



## **Internet Service Agreement**

### **1. Introduction**

Tremolo Communications, powered by ECTC provides its Internet services, as they may exist from time to time, ("Services") to all end users who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Services ("Users"). By using the Services or by establishing an account, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy and other user policies.

If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the Services, and if you are a current User, you must terminate your use of the Services under Section 10.

### **2. Subscription Requirements**

Users must be at least 18 years old. Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges.

Tremolo Communications is not responsible for any long-distance, toll or other telecommunications charges you incur. Toll-free (800 #) and international access costs are extra. These rates may be obtained by calling 218-763-3000. Tremolo Communications reserves the right to change prices and institute new fees at any time upon 30 days prior notice

### **3. Payment Obligations of a Member**

- (a) Users must (i) provide Tremolo Communications with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report Tremolo Communications all changes to this information within thirty (30) days of the change. Users are responsible for all charges to their account.
- (b) Users having questions regarding charges to an account, should contact Tremolo Communications, Customer Service Department at 218-763-3000. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.
- (c) Charges are often billed to Users' credit cards or debit cards, as applicable,



each month for the basic service and any additional usage or services. Tremolo Communications is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Tremolo Communications.

- (d) If paying by check, payments are due within 30 days after the month in which the charges are incurred.
- (e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid through the prepayment plan.
- (f) If you purchase Services through a reseller who in turn pays Tremolo Communications the reseller must pay all amounts owing for your account. If the reseller fails to pay Tremolo Communications any amounts due—whether you have paid the reseller—your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.
- (g) Delinquent accounts may be suspended or canceled at Tremolo Communications' sole discretion; however, charges will continue to accrue until the account is canceled. Tremolo Communications may bill an additional charge to reinstate a suspended account.

#### **4. Member's Account, Password, and Security**

Users receive a username, password, and account designation upon registration. You and members of your household or business, if you have purchased a business account, are the only authorized users of your Tremolo Communications account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify Tremolo Communications within 24 hours of discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 30MB in size may, at Tremolo Communications discretion, be transferred to a compressed temporary file or storage. Tremolo Communications may delete the temporary file from the server 60 days after notifying you. Any free Web site exceeding 25MB may be suspended until the User brings the disk space usage under 25MB or less or additional megabytes are purchased. Any free Web site exceeding 250MB of traffic will be billed for excess traffic. You may establish a commercial or high-volume account by calling 218-763-3000.

Usernames, passwords, and email addresses are Tremolo Communications property and Tremolo Communications may alter or replace them at any time.

#### **5. Monitoring the Services**

Tremolo Communications has no obligation to monitor the Services, but may do



so and disclose information regarding use of the Services for any reason if Tremolo Communications, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Users. Please see our Privacy Policy. Tremolo Communications may immediately remove your material or information from Tremolo Communications servers, in whole or in part, which Tremolo Communications, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy. Tremolo Communications reserves the right to monitor bandwidth usage of any circuit and bill overages based upon acceptable usage levels. 35 gigabytes (GB) per month is considered acceptable on a 1-megabit (Mb) connection. Overages are based on this amount and will be billed at \$10 per GB per month over the allowed amount. All circuit speeds are based on this amount, for example a 5Mb circuit is allowed 5 times 35GB, or 175GB per month. In certain cases, a circuit may be suspended or reduced in capacity if the allowed monthly bandwidth usage amount is exceeded.

## **6. Disclaimer of Warranties and Limitation of Liability**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY TREMOLO COMMUNICATIONS DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. TREMOLO COMMUNICATIONS HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TREMOLO COMMUNICATIONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. TREMOLO COMMUNICATIONS MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH TREMOLO COMMUNICATIONS OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY TREMOLO COMMUNICATIONS OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. TREMOLO COMMUNICATIONS AND ITS EMPLOYEES ARE



NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, TREMOLO COMMUNICATIONS CUMULATIVE LIABILITY TO ANY MEMBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE-YEAR PERIOD.

## **7. Website Usage**

Our site on the World Wide Web with its homepages in the domain "[www.tremolo.net](http://www.tremolo.net)" or any other site operated by Tremolo Communications (the "Web site") is a complimentary information service offered by Tremolo Communications at no charge to users. We may provide links on the web site to other web sites which are not under our control. In general, any web site which has an address (or URL) which does not contain "[www.tremolo.net](http://www.tremolo.net)" is such a web site. These links are provided for convenience only and are not intended as an endorsement by Tremolo Communications of the organization or individual operating the web site or a warranty of any type regarding the web site or the information on the web site.

You may provide a hypertext link to our web site on another web site, provided that: (a) the link must be a text-only link clearly marked "Tremolo Communications Web site", (b) the link must "point" to the URL "<http://www.tremolo.net>" and not to the other pages within the web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademarks, (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Tremolo Communications (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) Tremolo Communications, powered by ECTC may revoke consent to link to our Web site at any time in its sole discretion. All other hypertext links to the Web site must be approved in writing by Tremolo Communications, powered by ECTC.

Some portions of the web site may be made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Tremolo Communications. Tremolo Communications assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Tremolo Communications harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Tremolo Communications from any



claims made by third parties regarding the material that you provide. Personal information posted by you to the web site is posted at your own risk. Tremolo Communications will have no liability arising from use of that information. You shall not use the web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload, or otherwise introduce a virus or other harmful code onto the web site.

Your posting of material on the Web site or providing material to Tremolo Communications to use on the web site will be deemed to be a grant by you to Tremolo Communications of a perpetual, irrevocable, worldwide, nonexclusive license to the material to include the material on the web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## **8. Term of Agreement**

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services, and, if you are a User, to terminate your account.

## **9. Termination**

You may terminate your account at any time and for any reason by providing notice of intent to terminate to Tremolo Communications by calling our office at 218-763-3000 and speaking to one of our Customer Service Representatives. Email termination of your basic Internet access account will not be accepted. To terminate DSL service, you must call our office and make arrangements with our staff. To terminate additional services, such as extra email boxes or web site hosting, you may send an email to [info@tremolo.net](mailto:info@tremolo.net). Your termination will only be complete upon your receipt of a confirmation contact from Tremolo Communications. Charges to your account will stop accruing the day Tremolo Communications provides you a confirmation email. Any incoming email sent to cancelled accounts will not be forwarded to another account; instead, it will be bounced back to the sender. If your account included space on Tremolo Communications servers, anything stored on this space will be deleted upon termination.

Without prior notice, Tremolo Communications may terminate this Agreement, your password, your account, or your use of the Services, for any reason,



including, without limitation, if Tremolo Communications, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy or any of the applicable user policies, or if you fail to pay any charges when due. Tremolo Communications may provide termination notice to you by email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Section 3, the third paragraph of Section 4, and Sections 6, and 10 of this Agreement shall survive termination of this Agreement.

## **10. Miscellaneous**

This Agreement, the Acceptable Use Policy, the Privacy Policy, and Tremolo Communications other user policies posted on Tremolo Communications website constitute the entire agreement between you and Tremolo Communications with respect to your use of the Services.

Tremolo Communications may revise, amend, or modify this Agreement, the Acceptable Use Policy, and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective thirty (30) days after Tremolo Communications posts notice on its Web site (<http://www.tremolo.net>) and/or by email and/or in our various publications and mailings to Users.

This Agreement is governed by Minnesota law without regard to conflict of law provisions.

The federal and state courts located in Minnesota alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such courts sitting in Minnesota with respect to such matters or otherwise between you and Tremolo Communications and waive your rights to removal or consent to removal.