



Michigan Broadband Services (MichBBS) Digital Subscriber Line (DSL) and other forms of Data Services provided by MichBBS "Data Services" Terms and Conditions of Use.

Subscriber Agreement to Terms and Conditions: By using our DSL or any other Data Services provided by MichBBS, you acknowledge that you understand and accept these Terms and Conditions and agree to pay for these services according to the Billing Policies currently in effect. Prices, terms and conditions are subject to change and MichBBS shall endeavor to provide advanced notice of changes to pricing and/or the terms of service. Your continued use of services is your acknowledgement and agreement to payment of services.

Terms and Conditions are Subject to Change Without Notice. Your continued use of an account after a new policy has gone into effect constitutes acceptance of the policy. MICHBBS encourages you to regularly check the Terms and Conditions statements for any changes.

Warranties: DATA SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND USE OF DATA SERVICES IS AT YOUR SOLE RISK. MICHBBS EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. MICHBBS does not and cannot provide any warranty or assurances that your use of the service, nor any results, products, services or information sought or obtained by you through the service, will be uninterrupted, timely, secure, satisfactory or error-free.

Limitation of Liability: Unless otherwise required by applicable law, **NEITHER MICHBBS NOR ANY OF ITS PARENT ORGANIZATIONS, AFFILIATED ORGANIZATIONS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS WILL BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, INABILITY TO USE OR ACCESS, UNAUTHORIZED ACCESS, LOSS OF DATA OR OTHERWISE.** You agree to release, indemnify and hold harmless MICHBBS (and its parent organizations, affiliated organizations, directors, officers, employees and agents) for any damages suffered by you (or parties claiming through you) from and against any claim or demand in any way arising out of or related to your use of the service, including, but not limited to, loss of data from delays, non-deliveries, missed deliveries, or service interruptions (including any caused by MichBBS' own negligence), the circuit provider's negligence, an Act of God, or your own error and/or omissions. Any advertised special as seen in newspapers, magazines, etc. is subject to final written approval by MICHBBS before the same is binding on MICHBBS. Unless otherwise required by applicable law, any liability of MICHBBS to you (if applicable after taking into account the limitations of liability set forth in these Terms and Conditions) will be limited to the amount you actually paid MICHBBS for the service (net of taxes and other third party charges) during the six (6) months prior to the event giving rise to such liability.



MichBBS Services May Only Be Used for Lawful Purposes: Transmission of any material in violation of any federal or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material, libelous or disparaging material, or material protected by trade secret. You agree to indemnify and hold harmless MICHBBS (and its parent organizations, affiliated organizations, directors, officers, employees and agents) from any claims resulting from your use of this service that damages you or another party. At our discretion, MICHBBS may revoke your access at its discretion for inappropriate usage coming to the attention of MICHBBS.

Notifications of Unlawful Use and Suspension of Services: Should MichBBS or any of its subsidiaries or affiliates receive notification from a federal or state authority that any user of MichBBS services is unlawfully using MichBBS services, MichBBS shall notify user of such notification and demand the user cease use of its services for unlawful purposes.

SPAM (Email Junk Mail): MICHBBS does not condone the sending of SPAM (bulk email advertisements) by its subscribers. If complaints are received, a notice will be sent to the offending subscriber advising that they must cease sending SPAM from MichBBS email server. A subscriber's continued "spamming" practice shall be just cause for termination of the subscriber's service connection with MICHBBS and may be permanent.

Information Via the World Wide Web: Use of any information obtained via this service is at your own risk. MICHBBS specifically denies any responsibility for the accuracy or quality of information obtained through its Internet Access Services. MichBBS disclaims all liability relating to viruses the client may encounter while using services provided by MichBBS. MichBBS strongly recommends that each client use nationally recognized virus protection programs and maintain up-to-date subscriptions to maintain maximum protection.

Use of Other Networks: If you use another organization's networks or computing resources, you are subject to their respective permission and usage policies; i.e., Hotmail, Yahoo Mail, etc. **NOTE:** MICHBBS does not provide support for third-party programs or networks. MichBBS does not provide support on the device or appliance used to access its data services. We urge each client to call their respective manufacturer for support on specific devices used to access our services.

Account Changes: It is your responsibility to notify MICHBBS of any changes in the account contact information such as your name, address, and/or telephone number.

Allowing Others to Use Your Account: You are responsible for how your account is used. While you may allow others to use it, bear in mind that you are responsible for what others do when using the account.

Protocols: At this time, the use of Internet Relay Chat (IRC) is not permitted on MICHBBS systems. Clients may operate computers via Serial Line Internet Protocol (SLIP)/Point-to-Point Protocol (PPP).



Inquiry Relative to Subscriber Accounts from Federal and/or State Authorities:

From time to time, MichBBS may receive notification for information regarding specific subscriber accounts. While MichBBS observes privacy rights of its subscribers, it may be compelled to produce documents related to subscriber activity. MichBBS shall comply with State or Federal authorities' lawful demand for this information, if available, without notice to you.

Copyrights: Some information/programs located on our website are protected by copyright laws. Unless you have permission from the copyright holder, you are not allowed to redistribute this information to others, including the use of this information on newspapers, magazines, or newsletters, or on your own personal website. Claims of copyright infringement should be referred to Bart A. Hall by mail at 397 US 41 N, Carney, Michigan 49812; by telephone at 906.639.5000, Ext. 1000; or by email to bart.hall@alphacomm.net.

Privacy and Other Policies: These Terms and Conditions are subject to the privacy policies applicable to MICHBBS accounts (see www.michbbs.com under the Services, Regulated link to our tariffs and to the other policies set forth under "Tariffs, Notices and Statements" at www.michbbs.com. Those policies may be changed at any time without notice to you.

Dispute Resolution: If an error has been made on your billing, MichBBS provides for thirty (30) days for you to contact our services group to notify us of an error. Contact shall be in the form of a written claim with the specific information regarding the error or disputed charges. MichBBS representatives will review your claim and determine if the claim is valid. If you are correct, we will credit or refund the portion of the alleged erroneous portion. You are required to pay MichBBS for all undisputed charges through the evaluation process even if the resolution process requires time through the next billing cycle. Any dispute that becomes irreconcilable shall be settled through binding arbitration by an arbitrator that is within 50 miles of MichBBS' Carney, Michigan headquarters.

Terms and Conditions: These Terms and Conditions supersede all previous representations, understandings, or agreements regarding the use of the service.

Failure to observe the guidelines set forth in these Terms and Conditions can result in anything from a warning to a suspension of privileges or termination of the customer's service. Decisions of MICHBBS staff are final. MICHBBS may refer potential violations of laws to the proper authorities when required to do so by law, subpoena, or when the public safety is at stake. MICHBBS assumes no obligation to inform a member that the member's information has been provided and, in some cases, may be prohibited by law from giving such notice.

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