

Nemont Data Service Terms & Conditions

Revised 5/27/2020

Definitions

The following terms shall have the meanings set forth below:

Nemont - Nemont Communications Inc. dba Nemont, PO Box 600, Scobey, MT 59263

Customer - the responsible party or end user

Service - Nemont Data Services

General:

The Data Service is being provided to the customer by Nemont. The customer acceptance of Data Service constitutes an agreement of the terms and conditions contained herein and agree to be bound by and adhere to them upon the delivery of said services. The customer also acknowledges that they are 18 years of age or older and are the responsible party of the service account. As the responsible party, the customer is accountable for all charges incurred by the use of the username they have selected, and the password assigned. The customer is responsible for contacting Nemont to discontinue service. This can be done via the phone, voice message, email or written notice. The customer is responsible for any charges incurred up to the shut off.

Customer Responsibilities:

The customer hereby agrees to...

1. To review the current terms and conditions.
2. To provide Nemont with accurate and truthful registration information and keep the information current while using the Service.
3. Will not post, publish, transmit, reproduce, resell, distribute, or in any way exploit any services or information provided by Nemont.
4. The security of the customer's data and equipment is your sole responsibility. Nemont does not provide "firewall" protection; firewall protection is the responsibility of the customer.
5. The customer is responsible for customer owned LAN premise equipment, including; Ethernet or Wireless Card or Adapters, Switches, Computers, Routers or additional inside wiring required to secure or stabilize service delivery. Time and materials will be charged to the customer in the event that dispatch is the result of customer owned equipment or wiring.
6. Any equipment not purchased from Nemont is not supported by Nemont. If dispatch is requested and the problem is determined to be that of customer owned equipment, whether purchased from Nemont or not, the customer will be responsible for all service charges. Nemont offers no warranty on equipment it sells as this is a manufacturer's obligation. ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY EXCLUDED.
7. Will not introduce viruses, worms or any other harmful code on to the Internet.
8. To accurately address information sent using the Data Service.
9. To obtain and provide all required permissions to lawfully download, receive, send, display, distribute or execute works protected by intellectual property laws including copyright and patent laws. Nemont will notify the customer upon reported violation of [DMCA Copyright Infringement](#) and violation therein, can result in service disruption or termination.
10. Will not use the Service for any criminal or illegal activities, or post information deemed legally actionable
11. Will not use the Service for spamming, flaming, nuking or hacking or to otherwise obtain unauthorized access to Nemont's network or other networks.
12. To defend, indemnify, and hold Nemont harmless from any claim for damages, expenses, or costs arising from Customer's use, or misuse, of Service or failure to carry out customer's responsibilities or due diligence.
13. To notify Nemont in the event of suspected unauthorized use. Liability for use of a credit, debit or charge card remains subject to the customer agreement with their own card issuer.
14. To pay charges for all service usage incurred by any means.
15. To comply with all applicable laws and regulations including those specific to data privacy and international communications.

Payment Information:

Nemont bills a month in advance and sends out a monthly statement. Payment may be submitted via personal check, cash, money order, ACH, or by credit card (Visa, MasterCard, or Discover).

An account 45 days past due will be disconnected for non-pay. Once an account has been disconnected, Nemont requires receipt of full payment on that account as well as a \$25 reconnect fee before that account will be reconnected for service. The customer is required to request reconnection before the service will be reconnected.

Disclaimer & Limitation of Liability:

Nemont offers no guarantees or warranties on the performance of its network and Internet connections. Actual Internet speeds may vary depending on geographical location, technological limits, computer performance and configuration, or Internet congestion. Upload and download speeds of high-speed internet service packages are quoted/printed as maximum expectations, consequently, technical limitations may limit performance.

The service provided by Nemont comes without warranties of any kind, neither expressed nor implied. In no event will Nemont be liable for any direct, indirect, incidental, or consequential damages, including but not limited to lost savings, lost profits, or lost opportunities or for any other party, arising out of the usage or the inability to use these services, even if Nemont has been advised of the possibility of such damages. If your application requires greater availability, please contact Nemont to discuss purchasing leased-line access.

Nemont is connected to the Internet Worldwide Computer Network and provides access to the Internet for its subscribers. Virtually any type of information and material imaginable is available somewhere on the Internet, including that, which might be considered objectionable by some. Nemont acts strictly as a pathway to the Internet and has no means of, and does not engage in, censorship. Nemont cannot control access to any part, or subset of the Internet (e.g. we are not able to allow access to some parts of the Internet and disallow access to other parts) based on the user's age or any other factor. Therefore, in no event will Nemont be liable to anyone or any entity as a result of any objectionable or inappropriate material, including, but not limited to: pornography, commercial/copyrighted software, and any other material that may have been retrieved from the Internet by way of the facilities of Nemont. Any person or entity that accesses the Internet through Nemont does hereby, agree to indemnify and hold harmless Nemont from any liability to anyone or any entity that may arise due to such person's or entity's access of the Internet through this information service.

High speed internet Service is not available in all areas served by Nemont.
Prices and Terms and Conditions are subject to change without prior notice.

Internet Account Usage:

Nemont defines "Unlimited Access" as follows:

- Nemont service can be accessed 24 hours a day, 7 days a week.
- The customer acknowledges that "Unlimited Access" does not mean a constant, dedicated, or 24-hour connection to the Nemont Data Service. If these types of services are needed, please feel free to contact us for dedicated access services.

Acceptable Email Use:

Acceptable use of Email does **NOT** include:

- Sending unsolicited mass mailings of any nature, including those with a "negative option" for continuation. The negative option is inviting those who do not wish to receive more email to reply to you. (SPAM)
- Sending any email messages to a single address in order to flood that mailbox.
- Forging email headers to obscure the true originator of the message.
- Activities which violate local, state, or federal statutes.

Acceptable Network Use:

Acceptable use of the Nemont network facilities does NOT include:

- Attempting to circumvent user authentication or security of any host, network, or account Nemont systems or the Internet at large ("hacking").
- Use of Nemont systems or networks (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, or other system resources so as to interfere with others' normal use of services on Nemont or other systems and networks ("denial of service" attack).
- Activities which violate local, state, or federal statutes.
- **The customer will not post, publish, transmit, reproduce, resell, distribute or in any way exploit any services or information provided by Nemont.**

Nemont reserves the right to restrict or terminate service without refund in the event of an acceptable use violation. For everyone's security, ANY substantiated "hacking" allegations made against you by any server owner will cause immediate suspension of your Nemont internet account. Nemont will attempt to notify you via telephone of these allegations; you are responsible for prevention of others using your system/internet account for this type of activity. Nemont also reserves the right to take action on alleged abuse, which is not specifically named in this policy, at the sole discretion of Nemont. Use of Nemont systems and network constitutes understanding and agreement of this policy.

Billing Rights:

In case of errors or questions about your statement, any billing disputes must be reported as soon as possible. Possible credit will only involve the current month in question.