

SGW Terms of Service

I. General Payment Terms & Conditions

1. Customer, hereafter known as “Client” or Subscriber”, acknowledges, agrees and assumes full responsibility for making timely payments for all SGW services and approved purchases.
2. Invoices will be generated on or about the first (1st) of each month. Client acknowledges and agrees that if payment is not received by the fifteenth (15th) of the following month that SGW may and is authorized to initiate electronic payment for the entire outstanding invoice balance, as signed and agreed to on SGW’s Credit Form. Any deviation from these payment terms and authorization must be agreed to by both parties prior to commencement of work.
3. SGW reserves the right to cancel any provided service or operation, subscriber Mail or Hosting account without notice due to non-payment. In the event that Subscriber fails to timely make full payment of each invoice, SGW reserves the right to charge interest, late fees and/or reactivation charges on the delinquent Subscriber’s account.
4. Any billing discrepancies shall be presented to SGW in reasonable detail, in writing, within twenty (20) days of the date of the charge. Such notification shall not relieve Subscriber of the obligation to make all payments including the amounts disputed by the due date. SGW shall not be obligated to consider any Subscriber notice of billing discrepancies which are received by SGW more than twenty (20) days following the date of the invoice in question. If a Subscriber fails to dispute any charge after twenty (20) days from the date of the charge, Subscriber waives its rights to thereafter make any such dispute and all such charges will be deemed valid.
5. All returned checks are subject to a \$35 fee. Similarly, client is responsible for any “chargeback” fees or charges by electronic processors.

II. Warranties

1. SGW's service is provided on an as is, as available basis. No warranties, express or implied, including but not limited to those of merchantability or fitness for a particular purpose, are made with respect to SGW's service or any information or software therein. Under no circumstances, including negligence, shall SGW be liable for any incidental, special, or consequential damages that result from the use of or inability to use SGW's service. Nor shall SGW be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond SGW's reasonable control, including but not limited to acts of God, communications line failure, theft, destruction, or unauthorized access to SGW records, programs, or services. In no event shall SGW's total liability for all damages, losses, and causes of action exceed the aggregate dollar amount paid under the agreement.
2. SGW MAKES NO WARRANTIES EXPRESS OR IMPLIED AS TO THE ACCURACY OF BILLING, OR THE QUALITY OF SERVICES PROVIDED OR TO THE WARRANTY OF MERCHANTABILITY OR TO FITNESS FOR A PARTICULAR PURPOSE.
3. Subscriber agrees that at the end of the term of the Internet Account initially agreed to by Subscriber or any term thereafter, SGW may, at its sole discretion, automatically renew such Internet Account for an additional term. Subscriber further agrees that upon renewal of such Internet Account, SGW may continue to charge Subscriber's credit card or seek other form of payment from Subscriber, for which Subscriber shall be responsible for. In the event that Subscriber does not wish SGW to automatically renew such Internet Account, it is Subscriber's sole responsibility to notify SGW of such intent prior to the expiration of such term.
4. In the event the customer has an invoice older than 45 days, the account is subject to suspension. Full payment of all outstanding invoices and applicable reinstatement fees are required to reinstate the account. After suspension, SGW must receive a written or verbal response or payment in full within 21 days or the account will be terminated and placed into collections.
5. In the event that an account was placed into collections, the entire balance plus reinstatement fees must be paid prior to account re-activation.

III. Hold Harmless

1. Subscriber agrees to hold SGW harmless from any law suits or legal actions and will assume all reasonable, documented legal expenses and financial responsibility on behalf of SGW for publicized product or service claims approved by Client, unless such suit or legal action is due to the negligence or intentional misconduct of SGW.

IV. XIII. Termination of Agreement

1. Either party may terminate related contracted services by notice in writing, and sent by certified or registered mail to the SGW at least 90 days prior to termination.
2. Upon termination of work and payment in full of any outstanding charges, SGW shall transfer, assign and make available to Client, or its representative, all property and materials in SGW's possession or control exclusively belonging to and paid for by the Client.

V. Force Majeure.

1. Except with respect to any payment obligations, neither party will be liable for any failure or delay in its performance under the Agreement due to causes beyond its reasonable control. In the event that SGW is not able to deliver any Service(s) as a result of a force majeure event, Client shall not be obligated to pay SGW for the affected Service(s) for so long as SGW is unable to deliver the affected Service(s).

VI. Terms or Policy Changes

All terms and policies stated herein are subject to change at SGW's sole discretion. Client shall be responsible for adhering to any new policies implemented by SGW.

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