

## **ClarksonWireless.com User Agreement – Revised May 10, 2017**

### **Acceptance of Terms Through Use**

By using the ClarksonWireless.com Internet Service (the “Service”), you signify your agreement to all of the terms, conditions, and notices contained or referenced herein. If you do not agree to these Terms and Conditions of Use, please do not use the Service. ClarksonWireless.com (“ClarksonWireless.com”, “we” or “us”) reserves the right, at our discretion, to revise these Terms and Conditions of Use. Please refer to the Terms posted on the ClarksonWireless.com website periodically for changes. Your continued use of the Service following the posting of any changes to the Terms and Conditions of Use constitutes acceptance of the changes.

This document contains the following sections:

1. Use of ClarksonWireless.com and the Internet
2. No Service Warranties
3. Making Purchases through use of the Service
4. User Conduct on the Service
5. Consumer Information
6. Indemnification
7. Failure to Comply with Terms and Conditions
8. Miscellaneous
9. Acknowledgment and Acceptance

**PLEASE READ EACH SECTION CAREFULLY BEFORE CONTINUING.**

**If you have questions related to these Terms and Conditions of Use, please contact us at 402-439-5000**

### **1. Use of ClarksonWireless.com and the Internet**

You understand that you may access both ClarksonWireless.com and the Internet in general through the Service. You understand further that, except for information, products or services clearly identified as being supplied by ClarksonWireless.com or its affiliates, neither ClarksonWireless.com nor any of its affiliates operates or controls any information, products or services on the Internet in any way and, except for such ClarksonWireless.com identified information, products or services, all merchandise, information and services offered or made available or accessible through ClarksonWireless.com or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with ClarksonWireless.com or its affiliates. **By your use of the Service, you also understand and agree that any and all charges incurred by you in connection with your use of the Service, including but not limited to access, toll, and long distance charges shall be sole and individual responsibility of the user of the Service, and that ClarksonWireless.com has no responsibility for the payment of any such charges.**

**YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF CLARKSONWIRELESS.COM AND THE INTERNET. NEITHER CLARKSONWIRELESS.COM NOR ANY OF ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH CLARKSONWIRELESS.COM OR ON THE INTERNET GENERALLY, AND 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 CLARKSONWIRELESS.COM OR ON THE INTERNET GENERALLY. 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. CLARKSONWIRELESS.COM HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

## **2. No Service Warranties**

THE SERVICE AND ALL MATERIALS, INFORMATION, SOFTWARE, AND PRODUCTS ARE 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, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CLARKSONWIRELESS.COM, ITS AFFILIATES, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER CLARKSONWIRELESS.COM NOR ITS AFFILIATES WARRANT 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, SPYWARE, MALWARE OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL CLARKSONWIRELESS.COM, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF MATERIALS, INFORMATION, SOFTWARE, 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.

If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of ClarksonWireless.com in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

## **3. Making Purchases Through Use of the Service**

If you wish to make purchases on the Service, 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 ClarksonWireless.com cannot guarantee the security of your credit card or other payment mechanism information used to make purchases on the Service.

#### **4. User Conduct on the Service**

While using the Service, you may not:

4.1 Restrict or inhibit any other user from using and enjoying the Internet;

4.2 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;

4.3 Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm, malware, or other harmful component;

4.4 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);

4.5 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 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. ClarksonWireless.com has no obligation to monitor the Service.

However, you agree that ClarksonWireless.com 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. ClarksonWireless.com will not intentionally monitor or disclose any private electronic mail message unless required by law.

ClarksonWireless.com reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement. In addition, ClarksonWireless.com may terminate your use of the Service if, in its sole judgment, you have violated any of these conditions pertaining to User Conduct.

4.6 Resale or sharing of the service in whole or in part including but not limited to sharing of user name and passwords, extending of bandwidth to wired and wireless networks for public access, and all other methods with the intended or unintended

outcome being that of providing free or reduced cost internet access through ClarksonWireless.com infrastructure without ClarksonWireless.com's express consent is prohibited.

## **5. Consumer Information**

5.1 Spam Filter. Use of this email filtering service is optional. No email filtering software is 100% accurate. When emails you would like to receive are routed to the "junk mail" folder, you will be responsible for retrieving such emails within 10 days from original receipt. Additionally, if you elect the "most likely spam" feature, various emails will be routed to the "most likely spam" folder, and you will be responsible for retrieving such emails within 2 days from original receipt. If you do not retrieve and redirect such emails from either folder, they will be deleted and will be unrecoverable. Should you elect to activate the filtering service, you accept any possible risk associated with its utilization and agree to waive any claims that you may have against Clarkson Wireless relating to such risk. You agree to hold Clarkson Wireless and its affiliates harmless from any and all liabilities, costs and expenses associated with deleted or misdirected emails.

5.2 User Passwords. You acknowledge that changing your user password on a regular basis is helpful in the effort to prevent unauthorized access to your personal account. You are responsible for protecting the confidentiality of your username and password and are exclusively responsible for all activities and conduct that occur under your user name and password. You are responsible for notifying ClarksonWireless.com immediately upon learning that your user name and password have been used or may be used without your authorization. At the end of each Internet session, you are responsible for logging out and terminating the session. You are solely liable for any loss, damage, additional service charges and/or third party charges associated with or as a result of failure to comply with section 5.4 or any other section of this Agreement.

5.3 Email Blocking. ClarksonWireless.com may elect to block incoming email messages that are considered "Spam" material, including but not limited to: pornographic materials, advertising scams, bulk mailing or any other emails ClarksonWireless.com considers to be harmful or bothersome to its network or users. ClarksonWireless.com may choose to utilize information from one or more third party organization to help identify individuals or organizations that broadcast "Spam" or other harmful items. ClarksonWireless.com may block incoming email messages sent by such individuals or groups. In the event that an email or emails become blocked from ClarksonWireless.com servers, such emails are generally unrecoverable. By using this service, you agree to hold Clarkson Wireless and its affiliates harmless from any and all liabilities, costs and expenses associated with blocked emails.

5.4 Port blocking. To aid in the protection of the overall Internet infrastructure, ClarksonWireless.com may, in its sole discretion, choose to block customer use and/or access to various ports within its servers.

5.5 Damage to user and ClarksonWireless.com equipment. You agree to accept all liability for loss or damage of equipment owned by you or leased to you by ClarksonWireless.com arising out of, but not limited to electrical surges, wind damage, loss and theft. To reduce your likelihood of incurring losses associated with electrical surges, it is strongly recommended that you use a good quality surge suppressor installed in a manner consistent with manufacturer instructions.

## **6. Indemnification**

You agree to defend, indemnify, and hold harmless ClarksonWireless.com and its affiliates, and their employees, contractors, officers, and directors from all liabilities, claims and expenses, including attorney's fees and costs, that arise from your use or misuse of this site, ClarksonWireless.com reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ClarksonWireless.com in asserting any available defenses.

#### **7. Failure to Comply with Terms and Conditions**

ClarksonWireless.com may deny you access to all or part of the Service without notice if you engage in any conduct or activities that ClarksonWireless.com, in its sole discretion, believes violates any of the terms and conditions in this Agreement. If

ClarksonWireless.com denies you access to the Service because of such a violation, you shall have no right (1) to access through ClarksonWireless.com 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 ClarksonWireless.com, and ClarksonWireless.com 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 ClarksonWireless.com and each of its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement 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.

#### **8. Miscellaneous**

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. ClarksonWireless.com'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. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws 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. This Agreement constitutes the entire agreement between you and ClarksonWireless.com with respect to the Service. These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflict of laws rules.

You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions of Use or your use of the Service shall be filed only in the state courts located in Stanton County, Nebraska, or the federal court located in Lincoln, Nebraska. You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

#### **9. Acknowledgment and Acceptance**

By accessing ClarksonWireless.com, user states and acknowledges that he/she has read the aforementioned Terms and Conditions of Use and that he/she understands such Terms and Conditions of Use and agrees to abide by them.

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