



## TERMS OF USE AND DISCLAIMER

702 Communications offers connectivity to the Internet via copper, fiber, and wireless facilities. Each method is advertised and sold as an “up to xxMb connection.” Distance, packet overhead, or other factors may prohibit customers from attaining the maximum subscribed speed. However, in each case, 702 will configure its equipment to transmit and receive signal at the subscribed rate.

702 Communications operates in good faith to provide reliable service but makes no warranties of any kind whether expressed or implied, for any service without a contract and accompanying Service Level Agreement. 702 Communications also disclaims any warranty or merchantability or fitness for a particular purpose. 702 Communications will not be responsible for any physical or monetary damage you suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own error or your errors or omissions.

702 Communications Internet service is not a telephone service and, as such, it is subject to different regulatory treatment than telephone service.

702 Communications Internet Service may only be used for lawful purposes. Transmission of any material in violation of any US or state regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless 702 Communications from any claims resulting from your use of the service that damages you or another party.

Any attempt to access or modify unauthorized computer system information or to interfere with normal system operations, whether the equipment of 702 Communications or of any computer system or network that is accessed via the 702 Communications network, will result in the immediate suspension or termination of service. These unauthorized activities include, but are not limited to: using passwords other than your own, accessing information that is not for public use, and accessing any computer system on which you or the general public are not welcome.

Any access to other networks through 702 Communications must comply with the rules appropriate for that network.

Management reserves the right to refuse/disconnect service to anyone at any time for any reason. Likewise, to protect its customers and its network 702 Communications may, without limitation, limit, block, and allow specific traffic types as we see fit at any time.

Any information obtained via the 702 Communications network is to be used at your own risk. 702 Communications specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Service is perpetual but may be canceled in writing at any time with no penalty unless otherwise stated in service contract (mail of this nature should be directed to: 702 Communications, 702 Main Ave, Moorhead, MN 56560). However, for automatic charges/debits, a 30-day notice of request to disconnect auto-charge/auto-draft is required. 702 Communications reserves the right to change the rates and otherwise modify these Terms and Conditions by notifying you 30 days in advance of the effective date of the change. Individual accounts are for use in one household only. It is prohibited to share or otherwise make known your password to unauthorized individuals. Use of accounts by more than one

household may result in termination of service.

**Spamming:** The practice of sending Unsolicited Commercial E-mail (SPAM or UCE) is specifically prohibited and will result in immediate account termination.

702 Communications reserves the right to refuse delivery of certain pieces of mail originating on the Internet if, in our opinion, the site the mail is coming from participates, or condones Spam/UCE. We also reserve the right to deny delivery any message deemed harmful to our or other email systems (Including, but not limited to attachments, which are extremely large).

These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with the terms and conditions of any order submitted.

**Note:** Use of 702 Communications constitutes acceptance of these Terms and Conditions.