

Netection Enduser Terms of Service

We agree to provide you with those services set forth at the time of signup and you agree to abide by the restrictions made below. In the event of any violation of the below terms and conditions of using our service, we reserve the right to suspend or terminate your account immediately, without notice. If you do not wish to be bound by the below terms and conditions of using our service, then you may not access the service.

Warranty Disclaimer

No warranties are made regarding the service. We do not guarantee that the service will be uninterrupted or error free. We exercise no control whatsoever over the content of information that is passed through our system. The service is provided on an “as is” basis.

Responsibility of Use

User shall assume all responsibility for all content distributed, accessed, or viewed while connected to our service. Under no circumstance shall we be held liable for your actions while you are using the service. In the event of a court order, we may provide any and all information that they request of us to them.

Limitation of Liability

Under no circumstances shall we, our agents, our providers, or employees be liable for any damages, which result in any way from user’s use or inability to use the service or any part thereof. This includes all direct and indirect damages, special, punitive or consequential damages that may result from busy signals, errors, delays in the service, deletion of files, viruses, theft, or alteration of a user’s computer. In the event that we are found liable under any circumstance under the terms of this agreement, our liability shall be limited to the unused balance of user’s subscription payment pro-rated to reflect the current term.

Age Limit

User represents to us that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

Sexually Explicit Materials

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. We have no control over and accept no responsibility whatsoever for such materials.

Restriction of Use

User understands that the following restrictions are applied to the service:

User May Not:

- Send SPAM, or bulk email when dialed into the network.
- Post offensive, threatening, or SPAM, when using the newsgroups.
- Use their personal FTP sites for business sites.
- Post or transmit viruses or any harmful component to others.
- Transmit anything that is protected by copyright without permission.
- Attempt to violate the security of any computer network.

- Engage in any illegal activity.

Dialup Restrictions

User agrees to allow provider to force a 10 minute idle timeout and 5 hour maximum session on their dial-up account. Attempts to defeat the idle timer using a ping bot or system tool, or the use of a redialer to automatically reconnect once disconnected is prohibited. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the service.

User understands that unlimited service does not mean dedicated service. Dedicated service shall be defined as an average of more than 15 channel hours a day, based on a 30 day calendar month usage report. User may be blocked and forced to upgrade to continue service if their unlimited account is used as a dedicated connection.

User understands that some services may be offered as limited. Once the user has reached their limit, they shall not have access to the internet until the 1st of the next month. User will not be given and may not purchase more than one limited account in an attempt to get unlimited access on a limited service. If user wants unlimited, they must purchase an unlimited account.

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one log-in session per system account at any time.

Right to Cancel

We reserve the right to cancel Service for any reason without notice.

System Backups

We do not and will not perform system backups on any User's E-mail account(s). We shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, we will not provide historical data, to any party for any reason, regarding any system or Internet activity.

No Confidentiality

Information transmitted through us and through the Internet in general is not confidential. We can not and shall not guarantee privacy or protection of any User. We reserve the right to monitor any User's transmissions when deemed necessary for providing proper serve and/or to protect the rights and property of our company.

Failure to Comply with Terms and Conditions

We may deny User access to all or part of the Service without notice if User engages in any conduct or activities that we in our sole discretion believes violates any of the terms and conditions in this Agreement. If we deny User access to the Service because of such a violation, User shall not have the right (1) to access through us any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through us, and we 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.

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.

Our failure to insist upon or enforce strict performance of any provisions of the 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.

We may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed and construed in accordance with the laws of the State of Missouri without regard to its conflicts of law provisions. Any cause of action User 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.

We shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, dire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond our reasonable control.

Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming us as the defendant, shall be proper only in a venue determined by us.

In any action between us and User to enforce any of the terms of this Agreement, We shall be entitled to recover expenses, including reasonable attorney's fees.

This Agreement constitutes the entire agreement between User and us with respect to the Service.