

Terms of Service

DataCC will provide Internet Service on its network and computing systems and also provide installation of necessary equipment (cable, antennas and standard computer equipment) to subscribers subject to your compliance with the Terms and Conditions below. Please read these Terms and Conditions carefully before accessing the DataCC Service. By accessing the Service, you acknowledge that you have read and understand these Terms and Conditions and that you agree to be bound by the terms and conditions below. If you do not wish to be bound by these terms and conditions, you should not access or use the service.

Use of the DataCC Service and the Internet

Neither DataCC nor any of its affiliates operates or controls any information, products or services on the Internet in any way, and that, except for such DataCC identified information, products or services, all merchandise, information and services offered or made available or accessible through the Service or on the Internet in general are offered or made available or accessible by third parties who are not affiliated with DataCC or its affiliates. You assume total responsibility and risk for your use of the Service and the Internet. Neither DataCC nor its affiliates make any express or implied warranties, representations or endorsements whatsoever (including, without limitation, warranties of title or no infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through the Service or the Internet in general, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the Service or on the Internet in general. You understand further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to you in some other way. You and all members of your household or business, as the case may be, access such materials at your own risk.

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including, but not limited to, warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by DataCC, its affiliates or its contractors or their respective employees shall create a warranty. Neither DataCC nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or other material accessible on the Service is free of viruses, worms, Trojan horses or other harmful components. Under no circumstances shall DataCC, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

Making Purchases on the Internet

If you wish to make purchases on the Internet, you may be asked by the merchant or information or service provider from whom you are making the purchase to supply certain information including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise information and services on the Service set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Service. You acknowledge and agree that DataCC cannot guarantee the security of your credit card or other payment mechanism information used to make purchases on the Service.

User Conduct on the Service

While using the Service, you may not:

- restrict or inhibit any other user from using and enjoying the Internet;
- upload, post, publish, transmit, reproduce, or distribute in any way any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national, or international law, including without limitation the U.S. export control laws and regulations.
- upload, post, publish, transmit, reproduce, or distribute in any way any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component;
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- upload, post, publish, transmit, reproduce or distribute in any way information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respects thereto, without obtaining permission of the copyright owner or rightholder; or upload, post, publish, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws.

DataCC has no obligation to monitor the Service. However, you agree that DataCC has the right to monitor the Service electronically from time to time and to disclose any information

as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. DataCC will not intentionally monitor or disclose any private electronic-mail message unless required by law. DataCC reserves the right to refuse to post or to remove any information or material, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of these Terms and Conditions. In addition, DataCC may terminate the Service if, in its sole judgment, you have violated any of these conditions pertaining to User Conduct.

Consumer Information

DataCC respects your privacy and agrees not to post, publish, transmit or distribute in any way your name or other consumer information without your consent. You understand, however, that it is possible for merchants to gain access to such information in other ways and that they may make such information available to third parties in accordance with their normal practices unless you notify those merchants directly that you do not wish such information made available. DataCC may deny you access to all or part of the Service without notice if you engage in any conduct or activities that DataCC, in its sole discretion, believes violates these Terms and Conditions. If DataCC denies you access to the Service because of such a violation, you shall have no right (1) to access through DataCC any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the Internet through DataCC, and DataCC shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. You agree to defend, indemnify and hold DataCC and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of these Terms and Conditions by you or authorized users of your account, or in connection with the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or authorized users of your account.

In the event that any portion of these Terms and Conditions are held to be unenforceable, the unenforceable portion shall be constructed in accordance with the applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

DataCC failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of these Terms and Conditions.

DataCC may modify these Terms and Conditions from time to time by placing a notice of such modification on the DataCC website and your continued use of the Service following notice of such modification shall be deemed to be your continued use of the Service following notice of such modification. It is your responsibility to check the DataCC website regularly to determine whether these Terms and Conditions have been modified. If you do not agree to any modification of these Terms and Conditions, you must immediately stop

using the Service. These Terms and Conditions shall be governed by and construed in accordance with the laws of the state of Nebraska, without regard to its conflict of law provisions. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Access and connectivity is provided for the customer's use only. Resale, sharing or any other use of the connection by others is prohibited.

Customer shall pay all charges applicable to Customer's account, and any taxes, fees, surcharges and assessments imposed from time to time in connection with the Service. Charges shall be invoiced monthly.

These Terms and Conditions constitute the entire agreement between the customer and DataCC with respect to the Service.

These Terms and Conditions supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of the Service constitutes acceptance of these Terms and Conditions.

All equipment, (radios, antennas & standard mounting equipment), except for equipment purchased and paid for in full by the Subscriber, will at all times remain the property of DataCC. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased encumbered or assigned equipment or part thereof, together with any costs incurred by DataCC in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes DataCC to retrieve from Subscriber's premises equipment for appropriate disposition, that is owned by DataCC.

Discontinuing Service

When you notify DataCC of discontinuing service your service will be disconnected on the last day of the month. No refunds will be issued for partial months of service. Usage acquired during partial months will be billed as a full month.

Spam

We consider SPAM to be any mass unsolicited message in the mediums of Newsgroups and Email. If you are found to have spammed, we will reserve the right to immediately terminate your account. In addition, we will strongly consider litigation for each SPAM policy violation. We also reserve the right to determine what violates this policy.

This policy may seem harsh, but it is necessary in order to insure the integrity of our program.

Acknowledgment and Acceptance of Terms and Conditions:

By accessing the Service, the customer states and acknowledges that he/she has read the aforementioned Terms and Conditions and that he/she understands such Terms and Conditions and agrees to abide by them.

If you have questions related to the Terms and Conditions, please contact DataCC at [402-762-3444](tel:402-762-3444) or accounts@datacc.net