](#) or call during office hours. Your service will be active until the last day of the month -- **no refunds for a partial month.** For credit balances (e.g., annual payment with early cancellation), TOAST.net will refund the balance, less any term discounts, 4-6 weeks after service cancellation.