

SECOM Website Terms of Use

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Acceptance of the Terms of Use

Welcome to SECOM, INC. (SECOM) website. Please read this carefully. You are agreeing to this Acceptable Use Policy (AUP) when you visit and interact with sites sponsored by SECOM, or if you buy services from SECOM or if your Service Agreement or the nature of your use of our Services makes this AUP applicable. Your use of Service(s) may be suspended or terminated for violation of this AUP. We reserve the right, at our discretion, to update or revise this policy, any other policy or statement on our websites. Please check back periodically to review any changes to this policy.

SECOM, INC. provides telecommunications, broadband, web hosting and related services to residential customers, businesses, governments, schools & libraries, enterprise and other qualified customers. SECOM does not offer and does not intend to offer any services to any customers who are less than 18 years of age and qualify to receive such services according to SECOM's tariffs, service-specific agreements, AUP and related documentation and in SECOM's sole discretion consistent with applicable law. These services and the information on SECOM's website(s) are offered only to qualified users who reside within SECOM's service territory within the state of Colorado. By using any SECOM website or services, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use any SECOM website or services.

1. Accessing the Website, Account Security, Acceptable Use for Website and/or SECOM Services
 - 1.1. We reserve the right to withdraw or amend this Website, and any SECOM Service or material we provide on the Website, in our sole discretion and, where permitted, without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.
2. You are responsible for:
 - 2.1. Using this site and our Services in accordance with the terms of this policy and your SECOM Service Agreement, and in accordance with all applicable laws and regulations, tariffs and policies;
 - Using this site and/or our Services in a lawful manner;

- Ensuring that you do not use this site or our Services in any manner that could damage, disable, overburden or impair the operation of this site, our Network or Services, or in any other way negatively impacts SECOM; and
- Ensuring that all persons who access the Website through your Internet connection are aware of these Terms of Use and comply with them.

2.2. Prohibited activities include, but are not limited to the following:

- Any attempt to use or gain unauthorized access to any data, network services, any SECOM Services, any accounts, equipment, web hosts, servers, routers, or networks of others, or to breach security or authentication measures without express authorization of the owner of the system or network, or use or transmit or cause any communications through any third party networks without appropriate authorization;
- Any attempt to break into, test, scan, probe, or otherwise attempt to locate, determine, investigate or probe any real or perceived vulnerability of our system or Network without our prior written consent;
- Monitoring data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user of the SECOM or other network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system, and broadcast attacks;
- Use of an Internet account or computer without the owner's authorization;
- Collecting or using e-mail addresses, screen names, or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting);
- Use of any false, misleading, or deceptive TCP-IP packet header information in an e-mail or a newsgroup posting;
- Collecting or using information without the consent of the owner of the information;
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- Interfering with the Services or another's use of Services in any way;
- Use any forged, false or misleading number identity, email header, invalid or non-existent domain names in email or postings nor employ techniques to hide, obscure or counterfeit the source of e-mail or other posting;

- Collect or use information without the consent of the owner or use email addresses, screen names or other identifiers without the consent of the person identified;
- Use of the service to distribute software that covertly gathers information about a user or covertly transmits information about the user;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards (located at www.secom.net/legal/) set out in these Terms of Use;
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- Reselling services that are not available for resale;
- Use of the service for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems;
- Has a negative effect on our business, Network or Service delivery (including, without limitation, overloading servers; causing any portion of our network to be blocked by other network providers; generating unresolved third party complaints or complaints which, in our discretion, impose an unreasonable administrative burden on the company; etc); or
- Any conduct that is likely to result in retaliation against the SECOM network or Web site, or SECOM employees, officers, or other agents, including engaging in behavior that results in any server being the target of a denial of service attack (DoS).
- We reserve the right to take all legal and technical steps available to prevent the foregoing activities from being conducted using the Services, including the right, without prior notice, to monitor content and traffic patterns, perform vulnerability tests on systems residing on our IP address space, or to quarantine servers or Customer accounts if circumstances require. Such testing may include, but is not limited to, testing of mail and Internet servers or proxy servers for unrestricted third party relaying. We will use commercial reasonable efforts to ensure that such testing will not adversely affect Services or compromise service performance or the security of the networks. Customer may be required to correct any system vulnerability upon notification and/or suspend or terminate operations of a known compromised system.

- Any failure by us to enforce this policy in every instance in which it might have application does not amount to a waiver of our rights.
- 2.3. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy which is available at www.secom.net/legal/, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.
- 2.4. If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- 2.5. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms of Use.
3. Intellectual Property Rights
- 3.1. The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.
- 3.2. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:
- 3.3. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- 3.4. You may store files that are automatically cached by your Web browser for display enhancement purposes.

- 3.5. You may print [or download] one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- 3.6. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- 3.7. If we provide social media features with certain content, you make take such actions as are enabled by such features.
- 3.8. You must not:
- 3.8.1. Modify copies of any materials from this site.
 - 3.8.2. Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
 - 3.8.3. Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.
 - 3.8.4. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.
 - 3.8.5. If you wish to make any use of material on the Website other than that set out in this section, please address your request to: info@secom.net.
- 3.9. If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

4. Trademarks

- 4.1. The Company name, the terms “Forte” and “Native Ethernet”, the logo



and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

5. Copyright Infringement

5.1. If you believe that any User Contributions violate your copyright, please see our Copyright Policy at www.secom.net/legal/ for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

6. Reliance on Information Posted

6.1. The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

6.2. This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

7. Changes to the Website

7.1. We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

8. Information About You and Your Visits to the Website

8.1. All information we collect on this Website is subject to our Privacy Policy located at www.secom.net/legal/. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

9. Linking to the Website and Social Media Features

9.1. You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part[without our express [written] consent.

9.2. This Website may provide certain social media features that enable you to:

9.2.1. Link from your own or certain third-party websites to certain content on this Website.

- 9.2.2. Send e-mails or other communications with certain content, or links to certain content, on this Website.
- 9.2.3. Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.
- 9.3. You may use these features solely as we provide them and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:
 - 9.3.1. Establish a link from any website that is not owned by you.
 - 9.3.2. Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
 - 9.3.3. Link to any part of the Website other than the homepage.
 - 9.3.4. Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.
 - 9.3.5. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.
- 9.4. We may disable all or any social media features and any links at any time without notice in our discretion.

10. Links from the Website

- 10.1. If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

11. Geographic Restrictions

- 11.1. The owner of the Website is based in the state of Colorado in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

12. Disclaimer of Warranties

12.1. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

12.2. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

12.3. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

12.4. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Limitation on Liability

13.1. IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

13.2. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Indemnification

14.1. You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

15. Governing Law and Jurisdiction

15.1. All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

15.2. Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver and County of Denver, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all

objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

16. Limitation on Time to File Claims

16.1. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, You waive (in other words, give up) the right to commence any proceeding against SECOM if the relevant events occurred more than one year earlier. This waiver is not enforceable, and the normal statute of limitations in your area will apply, if you notified SECOM in writing of the events giving rise to the proceeding within one year of their occurrence.

17. Waiver and Severability

17.1. No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

18. Severability

18.1. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

19. Your Comments and Concerns

19.1. This website is operated by SECOM, INC.

19.2. All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy located at www.secom.net/legal/ in the manner and by the means set forth therein.

19.3. All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to:
webmaster@secom.net.

Thank you for visiting the SECOM, Inc. Website.