

## **McDonald County Internet Service, Inc. Agreement for the Service**

McDonald County Internet Services, Inc . reserves the right to refuse service for any reason.

### **1. Definitions**

"You" and "your" refer to the Customer, and immediate family if applicable. "McDonald Co. Internet" and "OleMac.net" refer to McDonald County Internet Service, Inc. The "Service" means McDonald County Internet Service, Inc.'s Internet access service as described in the Service Description, as may be revised from time to time. You have one month prior to the latest revision of the given terms of service or initiation of service to cancel agreement with McDonald County Internet Service, Inc.

### **2. Rates and Charges**

You shall pay the applicable rates and charges, as may be revised from time to time, set forth in agreement with current or previous owners.

### **3. Payment**

You agree to pay all charges incurred. Charges shall be invoiced monthly and will appear on your phone bill and are due by the end of the month.

### **4. Term and Termination**

**4.01** This Agreement shall be effective upon McDonald Co. Internet's acceptance as set forth above and is automatically renewed at the end of each billing cycle. This agreement shall be renewed at the published rates in effect at the time of such renewal. To terminate the Service, you must provide McDonald County Internet Service, Inc. with fourteen (14) days prior written notice.

**4.02** In the event a law or regulatory action prohibits, substantially impairs, or makes impractical the provision of Services under this Agreement, as determined by McDonald County Internet Service Inc., McDonald Co. Internet may terminate this Agreement without notice.

### **5. Rights and Obligations of Customer**

**5.01** You shall not do any of the following or permit any third parties to do any of the following:

(a) restrict or inhibit any other user from using and enjoying the Service and/or Internet:

(b) post or transmit 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;

(c) post or transmit any information or software which contains a virus, worm, Trojan horses, or other harmful component;

(d) upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Service for your own commercial purposes;

(e) 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 respect thereto, without obtaining permission of the copyright owner or rights-holder;

(f) 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 copyright as a collective work under U.S. copyright laws; or

(g) abuse or fraudulently or illegally use the Service in any way not specifically set forth above.

## **6. Equipment or Software not provided by McDonald Co. Internet**

**6.01** McDonald Co Internet shall not be responsible for the installation, operation or maintenance of equipment or software not provided by McDonald Co. Internet; nor shall McDonald Co Internet be responsible for the transmission or reception of information by equipment or software not provided by McDonald Co. Internet.

**6.02** You shall be responsible for the use and compatibility of equipment or software not provided by McDonald Co. Internet. In the event that you use equipment or software not provided by McDonald Co. Internet which impairs your use of the Service, you shall nonetheless be liable for payment for the Service. Upon notice from McDonald Co. Internet that the equipment or software not provided by OleMac.net is causing or is likely to cause hazard, interference or service obstruction, you shall immediately eliminate the likelihood of hazard, interference or service obstruction.

**6.03** McDonald Co. Internet shall not be responsible in any changes in the Service cause equipment, software or hardware not provided by OleMac.net to become obsolete, require modification or alteration or otherwise affect performance of equipment, software or hardware not provided by McDonald Co. Internet.

**6.04** OleMac.net reserves the right to allow or refuse the make, model and/or revision of customer provided equipment or software to be used to connect to the Service. You will cooperate with McDonald Co. Internet in setting the initial configuration for your interface with the Service.

## **7. Rights and Obligations of McDonald County Internet Service, Inc.**

**7.01** McDonald Co. Internet shall operate and maintain the Service. You shall be responsible for providing OleMac.net with accurate information. McDonald Co. Internet shall not be responsible for operating or maintaining software, equipment and or cabling that connect equipment not provided by McDonald Co, Internet to the Service.

**7.02** You understand that OleMac.net and its affiliates exercise no control whatsoever over the merchandise, information and service offered or made available or accessible on the Internet. You further understand that OleMac.net has no obligation to monitor the Service. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE AND AUTHORIZED USERS' USE OF THE SERVICE AND THE INTERNET. NEITHER McDONALD CO. INTERNET NOR IT'S AFFILIATES MAKE ANY EXPRESS OR IMPLIED WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTRANET OR ANY TRANSACTIONS CONDUCTED ON THE INTERNET AND NEITHER McDONALD CO. INTERNET OR ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH USE AND/OR TRANSACTION.

**7.03** YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO SOME PEOPLE. YOU AND YOUR AUTHORIZED USERS ACCESS SUCH MATERIALS AT YOUR OWN RISK. OLEMAC.NET HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

**7.04** THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS 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 OLEMAC.NET, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER MCDONALD CO. INTERNET 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.

**7.05** IN NO EVENT SHALL OLEMAC.NET, ITS AFFILIATES OR IT'S CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR (OR YOUR AUTHORIZED USERS') USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR (OR AUTHORIZED USERS') RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE OR THAT RESULT FROM MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. MCDONALD CO. INTERNET'S LIABILITY THEREUNDER TO YOU SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGE PAID BY YOU IN ANY MONTH OR \$50.00, WHICHEVER IS LESS.

**7.06** If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of OleMac.net in operating the Service, your sole and exclusive remedy is to terminate this Agreement in accordance with Section 4 above and discontinue using the Service.

### **8. Failure to Comply With Agreement**

McDonald Co. Internet may deny you access to all or part of the Service without notice if you engage in any conduct or activities that McDonald Co. Internet, in its sole discretion, believes violates any of the terms or conditions of this Agreement. If OleMac.net denies you access to the Service because of such violation, neither you nor your authorized users shall have any right (1) to access through OleMac.net 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 McDonald Co. Internet, and McDonald Co. Internet shall have no responsibility for any third party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

### **9. Indemnity**

You agree to defend, indemnify and hold OleMac.net and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of the Agreement by you or your authorized users; (b) 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 your authorized users; (c) negligent acts, errors, or omissions of you, your officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software not provided by McDonald Co Internet which are connected or are to be connected to the Service; and (d) claims for infringement of patents or any intellectual property right arising from the use of equipment and software, apparatus and systems not provided by OleMac.net in connection with the Service.

### **10 Miscellaneous**

**10.01** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with 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.

**10.02** McDonald Co. Internet's failure to insist upon or enforce strict performance of any provision of this Agreement 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 this Agreement.

**10.03** You shall not sell, assign, or transfer the Service or this Agreement without the prior written consent of McDonald Co. Internet Service, Inc.

**10.04** OleMac.net will not be responsible for performance of its obligations thereunder where delayed or hindered by war, riots, embargoes, strikes or acts of its vendors and suppliers, concealed acts of workmanship (whether of OleMac.net or others), or accidents, or any other event beyond its reasonable control.

**10.05** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provision. 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.

**10.06** This Agreement constitutes the entire agreement between you and McDonald County Internet Service, Inc. with respect to the Service.