

# TruVista Internet Services Terms and Conditions

## GENERAL

- The benefits of or rights conferred are non-transferable. Use of TruVista Internet Services is expressly limited to Customer and Customer's immediate family or direct employees. Account sharing is strictly prohibited and shall be cause for immediate termination of service.
- Customer is responsible for all equipment and software necessary to connect to TruVista Internet Services.
- Customer agrees to use the service in a manner consistent with any and all applicable laws.
- Use of TruVista Internet Services for unsolicited advertising is prohibited.
- Customer is responsible for all use of account(s) and confidentiality of password(s). TruVista Internet Services will suspend access or change access to Customer's Account(s) immediately upon notification by Customer that a password has been lost, stolen or otherwise compromised.
- Customer's use of TruVista Internet Services constitute Customer acceptance of Terms and Conditions.

## BILLING

- Customer is responsible for all local or long-distance telephone charges for connecting directly to TruVista Internet Services or indirectly via an intermediate access provider.
- Customer agrees to pay TruVista Internet Services all charges relating to use of Customer's Account(s). Customer recognizes that there is a 30 day minimum subscription period.
- Sales and use taxes, and all other applicable taxes and levies which are applicable to the provision of services shall be borne by Customer, regardless of whom the taxes and levies are or were imposed upon.
- Access is subject to credit limits and/or security deposits established by TruVista Internet Services. A credit limit is applied to all accounts. TruVista Internet Services may suspend Customer's access to the service if Customer exceeds his/her credit limit unless prior arrangements have been made.
- TruVista Internet Services reserves the right to change prices on 30 days' notice.
- All invoices are due upon receipt and payable within thirty (30) days unless other arrangements have been made in advance.
- TruVista Internet Services reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit problems including delinquent payments. A reconnection charge will apply after payment of any outstanding balance.

## OWNERSHIP/COPYRIGHT

- Information available on TruVista Internet Services is the property of TruVista Internet Services, its Information Providers, or other Customers. Customer shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner.
- Information Providers shall have the right to assert and enforce such copyright provisions directly on their own behalf.
- Customer submitting information owned by Customer for publication on TruVista Internet Services grants TruVista Internet Services non-exclusive permission to distribute the information product worldwide. Customer retains all rights Customer may have to such information.

## WARRANTY DISCLAIMER

TRUVISTA INTERNET SERVICES'S SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TRUVISTA INTERNET SERVICES DISCLAIMS ANY AND ALL WARRANTIES WITH REGARD TO THE SERVICES (WHETHER EXPRESS OR IMPLIED), INCLUDING WITHOUT LIMITATION

- ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR TITLE
- ANY WARRANTY OF QUALITY, FUNCTIONALITY, OPERABILITY, USE OR PERFORMANCE OF THE SERVICES
- ANY WARRANTY OF THE ACCURACY, COMPLETENESS OR VALIDITY OF THE DATA OR INFORMATION COMMUNICATED THROUGH THE SERVICES
- ANY WARRANTY OF THE CONTINUOUS AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

### **LIMITATIONS OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) SHALL TRUVISTA BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF PROFITS, GOODWILL OR INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF OR RELATING TO TRUVISTA INTERNET SERVICES'S SERVICES (INCLUDING, WITHOUT LIMITATION, USE OR INABILITY TO USE THE SERVICES), EVEN IF TRUVISTA INTERNET SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL TRUVISTA INTERNET SERVICES'S CUMULATIVE LIABILITY TO CUSTOMER EXCEED THE SERVICE CHARGES PAID BY CUSTOMER TO TRUVISTA INTERNET SERVICES FOR THE SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH LIABILITY IS CLAIMED.

- Neither TruVista Internet Services nor its Information Providers are responsible for any damages or injuries arising from Customer's use of TruVista Internet Services or inability to use TruVista Internet Services.
- TruVista Internet Services is not responsible for undelivered e-mail. There is no guarantee of message receipt or delivery. Return receipts may be requested, but there is no guarantee that the recipient's e-mail system will honor such requests.
- TruVista Internet Services is not obligated to store the contents of Customer's e-mail messages and is not obligated to produce copies of e-mail messages to Customer.
- TruVista Internet Services is not responsible for Customer's personal files residing on TruVista Internet Services's system. Customer is responsible for independent backup of all such data. If Customer exceeds the published space limitation for personal files (Web space, e-mail, FTP, etc.), TruVista Internet Services will notify the Customer via e-mail to reduce the file storage space. If Customer fails to reduce the storage space within the specified time period, TruVista Internet Services reserves the right to delete files from the Customer's personal space without further notice.
- Customer is hereby warned that some sites accessible via TruVista Internet Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. TruVista Internet Services is not responsible for Customer's inadvertent or deliberate access to such material and cannot prevent access of such materials.

### **OPERATION**

- TruVista Internet Services reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.

- TruVista Internet Services reserves the right to delete Customer's personal files which have not been accessed for more than one (1) month.
- Customer understands that TruVista Internet Services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Scheduled outages will be publicized online.
- TruVista Internet Services shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.
- TruVista Internet Services reserves the right in its sole discretion to delete any information entered into TruVista Internet Services computer systems by Customer. TruVista Internet Services and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
- Customer hereby agrees that any material submitted for publication on TruVista Internet Services through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.
- TruVista Internet Services, at its sole judgment, may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.
- TruVista Internet Services reserves the right to terminate access to service for any Customer Account(s) which have been inactive for six (6) months or longer.
- TruVista Internet Services may modify these Terms and Conditions upon notice published online. Customer's use of TruVista Internet Services after such notice shall constitute Customer acceptance of such modifications.