

applicationform

Name business:

Name contact person:

Address business:

Phone number:

Email:

domain name

You can choose between:

.com / .net / .biz / .info / .name (.CW names need to be registered by clients at UNA)

First choice:

Second choice:

Default e-mail adress:

level

Standatd 250 mb

Ang. 98 p.m

No E-mail accounts

Medium 500 mb

Ang. 125 p.m

Up to 5 E-mail accounts

Advanced 750 mb

Ang. 184 p.m

Up to 10 E-mail account

setup/design

Costs setup account & design interface (extra one time payment Ang. 325,-)

payments

Monthly payments via automatic bank transaction

A payment every 6 months

A GREEN MEDIA PRODUCT



STA. ROSAWEG 151G TEL: 767-5511

WEBSITE: WWW.GREENMEDIA.TV

KvK: 89799

- Prices are in Antillian guilders, excluding taxes (O.B.)

- Our general terms & conditions apply to this contract as printed on the back of this form

- Feel free to call or mail us for questions or comments (5999 767-5511 / 5999 695-0511)

Place:

Date:

Signature:

Green Media.com agrees to furnish services to the Subscriber, subject to the following TOS (Terms of Service). Use of Green Media Smartbox Service constitutes acceptance and agreement to Green Media's TOS (Terms of Service).

Terms of service (TOS):

This Agreement shall be construed in all respects in accordance with the laws of the Netherlands Antilles, island of Curaçao applicable to contracts enforceable in that state. Venue will be Curaçao, Netherlands Antilles

Duration of Contract: The subscription is based on a 6 months contract that will be automatically renewed every 6 months if the subscription is not cancelled within the contact period.

Service Rates: Subscriber acknowledges that the nature of the service furnished and the initial rates and charges have been communicated to Subscriber. Subscriber is aware that the Company may prospectively change the specified rates and charges on a yearly basis with 5%.

Payment: Establishment of this service is dependent upon receipt by the Company of payment of stated charges. Subsequent payments are due on the 25th of the month for that month's service. 100% of your payments are subject to an 6% tax if subscriber is located in the Netherlands Antilles. All Payments to Green Media for the Smartbox service are Non-Refundable.

Failure to Pay: The Company may temporarily deny service or terminate this Agreement upon the failure of Subscriber to pay charges when due. Subscriber must pay a extra percentage of 15% over the total charges for collection purposes upon the failure of Subscriber to pay. A Collection agency can demand the payment in name of Green Media.

Account Cancellation: Requests for canceling accounts must be made in writing with at least 30 days notice prior to account renewal date and must be sent to:

Green Media Attn: Cancellations, Blenchiweg 29A, Curaçao, Dutch Caribbean
Email: info@smartboxwebsite.com

Once we have recieved your cancellation request your cancellation will be processed within 48 hours or less and we will send you a confirmation that your request has been completed to the primary email address you have submitted in the cancellation form. If you do not receive the email within 3 working days we recommend that you contact the customer service department by email or phone.

Interruptions: Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of the company and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that the company shall not be liable for any damages arising from such causes beyond the direct and exclusive control of the company. Subscriber further acknowledges that the company's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall the company be liable for any special or consequential damages or loss.

New Domain Accounts: All new Smartbox accounts involving new domains will be set up and entered into our DNS servers within 3 to 5 business days. Due to unforeseen complications, however, this process may sometimes require up to 7 business days. If the domain that's used for the Smartbox account is registered by the subscriber, Green Media will send the DNS server setting to the account holder. The subscriber is in this case responsible charging the DNS settings connected to the domain name.

Transfer of Domains: New webhosting accounts which involve the transfer of a domain from another provider to Green Media.com will require a minimum of seven (7) days to be set up and entered into our DNS servers. In some cases, such transfers may take up to sixty (60) days. Due to the unpredictable nature of the transfer process, no guarantees are made regarding the amount of time a specific transfer may take. If the transfer of the domain is done by Green Media.com on behalf of the account holder a handling fee will be incurred of \$ 35. Green Media can in cases ask subscribers to open a Godaddy account so the domain can be transferred within the domain registrar. This will speedup the transfer process.

Support Boundaries: Green Media, provides technical support to our subscribers on monday to friday between 9:00 am and 6:00 pm (except for few holidays and short company meetings when we close our center.) Outside business hours and on Saturday and Sunday's Green Media can be contacted via phone 695-0511 for urgent support requests. Support requests can be passed via telephone, the support-requestform in our members section on Smartbox.an or E-mail to info@smartboxwebsite.com. We limit our technical support to our area of expertise. Support is limited on one hour per month (6 in 6 months). If the client needs more support per month, Green Media will communicate a broader package with the client. Green Media provides support related to your server our Smartbox program or virtual site physical functioning.

GENERAL INTERNET TERMS & CONDITIONS

SPAM and Unsolicited Commercial Email (UCE): Customers of Green Media may not use or permit others to use our network to transact in UCE. Customers of Green Media may not host, or permit hosting of, sites or information that is advertised by UCE from other networks. In addition, it is not acceptable to transmit bulk email through remote SOCKS, HTTP or other similar proxies who in turn make a SMTP (TCP port 25) connection to the destination mail servers. In order to prevent unnecessary blacklisting due to spam we reserve the right to occasionally sample bulk email being sent from servers.

If a customer is found to be in violation of our SPAM policy, Green Media may, at its sole discretion, restrict, suspend or terminate customer's account. Account holders that support spammers, cause any of our IP space to be listed in any of the various Spam Databases or use code on their website that can be used by spammers, will have their account immediately suspended or terminated. PLEASE, DO NOT SPAM from your account.

Network IP Address Ownership: If Green Media assigns Customer an Internet Protocol address for Customer's use, the right to use that Internet Protocol address shall belong only to Green Media, and Customer shall have no right to use that Internet Protocol address except as permitted by Green Media in its sole discretion in connection with the Services, during the term of this Agreement. Green Media shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer by Green Media, and Green Media reserves the right to change or remove any and all such Internet Protocol numbers and addresses, in its sole and absolute discretion. Our allocation of IP addresses is limited by ARIN's new policies. These new policies state that use of IP addresses for IP based virtual hosts will not be accepted as justification for new IP addresses. What this means to you is that you MUST use name-based hosting where possible .

Bandwidth and Disk Usage: Customer agrees that bandwidth and disk usage shall not exceed the number of megabytes per month for the Services ordered by Customer on the Order Form (the "Agreed Usage"). Green Media will monitor Customer's bandwidth and disk usage. Green Media shall have the right to take corrective action if Customer's bandwidth or disk usage exceeds the Agreed Usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, or termination of this Agreement, which actions may be taken is in Green Media's sole and absolute discretion.

System and Network Security: Users are prohibited from violating or attempting to violate the security of the Green Media Network. Violations of system or network security may result in civil or criminal liability. Green Media will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations. These violations include, without limitation:

- Accessing data not intended for such User or logging into a server or account, which such User is not authorized to access.
- Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Attempting to interfere with service to any user, host or network, including, without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- Taking any action in order to obtain services to which such User is not entitled.

Violation: Green Media is under no duty to look at each customer's or user's activities to determine if a violation of the AUP or TOS has occurred, nor do we assume any responsibility through our AUP to monitor or police Internet-related activities.

Miscellaneous Provisions: You must provide us with, and keep current, good contact information for you. E-mail, fax, and telephone contacts are used, in that order of preference.

Green Media takes no responsibility for any material input by others and not posted to the Green Media Network by Green Media. Green Media is not responsible for the content of any other websites linked to the Green Media Network; links are provided as Internet navigation tools only. Green Media disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person or party's violation of this policy.

Green Media is not responsible for any damages your business may suffer. Green Media does not make implied or written warranties for any of our services. Green Media denies any warranty or merchantability for a specific purpose. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Green Media.

Subscriber may not use the Smartbox solution to publish material, which Green Media determines, at its sole discretion, to be unlawful, indecent or objectionable. Pornographic or sexual material is prohibited as well as linking to these kind of webpages. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), texts, executable programs, video recordings, and audio recordings. Violation of these terms may lead to disconnection or discontinuance of any and all Services, or termination of this Agreement.

Responsibility for Content: You, as Green Media's customer, are solely responsible for the content stored on and served by your Smartbox account. Customer agrees not to remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on Software Products or that appear during the use of Software Products. Customer further agrees not to reverse engineer, decompile, or disassemble the program Smartbox is based on.

Denial of Service: We reserve the right to refuse new accounts to anyone at any time.

Revisions of policy: Green Media reserves the right to revise, amend, or modify this AUP, our TOS (Terms of Service) from time to time at the discretion of the Company. The new AUP or TOS will take effect upon contract renewal.

Deviation: A waiver by the Company of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other provision thereof. It is only possible to deviate from these terms by written agreement between Green Media and the subscriber.

Property: The programming on which Smartbox is runs and all features that come with the program, remains property of Green Media. Our programs or parts of these can not be used by customers or third parties in any case. It is prohibited to resell, transfer or assign this agreement or service to third parties without the prior written consent of the Green Media Management. If this occurs Green Media reserves the right to cancel customers rights under this contract at anytime without further obligation. Greenmedia has the right to place a link to the Smartbox website underneath the website of its subscribers.