

## **GTMC.NET WEB SPACE USER AGREEMENT**

Version 1.1 September 1, 1996

GLENWOOD TELEPHONE MEMBERSHIP CORPORATION (herein referred to as "Glenwood") provides Web Space use on its Internet server under the trade name of GTMC.NET ("Service") subject to compliance with the terms and conditions below. PLEASE READ THIS AGREEMENT CAREFULLY. UNDER THE TERMS OF THIS AGREEMENT YOUR SIGNATURE ON THIS AGREEMENT AND YOUR PLACEMENT OF INFORMATION ON GLENWOOD'S INTERNET SERVER ACKNOWLEDGES 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 PROCEED TO PLACE ANY INFORMATION OF ANY KIND ON GLENWOOD'S SERVER.

This document contains the following sections:

1. Conditions of Use of Web Space
2. Use of GTMC.net and the Internet for Web Space
3. No Service Warranties
4. Selling on the Service
5. User Conduct on the Service
6. Failure to Comply with Terms and Conditions
7. Consumer Information
8. Price Agreed Upon
9. Miscellaneous
10. Acknowledgement and Acceptance of Terms and Conditions

PLEASE READ EACH SECTION CAREFULLY BEFORE CONTINUING.

### **STANDARD TERMS AND CONDITIONS**

#### **1. Conditions of Use of Web Space**

Use of Glenwood's server for Web Space is subject to the terms and conditions contained herein. Use of Glenwood's server for Web Space is also subject to all laws and regulations now in effect or hereinafter enacted. Any failure to comply with the terms and conditions of this agreement including any failure to comply with applicable laws or regulations shall result in termination of this agreement at the option of Glenwood and as more specifically set forth in this agreement. Termination

shall only be after 10 days notice by electronic mail, fax or regular mail unless such termination is reasonably required to protect the integrity of Glenwood's server or to comply with applicable laws or regulations in which case Glenwood may terminate this agreement immediately. In the case of any such immediate termination, Glenwood shall also simultaneously deliver notice by electronic mail, fax or regular mail. ***Resale of this disk space to any third parties is strictly prohibited. Any such resale shall be cause for immediate termination of this agreement and Glenwood shall have the right in such event to remove any part or all of your content from its server, with or without notice.*** Any questions related to this agreement shall be directed to Glenwood Telephone Membership Corporation, 510 W Gage, P O Box 97, Blue Hill NE 68930, or telephone 402-756-3131, or E-mail to info@gtmc.net.

## **2. Use of GTMC.net and the Internet**

You understand that by placing information on Glenwood's server that such information becomes available to all Internet users and that Glenwood has no way of limiting or restricting access of such information or protecting any such information from copyright infringement. You understand further that, except for information, products or services clearly identified as being supplied by Glenwood, neither Glenwood nor any of its affiliates operates or controls any information, products or services on the Internet in any way and that, except for such Glenwood's identified information, products or services, all merchandise, information and services offered or made available or accessible through GTMC.net or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Glenwood or its affiliates. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF GLENWOOD'S SERVER AND THE INTERNET. NEITHER GLENWOOD NOR ITS AFFILIATES 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 GTMC.NET OR ON THE INTERNET GENERALLY, AND WILL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION(S). 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 GTMC.NET OR ON THE INTERNET GENERALLY.

### **3. No Service Warranties**

THE SERVICE IS 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 GLENWOOD, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER GLENWOOD NOR ITS AFFILIATES WARRANTS 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 GLENWOOD, ITS AFFILIATES OR ITS CONTRACTORS 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 FOR THIRD PARTIES USE OF THE SERVICE TO ACCESS YOUR WEB SPACE, OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR AND ANY THIRD PARTIES RELIANCE ON OR USE OF INFORMATION, 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 Web Space Service purchased or with any terms, conditions, rules, policies, guidelines, or practices of Glenwood in operating the Service, your sole and exclusive remedy is to discontinue using the Service for Web Space.

### **4. Selling on the Service**

If you wish to sell information, products or services on the Internet, all sales or transactions shall be solely your responsibility and Glenwood makes no warranties, express or implied, of the fitness of this medium for making such transactions. Any risks of payment or security of codes or numbers used in making payment shall be your sole responsibility. You agree that all information you provide to any prospective purchaser of information, products or services will be accurate, complete and current. You agree to contract for and pay any and all charges incurred by reason of your acceptance of credit cards or other payment mechanisms commercially available for payment of

purchases of your information, products or services. You also will be responsible for collecting and remitting any applicable taxes relating to sales consummated as a result of your use of Glenwood's Web Space. You acknowledge and agree that Glenwood Telephone Membership Corporation cannot guarantee the security of any prospective purchaser's credit card or other payment mechanism information used to make purchases on the Service. You specifically agree to indemnify and hold harmless Glenwood and its affiliates from any damages of any kind resulting from your placement of information on Glenwood's server.

## **5. User Conduct on the Service**

While using the Service, you may not:

5.1 restrict or inhibit any other user from using and enjoying the Internet;

5.2 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;

5.3 post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;

5.4 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);

5.5 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. copyright laws.

Glenwood has no obligation to monitor the Service. However, you agree the Glenwood 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. Glenwood will not intentionally monitor or disclose any private electronic-mail message unless required by law. Glenwood 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. In addition, Glenwood may terminate the Service if, in

its sole judgment, you have violated any of these conditions pertaining to User Conduct.

## **6. Consumer Information**

You understand and agree that, unless you notify Glenwood Telephone Membership Corporation to the contrary by calling 402-756-3131, Glenwood may publish your name and other consumer related information in one or more directories which may be accessed by other Internet users; in addition, unless you notify Glenwood to the contrary as provided above, Glenwood may make such information available to third parties from time to time. You understand further that merchants and consumers on GTMC.net and the Internet in general may have access to such information any 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. All risks of copyright infringement or other legal protection of your information is your sole responsibility.

## **7. Failure to Comply with Terms and Conditions**

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

## **8. Price Agreed Upon**

**You agree to pay the price(s) set forth in Exhibit "A" attached hereto and made a part hereof by this reference. Any change in the prices shall only be effective upon 30 days notice given by Glenwood by electronic mail, regular mail or fax unless otherwise mutually agreed upon by the parties.**

## **9. 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.

Glenwood'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.

Glenwood may modify the terms of this Agreement from time to time by placing a notice of such modification electronically in your electronic mailbox on the Internet. Your continued use of the Service following notice of such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check your electronic mailbox 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, provided however that if such modification is a modification of price any changes in price shall not be effective for a period of thirty days following the placement of such notice. 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. 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. This Agreement constitutes the entire agreement between you and Glenwood with respect to your use of Web Space.

## **10. Acknowledgement and Acceptance of Terms and Conditions**

By placing and continuing to maintain or place information on Glenwood's server you are stating and acknowledging that you have read the aforementioned Terms and Conditions and that you understand such Terms and Conditions and agree to abide by them.

**11. Special Terms and conditions**

This agreement is specifically subject to the special terms and conditions set forth on Exhibit "B" attached, if any.

Glenwood Telephone Membership Corp.

\_\_\_\_\_  
(Printed Company or Individual Name)

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_