

Terms of Service and Acceptable Use Agreement

This Agreement is between Cramer IT Consulting, Inc. (Cramer IT) and all users of its Internet services (Service). Please read this Agreement carefully. Failure to adhere to this Agreement may result in limiting or suspending your Internet access without notice. If you do not wish to be bound by this Agreement, then you may not access our Service. If you access our Service, then you have entered into this agreement as if you had signed it.

General Information

All Internet Service Providers (ISPs) place similar conditions on the use of their services. Cramer IT understands that “proper” use of Internet access can seem subjective, unclear, or confusing. It is certainly not our goal to punish someone for finding creative new ways to use technology. Rather, we want to help you maximize the quality of your Internet experience and be able to stop the few who intentionally and repeatedly abuse the network and its other users. If you have any questions about this agreement or suggestions for improving it, we welcome your comments – please call us at (319) 358-7525.

Please understand that there are billions of websites, email accounts, news groups, and other pieces of content available on the Internet. Cramer IT cannot and does not exercise editorial control over any of this material, nor do we scan or monitor what our users are viewing. However, we reserve the right to block access to any content which, in our sole discretion, may be illegal, subject us or a property owner or manager to liability, or which may violate this Agreement.

Cramer IT will always cooperate with legal authorities and property owners to investigate any crime or wrongdoing perpetrated using the Internet. Information transmitted through our Service, and through the Internet in general, is not confidential. We cannot and do not guarantee the privacy or protection of any user. You should not assume a right to privacy beyond what is explicitly granted to you by law.

Cramer IT reserves the right to make changes to this Agreement from time to time at its sole discretion. You are still responsible for checking for modifications from time to time and for complying with any modifications. Continued use of our Service is deemed to be your acceptance of any modifications. The current version of this Agreement can be found at <http://www.cramerit.com/EULA>.

In addition, you agree to be bound by the current policies set forth at <http://www.business.att.com/aup/>. You also agree to be bound by the rules, regulations, and policies of any network, bulletin board, web site, or Internet Service Provider accessed through our Service.

Therefore, by using your Internet access from Cramer IT, you agree to abide by the following:

Your Responsibility of Use

1. You are responsible for obtaining, installing, configuring, and maintaining the equipment necessary to access and use our Service. This includes any necessary system or software upgrades, patches, or other fixes, which are or may become necessary to access our Service and to operate your computer.
2. You are responsible and assume all liability for all content distributed, accessed, or viewed through your access to our Service. This is still true even if you decide to let another person use your access to our Service – you assume all liability for that person's activities, and a violation by that person is treated as a violation by you. We strongly recommend that you supervise any other person using your access, especially someone under the age of 18.
3. You are responsible to own, install, and at all times maintain up-to-date virus software and definition files on any computer that you connect to our Service. If you are not comfortable with virus software installation and configuration, please call us at (319) 358-7525 and ask us about our virus updating services.
4. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on (or settings for) your modem and/or router. Cramer IT is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or on your computer.
5. You must provide complete and accurate user information to Cramer IT upon request in order to use our Service. Falsifying such information is prohibited. You agree to notify Cramer IT if you move or otherwise change your mailing address or phone number and thereafter continue to use our Service.
6. You are responsible for the confidentiality of your password(s). You are responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, User IDs, aliases, and passwords on your modem and/or

router and firewalls, to protect your information. We are not responsible in the event that any party changes the information on your account, including without limitation, your aliases, User IDs, passwords, or security information. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE.

7. You agree to notify Cramer IT as soon as you become aware of an unauthorized use of your account and/or any violation of this Agreement by someone using our Service.

Limitation of Our Liability

8. We assume no liability for your use of our Service. Under no circumstances shall Cramer IT or our officers, directors, agents, providers, contractors, or our employees be liable, in part or in whole, for any damages which result in any way from your use of, or inability to use, our Service. You agree to indemnify and hold harmless the aforementioned from any claims, losses, costs, liability, damages, and expenses. This includes, but is not limited to, all direct and indirect damages, special, punitive, or consequential damages that may result from busy signals, errors, delays in our Service, deletion of files, non-deliveries, mis-deliveries, viruses, theft, acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor and transportation, or alteration of a user's computer.

Warranty Disclaimer

9. No warranties are made regarding our Service. We do not guarantee that our Service will be uninterrupted or error free. Our Service is provided on an “as is” and “as available” basis. No advice given by Cramer IT, its directors, officers, affiliates, contractors, or employees shall create a warranty.
10. You understand that bandwidth is provided on a per-line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number, types, and configuration of computers or devices using our Service and the type of use (e.g., streaming media or downloading larger files, etc.), network or Internet congestion, and/or the condition of your telephone line and the wiring inside your location, among other factors.

Prohibited Use

11. You may not use our Service to do anything which may result in civil or criminal liability. This includes, without limitation, accessing, viewing, storing, collecting,

transmitting, reproducing, or posting information, email, or material that:

- a. is illegal or advocates, promotes, encourages, or invites conduct of a criminal nature, that would give rise to civil liability, or that otherwise violates any local, state, national, or international law or regulation;
 - b. would give rise to liability under the Computer Fraud and Abuse Act;
 - c. is harassing, threatening, hateful, or abusive;
 - d. is sadistic, cruel, or racist in nature or promotes bigotry, hatred or racism;
 - e. is defamatory, libelous, slanderous, or scandalous;
 - f. is obscene, pornographic, or profane;
 - g. infringes upon patents, copyrights, trademarks, trade secrets, patent restrictions, or any other intellectual property;
 - h. contains credit card, debit card, banking numbers or other financial data for a fraudulent or illegal purpose, or that would permit others to use such data fraudulently or illegally;
 - i. contains information about minors without consent from parents or legal guardians of such minors;
 - j. contains the health, financial, or other personal or private information about another person without the informed consent and permission of that person; or
 - k. constitutes a virus, worm, Trojan horse, cancelbot, or any other component that is harmful to the property of others.
- 12.** You may not use our Service to do anything abusive or that violates the privacy or property rights of others, as determined by Cramer IT, including but not limited to:
- a. sending or posting unsolicited bulk email or advertisements (“spam”);
 - b. posting messages, articles, or content to any Usenet or newsgroup, forum, or email list which, according to the owner, administrator, or publisher of such, are off-topic, inappropriate, offensive, threatening, or otherwise prohibited;
 - c. sending or posting chain letters, surveys, contests, or charity requests via our Service;
 - d. participating in a pyramid scheme, defined as an operation in which an email recipient is encouraged to send money to a list of several people, replace one name on the list with his/her own, and forward the e-mail in bulk to others;
 - e. hacking “warez” or conducting attacks including denial of service, mailbombing, flooding, overloading, or otherwise interfering with a system or network;
 - f. adding, removing, or modifying identifying network header information;
 - g. forging message headers;
 - h. doing any of the following:
 - accessing our system or network equipment,
 - monitoring data or traffic,
 - probing, scanning, or testing firewalls,
 - testing the vulnerability of a system or network, or accessing an account, message, or file which does not belong to you;
 - i. attempting to undermine, tamper with, breach, or violate the security or authentication routines of any computer network including that of Cramer IT; or
 - j. doing anything that disrupts the normal use of our Service for other users.
- 13.** You may use our Service to operate server programs, but you may not operate anything in an “open relay” configuration. Unless you have specifically purchased a “dedicated” Service, server applications may not always work well or sufficiently for their intended design and use.
- 14.** You may not sell, resell, assign, sub-license or transfer any rights, access to, or obligations of our Service without the express, written consent of Cramer IT Consulting, Inc. You may not broadcast Router Internet Protocol (RIP).
- 15.** You may not loan your password to others in order to permit them to gain access to our Service.
- 16.** You may not use our Service to solicit other tenants or offer competing services.

Our Rights

- 17.** While Cramer IT will not intentionally monitor nor disclose any private electronic communications or email messages, you agree that Cramer IT does have the right to monitor our Service and disclose any information as required to satisfy any law, regulation, government request, to operate our Service properly, or to protect itself or other parties.
- 18.** You agree that Cramer IT may prioritize certain types of data using our Service and that your ability to establish and maintain a connection to a particular web site or server may be limited in order to manage general bandwidth availability for all users. You agree that any limits that Cramer IT establishes may vary for different kinds of connections and that Cramer IT has the right to adjust these limits at any time at its sole discretion.
- 19.** You agree that any commercial web page or site you publish is intended for “dedicated” bandwidth internet service provision. Any commercial web page or site you

publish without buying “dedicated” service is not guaranteed to have sufficient bandwidth available as may be desired by you to serve your purposes for that web page or site.

- 20.** Cramer IT has the right to restrict or suspend your Service if we determine your usage of our Service is a threat to network stability and the ability of other tenants to enjoy Internet access. You expressly agree that Cramer IT shall not be liable to you or parties interacting with you for any damages resulting from our enforcement of this provision. You agree to indemnify and hold harmless Cramer IT, its officers, employees, agents, and shareholders for any cause of action arising out of your use of our Service.

Severability

- 21.** If any provision of this Agreement is found to contradict federal, state, or local laws, the remaining provisions will remain in full force and effect.
- 22.** Our 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 of any party nor trade practice shall act to modify any provision of this Agreement.

Disputes and Governing Law

- 23.** Any disputes with Cramer IT will be governed by the laws and courts of the State of Iowa. You agree that any controversy or claim between you and Cramer IT arising out of or relating to this Agreement shall be settled exclusively by arbitration, in accordance with the commercial arbitration rules, then in force, of the American Arbitration Association. The arbitration must be held in Johnson County, Iowa. The arbitration award shall be final and binding on both parties, and the prevailing party in such action shall be entitled to its attorney's fees and costs including those incurred by any appeal.

Additional Resources

- 24.** We encourage you to help keep the Internet a resource to be enjoyed by everyone. Therefore, we welcome your participation in the fight against abuse through the following websites:
- <http://spam.getnetwise.org>
 - <http://www.cauce.org>
 - <http://www.abuse.net>