

# Terms of Service Agreement

UPDATED 02-FEBRUARY-2023

## All Users Are Bound By The Terms of Service

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, 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 MAY NOT ACCESS OR USE THE SERVICE.

## Warranty Disclaimer

**THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.**

Central Coast Internet (aka **CCI**) exercises no control whatsoever over the content of the information passing through Central Coast Internet (**CCI**) system. Use of any information obtained via Central Coast Internet (**CCI**) is at User's risk. Neither Central Coast Internet (**CCI**) nor any of its affiliates, its licenser's, its contractors or their respective employees warrant that the Service will be uninterrupted or error free; nor does Central Coast Internet (**CCI**) make any warranty as to the results from use of the Service.

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, NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY Central Coast Internet (**CCI**), ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER Central Coast Internet (**CCI**) NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES 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, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

## Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL **CCI**, ITS AFFILIATES, ITS LICENSEES, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE USE THE SERVICE OR TO ACCESS THE WORLD WIDE WEB OR ANY PART THEREOF, OR USER'S 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, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHEHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT CCI IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF AGREEMENT, **CCI** LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of **CCI** in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

## **Indemnification**

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold Central Coast Internet (**CCI**), its affiliates, its licensees, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense including without limitation attorney's fees and cost of litigation incurred or suffered by **CCI**, its licensees, its affiliates, its contractors, or their respective employees as the result of any and all use of the User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify **CCI** in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and **CCI** shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

## **Age Limit**

User represents Central Coast Internet (**CCI**) that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18. It is the sole responsibility of the user to supervise and protect any minor children from content that may be inappropriate for that minor child.

## **Sexually Explicit Materials**

User understands that the World Wide Web contains unedited materials, some of which are sexually explicit or may be offensive. User accesses such material at his or her own risk. Central Coast Internet (**CCI**) has no control over and accepts no responsibility whatsoever for such materials.

## **Messaging**

User agrees to limit their use of the Central Coast Internet (**CCI**) service, specifically regarding the use of Central Coast Internet electronic (email) services, to the following restrictions:

## **Unauthorized Use of Relay Servers**

User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

## **Fraudulent Addressing**

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered, is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the Central Coast Internet (**CCI**) service.

## **Fraudulent Content**

User agrees to be held responsible for the distribution of fraudulent materials.

***VIOLATION OF ANY OF THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES.***

## User May Not

Restrict or inhibit any other user from using and enjoying the Internet; 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; post on webspace provided any sexually explicit materials or materials that may be offensive; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component; 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); 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; upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto; send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING"); allow users to run Maillist, Listserv from User's account; run or activate processes while User is not logged in; violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity; or violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account. Central Coast Internet (**CCI**) has no obligation to monitor the Service. However, User agrees that Central Coast Internet (**CCI**) has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Central Coast Internet (**CCI**) will not intentionally monitor or disclose any private E-mail message unless required by law. Central Coast Internet (**CCI**) reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. Central Coast Internet (**CCI**) reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of Central Coast Internet (**CCI**) following payment of a reconnection charge, to be determined by Central Coast Internet (**CCI**) in its sole and absolute discretion.

## Terms of Payment

A credit card User agrees to allow "Central Coast Internet" (**CCI**) to bill his or her card on each successive billing date without obtaining User's permission after the initial charge. User's account will be charged monthly. User may cancel the account (see "Right to Cancel") prior to the 1st of the month. A credit card User shall notify Central Coast Internet (**CCI**) of any changes in credit card number or expiration date. If the card is not honored for any reason, a \$15.00 fee is automatically charged to User's account. Central Coast Internet (**CCI**) will rerun the credit card one time on a later date. If card is still not honored, an attempt to notify the card holder by using the telephone information given at sign-up or by E-mail and to get a different form of payment if alternative billing has not been established. If the account holder cannot be reached the account will be terminated. Restoring the account will be subject to a reconnection fee of \$25.00. Any user whose service is terminated due to nonpayment will be subject to a reconnection fee of \$150.00, wireless or website; \$75, email only.

Services that are provided under a separate written contract will be subject to the terms of that written contract. This will include early termination charges.

Central Coast Internet (**CCI**) maintains the right to terminate Service for any unpaid subscriptions. Termination of Service shall not relieve User from the obligation to satisfy outstanding invoices. In the event Central Coast Internet (**CCI**) utilizes an attorney or other collection agency to collect any unpaid amounts, User shall be responsible for the payment of all of Central Coast Internet (**CCI**) fees and costs associated with the collection of these sums.

Central Coast Internet (**CCI**) reserves the right to change prices at any time without prior notice to it's customers or the public. Price changes will not be retroactive for existing customers.

## **Purchases on the Service**

If User wishes to make purchases on the Service, User may be asked by the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

## **Right to Cancel**

Central Coast Internet (**CCI**) reserves the right to cancel Service for any reason without prior notice. Central Coast Internet (**CCI**) will not refund any setup, sign up, or handling fees. Cancellations after the first day of the month will be charged for that month.

## **Non-transferable**

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's login and password information. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

## **No System Backup**

Central Coast Internet (**CCI**) does not and will not perform system backups on any User's E-mail account(s). Central Coast Internet (**CCI**) shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Central Coast Internet (**CCI**) will not provide historical data, to any party for any reason, regarding any system or Internet activity. Central Coast Internet (**CCI**) does not and will not perform system backups on any User's personal web site account(s). Central Coast Internet (**CCI**) shall not be held responsible for any lost web data, web files, or any web site contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, Central Coast Internet (**CCI**) will not provide historical data, to any party for any reason, regarding any system or Internet activity unless compelled by law.

## **Failure to Comply With Terms and Conditions**

Central Coast Internet (**CCI**) may deny User access to all or part of the Service without notice if User engages in any conduct or activities that Central Coast Internet (**CCI**) in its sole discretion believes violates any of the terms and conditions in this Agreement. If Central Coast Internet (**CCI**) denies User access to the Service because of such a violation, User shall not have the right to (1) access any materials stored on the Internet through Central Coast Internet (**CCI**), (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through Central Coast Internet (**CCI**), and Central Coast Internet (**CCI**) 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.

## Purchases on the Service

If User wishes to make purchases on the Service, User may be asked by the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes and/or shipping charges relating to purchases on the Service.

## 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. Central Coast Internet's (**CCI's**) failure to insist upon or enforce strict performance of any provisions 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. Central Coast Internet (**CCI**) may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of law provisions. Any cause of action User 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. Central Coast Internet (**CCI**) shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, dire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond the reasonable control of Central Coast Internet (**CCI**). Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming Central Coast Internet (**CCI**) as the defendant, shall be proper only in a venue determined by Central Coast Internet (**CCI**). In any action between Central Coast Internet (**CCI**) and User to enforce any of the terms of this Agreement, Central Coast Internet (**CCI**) shall be entitled to recover expenses, including reasonable attorney's fees.

*This Agreement constitutes the entire agreement between User and Central Coast Internet (**CCI**) with respect to the Service.*