

## SENTCO.NET END USER AGREEMENT

January 12, 2004

SOUTHEAST NEBRASKA COMMUNICATIONS provides SENTCO.NET (“Service”) subject to your compliance with the terms and conditions below.

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU ( THE “USER”) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT 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. BY USING OUR SERVICE YOU AGREE TO ABIDE BY THEM.**

**IF YOU HAVE ANY QUESTIONS RELATED TO THIS AGREEMENT, PLEASE CONTACT SENTCO.NET AT 122 WEST 17<sup>TH</sup> STREET, FALLS CITY, NEBRASKA 68355 OR BY TELEPHONE AT (402) 245-6000.**

This document contains the following sections:

1. Software Licenses
2. Use of Sentco.net and the Internet
3. No Service Warranties
4. Making Purchases Through the Use of the Service
5. Warranties and Representations of User
6. User Conduct on the Service
7. Additional Rights of Sentco.net
8. Publication of User Information
9. Failure to Comply with Terms and Conditions
10. Applicable Law
11. Spam Filtering
12. Additional Notices and Disclosures
13. Miscellaneous

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

### Section 1 Software Licenses

Use of Sentco.net is subject to the terms and conditions contained herein. Use of Sentco.net is also subject to the terms and conditions contained or set forth in any software

product that may have been provided to you by Sentco.net. By accessing Sentco.net you agree to abide by all of said terms and conditions. Please read such terms and conditions carefully.

## Section 2 Use of Sentco.net and the Internet

You understand that you may access both Sentco.net and the Internet in general through the Service. You understand further that, except for information, products or services clearly identified as being supplied by Sentco.net or its affiliates, neither Sentco.net nor any of its affiliates operates or controls any information, products or services on the Internet in any way and, except for such Sentco.net identified information, products or services, all merchandise, information and services offered or made available or accessible through Sentco.net or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Sentco.net 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, long distance charges shall be sole and individual responsibility of the user of the Service, and that Sentco.net has no responsibility for the payment of any such charges.

**YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF SENTCO.NET AND THE INTERNET. NEITHER SENTCO.NET NOR ANY OF ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES AND AGENTS 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 SENTCO.NET 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 SENTCO.NET 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. SENTCO.NET HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.**

Section 3  
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 SENTCO.NET, ITS AFFILIATES, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL CREATE A WARRANTY. NEITHER SENTCO.NET 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 OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL SENTCO.NET, ITS AFFILIATES OR ITS CONTRACTORS AND THEIR RESPECTIVE EMPLOYEES AND AGENTS 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 Sentco.net in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

Section 4  
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 Sentco.net cannot guarantee the security of your credit card or other payment mechanism information used to make purchases on the Service.

Section 5  
Warranties and Representations of User

- 5.1 **USER REPRESENTS AND WARRANTS THAT USER IS AT LEAST NINETEEN YEARS OLD.**
- 5.2 User acknowledges that User will receive a user name and a password to access the Services provided by Sentco.net.
- 5.3 User will select a unique password. User is responsible for maintaining the confidentiality of User's password and is liable for any harm resulting from disclosing or allowing disclosure of any password or from use by any person of User's password to gain access to User's accounts.
- 5.4 For security purposes, Service recommends that User change User's password regularly.
- 5.5 User must choose a unique user name to identify User to Sentco.net's system and to the Internet. Service expects User to be reasonable and responsible in selecting a user name. Vulgar or otherwise offensive user names may offend the sensibilities of other users to the Service or to other Internet users. User may not select or use a user name that is the real name of another person, or a user name that violates a trademark right, copyright, or any other proprietary right, or which Sentco.net deems in its sole discretion to be vulgar or otherwise offensive. Sentco.net reserves the right to delete any such user name, or to request deletion.
- 5.6 User understands that User's password is confidential and is intended solely for the use of User and for no other person's use.
- 5.7 User understands that Sentco.net will rely on User's agreement to keep User's password secret and confidential and that User will not reveal User's password to any other person or entity, except as required by law.
- 5.8 User understands that disclosure of User's password to any other person or entity, except as required by law, could cause irreparable damages to the Service, including, but not limited to compromise of Services's confidential and proprietary business information and trade secrets, compromise the integrity of the information and communications of other users to the Service, interruption of the Services, lost profits to Sentco.net, and damages to Sentco.net's business reputation and good will.
- 5.9 User understands and agrees that disclosure of User's password to any other person or entity, except as required by law, is a **MATERIAL BREACH** of this Agreement, and **MAY VIOLATE LOCAL, STATE, FEDERAL, INTERNATIONAL AND FOREIGN LAW.**
- 5.10 User understands that disclosure of User's password to any other person or entity, except as required by law, could cause irreparable damages to User, including, but not limited to

compromise of User's confidential and proprietary business information and trade secrets, lost profits, and damages to User's reputation and good will. In the event that User discloses User's password to any other person or entity, User shall and hereby does forever agree to defend, hold harmless, and indemnify Sentco.net from any harm or damages whatsoever resulting directly or indirectly from User's disclosure of User's password to any other person or entity.

- 5.11 User understands and agrees that User shall be entirely liable for all activities conducted through use of User's password, whether any third person or entity may also be liable for such activities.
- 5.12 User understands and agrees that User may allow a minor child (under nineteen years of age) to use User's account, subject to the following restrictions:
- (a) User represents that User understands that the Service and the Internet contain various text, images, and other content that some people consider inappropriate for viewing by children.
  - (b) User shall supervise the minor child's use of the Service directly or through the use of software designed and configured to prevent access to any information that User considers inappropriate for viewing by children.
  - (c) User shall and hereby does forever agree to defend, hold harmless, and indemnify Sentco.net from any harm or damages to any person, including any minor child, User allows to use User's account.
- 5.13 User agrees to provide Sentco.net with accurate, complete, and updated registration information, and failure to do so shall constitute a breach of this Agreement and unauthorized access to the Service, and may result in immediate termination of User's account and subject User to civil and/or criminal liability.
- 5.14 User agrees that user will not send unsolicited advertising or promotional materials to other Service users or internet users.
- 5.15 User agrees not to solicit other users to become customers of other competitive information services.
- 5.16 User understands and agrees that user receives 10 megabytes of storage for e-mail on Sentco.net's server and that any additional messages received in excess of that 10 megabytes will be rejected by Sentco.net's server and that user will not be able to access or recover those messages rejected by Sentco.net's server. User understands and agrees to check user's e-mail accounts regularly and to ensure that the volume of data in user's storage area on Sentco.net's server does not exceed 10 megabytes.

## Section 6

## User Conduct on the Service

While using the Service, you may not:

- 6.1 Restrict or inhibit any other user from using and enjoying the Internet;
- 6.2 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;
- 6.3 Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- 6.4 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);
- 6.5 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., foreign, or international copyright laws.

## Section 7

### Additional Rights of Sentco.net

Sentco.net has no obligation to monitor the Service. However, you agree that Sentco.net 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. Sentco.net will not intentionally monitor or disclose any private electronic mail message unless required by law.

Sentco.net 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. Sentco.net does not pre-screen or control content as a matter of policy, but Sentco.net shall have the right, but not the duty, without prior notice to User or to any other person or entity, to remove Content that is deemed in Sentco.net's sole discretion, harmful, offensive, inappropriate, unsuitable, or otherwise in violation of this Agreement, industry custom, or any applicable federal, state, local, international, or foreign law or regulation.

In addition, Sentco.net may terminate your use of the Service if, in its sole judgment, you have violated any of the conditions pertaining to User Conduct or Warranties and Representations of the User.

## Section 8 Publication of User Information

You understand and agree that, unless you notify Sentco.net to the contrary in a written document sent or delivered to Sentco.net at 122 West 17<sup>th</sup> Street, Falls City, Nebraska 68355, Sentco.net may publish your name and other consumer information in one or more directories which may be accessed by other Internet users; in addition, unless you notify Sentco.net to the contrary as provided above, Sentco.net may make such information available to third parties from time to time. You understand further that merchants on Sentco.net and the Internet in general may have access to such information and may make it 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.

## Section 9 Failure to Comply with Terms and Conditions

Sentco.net may deny you access to all or part of the Service without notice if you engage in any conduct or activities that Sentco.net in its sole discretion believes violates any of the terms and conditions in this Agreement. If Sentco.net denies you access to the Service because of such a violation, you shall have no right (1) to access through Sentco.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 Sentco.net, and Sentco.net 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 Sentco.net 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.

## Section 10 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflicts of law provisions. 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 the courts of the state of Nebraska located in Richardson County, Nebraska and the United States District Court for the District of Nebraska

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.

## Section 11 Spam Filtering

Generally, Sentco.net does not monitor or filter e-mail messages incoming to Customer's account. However, if Customer purchases the optional "Spam Filtering Service" from Sentco.net, Customer understands that as with any computer-based system, Sentco.net "Spam Filtering" is not perfect. Whether a message is determined to be "Spam" is determined by a computer program. This program cannot understand the content of the e-mail; it can only search for certain words and patterns that are common in "Spam" but unusual in personal messages. Customer understands that occasionally personal messages contain words or phrases, such as but not limited to profanity or large numbers of exclamation marks at the end of the subject that may cause the "Spam Filter" to categorize the personal message as "Spam." If a personal message has enough characteristics of "Spam," it will be filtered out into your "Junk Mail" folder.

If Customer purchases the optional "Spam Filtering Service," Customer agrees to check Customer's "Junk Mail" folder at least weekly for misdirected messages. Customer understands and agrees not to hold Sentco.net responsible or liable for misdirected e-mail messages or any consequences arising as a result of misdirected e-mail messages.

## Section 12 Additional Notices and Disclosures

### **Notice Required Pursuant to the Child Online Protection Act (COPA) and the Internet Tax Freedom Act (ITFA).**

The following is provided for your information, as required by law, under the applicable provisions of the federal Child Online Protection Act (47 U.S.C. § 230 (d)) and the federal Internet Tax Freedom Act (S. 442, 105th Cong. (1998) (enacted)).

Please note:

- A. The information provided in this Section is solely for the general information of User and is provided because it is required by law.
- B. Sentco.net does not endorse any of the providers listed in this Section of this Agreement.
- C. Sentco.net is not affiliated with and does not have any connection with any of the providers listed in this Section of this Agreement.
- D. Sentco.net does not make any warranties of any kind or nature with respect to the

products or services supplied by the providers listed in this Section of this Agreement.

- E. Under no circumstances shall Sentco.net be liable for any harm or injury to any person or property related to User's use of any information provided in this Agreement or related to User's use of any product or service provided by any provider listed in this Section of this Agreement.
- F. User assumes all risk for any harm or injury to any person or property related to User's use of any information provided in this Agreement or related to User's use of any product or service provided by any provider listed in this Section of this Agreement.
- G. The following list provides information about some of the parental control protections that are commercially available and that may assist User in limiting access to material that is harmful to minor children. The list below includes the Uniform Resource Locators (URLs) of the protections listed, which URLs identify places on the World Wide Web at which User can find more information about how to obtain and use the parental control protections listed.
- H. The following list is not exhaustive; User may find other parental control protections available either online or at retail computer stores. The list provided below is provided strictly for User's convenience and Sentco.net does not warrant that any of the information in the list is complete, the most up-to-date, or accurate.

<b>Name of Parental Control Protection</b>	<b>Web Site Where You Can Find More Information About This Product</b>
1. Net Nanny ®	<a href="http://www.netnanny.com">http://www.netnanny.com</a>
2. Cyber Patrol ®	<a href="http://www.cyberpatrol.com">http://www.cyberpatrol.com</a>
3. Cyber Sentinel	<a href="http://www.securitysoft.com">http://www.securitysoft.com</a>
4. CYBERSitter ™	<a href="http://www.solidoak.com">http://www.solidoak.com</a>
5. Cyber Snoop	<a href="http://www.pearlsw.com">http://www.pearlsw.com</a>
6. FamilyCAM ®	<a href="http://www.silverstone.net">http://www.silverstone.net</a>
7. WebChaperone ™	<a href="http://www.webchaperone.com">http://www.webchaperone.com</a>
8. WatchDog	<a href="http://www.sarna.net/watchdog">http://www.sarna.net/watchdog</a>

Section 13  
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.

Sentco.net'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.

User agrees that 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.

**USER AGREES THAT SOUTHEAST NEBRASKA COMMUNICATIONS MAY MODIFY THIS AGREEMENT FROM TIME TO TIME BY PLACING A NOTICE OF SUCH MODIFICATION ON THE HOMEPAGE OF SENTCO.NET (HTTP://WWW.SENTCO.NET). THE TEXT OF SUCH MODIFICATIONS SHALL BE CONTAINED IN AN INTERNET INFORMATION AREA CONTAINED WITHIN THE WEBSITE OF SENTCO.NET. A LINK TO SUCH INTERNET INFORMATION AREA SHALL BE LOCATED ON THE SENTCO.NET HOMEPAGE. YOUR CONTINUED USE OF THE SERVICE FOLLOWING NOTICE OF SUCH MODIFICATION SHALL BE DEEMED YOUR ACCEPTANCE OF ANY SUCH MODIFICATION. IT IS YOUR RESPONSIBILITY TO CHECK THIS INTERNET INFORMATION AREA REGULARLY TO DETERMINE WHETHER THIS AGREEMENT HAS BEEN MODIFIED. IF YOU DO NOT AGREE TO ANY MODIFICATION OF THIS AGREEMENT, YOU MUST IMMEDIATELY STOP USING THE SERVICE.**

This Agreement constitutes the entire agreement between you and Sentco.net with respect to the Service.