

BANDWIDTH TERMS AND CONDITIONS

- 1. Bandwidth Services** EH!tel will provide to the Customer the internet connectivity, IP addresses and internet traffic services (collectively, the “**Bandwidth Services**”), as specified in the service table (as amended by the parties from time to time). EH!tel will provide Bandwidth Services in accordance with this Agreement, including the Service Level Agreement contained herein. The Customer will comply (and will cause its users to comply as if those users were the Customer) with the Acceptable Use Policy (as amended by EH!tel from time to time) contained herein. EH!tel will have the right, but not the obligation, without prior notice, to monitor online conduct and communications patterns, in order to verify compliance with this Agreement and applicable law. The security for transmissions made using the Bandwidth Services is the responsibility of the Customer. The Customer’s sole remedy for any interruption of Bandwidth Services will be to receive refunds in accordance with the Service Level Agreement. The Customer agrees to defend, indemnify and hold harmless the Indemnities, from any and all liabilities, costs and expenses, including reasonable legal fees, related to or arising from any action or claim by a third party against the Indemnities asserting an intellectual property right violation or any other third party claims which concern the Customer’s (or its clients’) use of the Bandwidth Services (including without limitation transmission of any message, information, software or other materials, or service interruptions).
- 2. Traffic Billing** When applicable, traffic will be captured during the month of service, and billed in the following month.
- 3. No Liability for Content** The Internet is a largely unregulated medium, and therefore, some content, products or services offered on the Internet or through the Service (collectively referred to as “**Content**”) may be offensive to you or may not comply with application laws. You agree to be solely responsible for access to and/or use of all Content and the Internet