



ETRN.com

Specializing in Secure and Flexible Internet Solutions

ETRN.com LLC Master Services Agreement

This agreement between the customer (hereafter known as User) and **ETRN.com LLC** In consideration for the service that **ETRN.com LLC** provides to the customer, the customer agrees to pay **ETRN.com LLC** the amounts billed as provided for in the agreement below. User further agrees to the following covenants, terms and conditions.

Billing:

1. User is responsible for all connectivity and telephone charges for connecting to **ETRN.com LLC** or other network access node.
2. User agrees to pay **ETRN.com LLC** all charges relating to the use of User's accounts(s) according to the rates and prices published online at the time the service is used. Online rates and pricing are incorporated into this Agreement by reference.
3. Access is subject to credit limits established by **ETRN.com LLC** A credit limit is applied on all accounts. **ETRN.com LLC** may suspend User's access to the service if User exceeds his/her credit limit unless prior arrangements have been made.
4. **ETRN.com LLC** reserves the right to change prices.
5. User is responsible for charges at the time the service is used.
6. Please submit payment in U.S. Dollars. The invoice payment is expected as billed. Any amount submitted other than stated on the invoice will be subject to collection review, as discounts and partial payments are not permitted. Payments cannot be accepted or processed by email.
7. User agrees to pay a \$25.00 penalty in addition to any outstanding debts to **ETRN.com LLC** for each User bank check or draft return by User's bank due to insufficient funds, refusal to pay, or any other reason.
8. **ETRN.com LLC** reserves the right to suspend access to service for User's account(s) upon evidence of User's inability to pay.

Cancellation of Service(s):

1. User can terminate this agreement at any time by notifying **ETRN.com LLC** in writing that he/she wishes to no longer utilize **ETRN.com LLC**'s services.

ETRN.com LLC - 23009 NE 188th St - Holt, MO 64048 - 866-271-ETRN - 815-986-7309 - 816-264-3876 FAX



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2. **ETRN.com LLC** has no obligation to refund any payments made by User for service made prior to notice of cancellation.

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Ownership/Copyright:

1. Information available on **ETRN.com LLC** is the property of **ETRN.com LLC** User shall not reproduce, republish, redistribute or commercially exploit such information to any third party without the express written permission of its owner(s).
2. Information providers have the right to assert and enforce such copyright provisions directly on their own behalf.
3. Regarding information submitted for publication on **ETRN.com LLC**, User agrees to grant **ETRN.com LLC** the non-exclusive permission to distribute the information worldwide. User retains all rights they may have for such information.

Limitation of Liability:

1. **ETRN.com LLC** services are provided on an "as is, as available basis". No warranties, expressed or implied, including but not limited to those of merchantability or fitness for a particular purpose, are made with respect to **ETRN.com LLC** services or any information of software therein.
2. Neither **ETRN.com LLC** nor its information providers are responsible for any damages arising from the User's use of **ETRN.com LLC**'s services or by his/her inability to use said service(s).
3. AS PERMITTED BY LAW, USER AGREES THAT **ETRN.com LLC**'s LIABILITY IS LIMITED TO THE REFUND OF CHARGES COLLECTED FOR SERVICE(S) NOT PROPERLY PROVIDED, AND THAT **ETRN.com LLC** IS NOT RESPONSIBLE FOR ANY AND ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES TO USER ARISING FROM SERVICE(S) PROVIDED BY **ETRN.com LLC** UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

General:

1. User agrees that all provisions of this agreement apply to the User's Principal Account and all associate accounts billed to the Principal Account.
2. User agrees the benefits/rights conferred by this agreement are non-transferable. Use of accounts is expressly limited to the company or individual whose name appears on the account and employees or dependents/family members of the account holder at the same address.

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3. User is responsible for all hardware and software necessary to connect to **ETRN.com LLC**
4. User agrees to use the service in a manner consistent with any and all applicable laws.
5. User is responsible for all use of the User's account(s) and confidentiality of password(s).
6. **ETRN.com LLC** will suspend access or change access to user's account(s) immediately upon the notification by User that his/her password has been lost, stolen or otherwise compromised.

Operation:

1. **ETRN.com LLC** reserves the right to change (without notice) the **ETRN.com LLC** service(s), including but not limited to access procedures, hours of operation, menu structure, commands documentation, and services offered.
2. **ETRN.com LLC** reserves the right to terminate access to service(s) for any principal or associated account(s) which have been inactive for one (1) year.
3. **ETRN.com LLC** reserves the right in its sole discretion to delete any information entered by User. **ETRN.com LLC** and its authorized representatives reserve the right (but are not obligated) to edit public information.
4. User hereby warrants that any material submitted for publication through User's account(s) does not violate or infringe any copyright, trademark, patent or other statutory, common law, or proprietary rights of others, and does not contain material which is obscene or libelous.
5. **ETRN.com LLC**, at its sole business judgment, may terminate this Agreement and suspend access to User's account(s) upon any breach of this agreement including, but not limited to, refusal or failure to pay for services provided.
6. User agrees the use of distribution lists in electronic mail or other mass electronic mailing is subject to approval by the **ETRN.com LLC** membership services.
7. The laws of the state of Missouri shall govern this agreement.
8. User agrees to hold **ETRN.com LLC** harmless from any and all claims made against **ETRN.com LLC** by third parties regarding materials submitted by User and agrees to indemnify **ETRN.com LLC** for any and all costs incurred by **ETRN.com LLC** as a result of such claims, including, but not limited to, court costs and reasonable attorney's fees.
9. **ETRN.com LLC** reserves the right to modify these terms and conditions without prior notice. User's use of **ETRN.com LLC** shall constitute User's acceptance of the modification of this agreement implied in fact. Users can receive or request to receive notification of changes to this agreement through any of the

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following channels:

- Our Service Department Blog at <https://www.etrn.com/blog/6>
- ETRN's Twitter feed at <https://twitter.com/ETRNcom>
- ETRN's Facebook page at <https://www.facebook.com/ETRNcom>
- Via e-mail. You can request updates by e-mailing postmaster@etrn.com and requesting to be notified via e-mail when this document is updated.

NOTE: If any one or more paragraphs in this Agreement is found to be unenforceable or invalid, User's and **ETRN.com LLC's** agreement on all other paragraphs shall not be affected.

ETRN.com LLC and User agree that this Agreement contains the entire agreement of the parties. The parties also agree that any and all modifications to this Agreement must be in writing and signed by both parties.

I have read all pages of this document and agree by **ETRN.com LLC's** terms and conditions. By signing this contract, I warrant that I am at least 18 years of age and legally bound by this contract.

ETRN.com:	Client Company Name:
	Client:
Date:	Date:

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