



# FBCOM.NET TERMS OF INTERNET SERVICE

**1. AGREEMENT.** This is an agreement between F&B Communications ("F&B") and you to provide Internet Service ("the Service"). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with F&B's Acceptable Use Policy, which is available by going to [www.fbcom.net](http://www.fbcom.net).

**2. TERM.** The term of this Agreement is for an initial term of twelve (12) months. This Agreement will automatically renew on a month-to-month basis after the end of the initial term unless you notify F&B, in writing, at least thirty (30) days in advance of the expiration of your then current term that you intend to cancel the Service. F&B reserves the right to change the price of the Service at any time with 30 days notice. Prices for other F&B services may change at any time upon 30 days notice and will be posted on the F&B homepage: [www.fbcom.net](http://www.fbcom.net). Current rates may also be obtained by calling (563) 374-1236.

**3. THE SERVICE.** The Service can vary depending on location, line quality, Internet traffic, CPU speed, operating system configuration and other factors beyond the control of F&B. F&B provides the service on a "best effort" standard and does not guarantee upload or download speeds.

**4. CANCELLATION.** If you are dissatisfied with the Service or any related terms, conditions, rules, policies guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Termination of the service does not release you from liability for charges due under this Agreement. To cancel the Service you must call (563) 374-1236 or write to F&B at 103 Main St. N., P.O. Box 309, Wheatland, IA 52777-0309. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated and all data and files stored on F&B servers will be deleted. F&B may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if F&B, in its sole discretion, believes you have violated the Agreement or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on fourth (4th) day following the date of the mailing. Sections 1, 4, 5, 7, 8, 9 and 10 of this Agreement shall survive termination of this Agreement.

**5. PAYMENT.** Payment is due as specified on the monthly invoice. Any failure to pay when due may result in suspension or disconnection of service. A service fee of \$15 will be required to re-establish suspended service. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to the F&B Customer Service Department at (563) 374-1236. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old. Payment is due in full on delinquent date printed on monthly statement.

**6. MONITORING THE SERVICES.** F&B has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if F&B, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or to protect itself and its subscribers. F&B may immediately remove your material or information from F&B's servers, in whole or in part, which F&B, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

**7. PRIVACY.** It is F&B's policy to respect the privacy of our users. Our Privacy Policy is set forth in its entirety on our Web site available at [www.fbcom.net](http://www.fbcom.net).

**8. DISCLAIMER.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. F&B DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. F&B MAKES NO EXPRESS WARRANTIES AND WAIVES 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 F&B OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY F&B OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. F&B AND ITS EMPLOYEES, OFFICERS AND DIRECTORS 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.

**9. INDEMNIFICATION.** You agree to indemnify, defend and hold harmless F&B Communications, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of our Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

**10. JURISDICTION.** This Agreement is governed by and interpreted in accordance with the laws of the State of Iowa and any applicable Federal laws. The courts of the Judicial District of Clinton County, Iowa, shall have exclusive jurisdiction with respect to any proceeding in connection with this Agreement.

**11. MISCELLANEOUS.** This Agreement, the Acceptable Use Policy, and F&B's other agreements and policies posted on F&B's Web site constitute the entire agreement between you and F&B with respect to your use of the Service. F&B may revise, amend or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on F&B's Web site [www.fbcom.net](http://www.fbcom.net) and/or by email and/or our various publications and mailings to you. Any revisions, amendments or modifications must be made in writing and authorized by F&B's General Manager. No changes to our Agreements and policies may be made without written and signed authorization from F&B's General Manager. Your use of our Service constitutes your continued acceptance of our Agreements and policies. If any provision of our Agreements and policies are found to be unenforceable or invalid, the remaining provisions shall be enforceable and valid to the greatest extent permitted by law.

## MINIMUM SYSTEM REQUIREMENTS

### Microsoft Windows (98/ME/XP)

- Pentium Class Processor
- 32 MB memory or more recommended
- 200 MB of Disk Space
- 56K modem
- VGA or higher graphics card (800x600 with 256 colors recommended)
- Internet Explorer and Outlook Express 4.0 or higher

### Macintosh

- PowerPC processor
- System 8.6 or higher
- 24 MB memory or more recommended.
- 160 MB of Disk Space.
- 56K modem
- Color Monitor (256 colors recommended).
- Internet Explorer and Outlook Express 4.0 or higher