

User Agreement - Agreement for Use

Your use of the products and services of SAGE TELECOM, INC. (SAGE TELECOM), its affiliates, successors and assigns as well as those of any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services but only to the extent related to SAGE TELECOM products or services, signifies your consent to be bound by and agree to becoming a party to both this User Agreement - Agreement For Use ("Agreement For Use") and to the associated Acceptable Use Policy ("AUP"). If you are not willing to consent to and be bound by this Agreement For Use and the AUP, then you must immediately notify SAGE TELECOM that you wish to terminate service.

This Agreement For Use and the AUP may be modified from time to time at the sole discretion of SAGE TELECOM. Upon modification by SAGE TELECOM, changes will be effective immediately upon notification by email, postal mail, posting on the SAGE TELECOM website or any other means. Your continued use of the Service after such modifications will constitute acceptance of the agreement. If you choose to terminate service, the terms for termination in effect prior to the modification shall apply in their entirety so long as you notify SAGE TELECOM of your decision to terminate service within thirty days of the posting of the change, except to the extent that such terms were changed by an effect of law. You are responsible for monitoring SAGE TELECOM's website for such changes.

Through your consent to be bound by this Agreement For Use and by the AUP, you accept in their entirety the following terms and Limitations of Liability:

1. NOTHING IN THIS AGREEMENT FOR USE OR AUP SHALL BE INTERPRETED OR CONSTRUED TO CONVEY ANY FORM OF SERVICE GUARANTEE OR EQUIPMENT OWNERSHIP INTEREST. EXCEPT AS REQUIRED BY LAW, SAGE TELECOM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER RELATING TO SERVICE OR EQUIPMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OF THIS SERVICE OR OF EQUIPMENT USED TO PROVIDE SUCH SERVICE FOR A PARTICULAR PURPOSE. SAGE TELECOM DOES NOT WARRANT THAT THE SERVICE OR ARRANGEMENTS WILL BE ERROR-FREE OR UNINTERRUPTED. SAGE TELECOM TAKES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY ANY USER OR ANY OTHER PARTY INCLUDING, BUT NOT LIMITED TO, THE LOSS OF DATA FROM DELAYS, NON-DELIVERIES, MID-DELIVERIES, EQUIPMENT MALFUNCTIONS, OR SERVICE INTERRUPTIONS CAUSED BY SAGE TELECOM'S OWN NEGLIGENCE OR BY ERRORS, OMISSIONS OR ACTIONS BY ANY USER. SAGE TELECOM DOES NOT WARRANT THAT ANY DATA, FILES OR COMMUNICATIONS SENT OVER THE INTERNET WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. FURTHER, THERE ARE NO GUARANTEES THAT SUCH DATA OR FILES WILL NOT BE INTERCEPTED OR MANIPULATED BY OTHERS, THAT OTHERS WILL NOT GAIN ACCESS TO USER'S EQUIPMENT, OR THAT ANY CONTENT, PRODUCTS OR SERVICES OR OTHER MATERIAL ACCESSIBLE ON THE INTERNET ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SAGE

TELECOM SERVICE CANNOT PREVENT OR DETECT ALL VIRUSES OR OTHER HARMFUL COMPONENTS AND WILL NOT DETECT VIRUSES THAT ARE IN FILE ATTACHMENTS THAT ARE PASSWORD PROTECTED, ZIPPED, AND/OR ENCRYPTED BY SOFTWARE FOREIGN TO SAGE TELECOM'S SERVERS AND SYSTEMS. THE USER AGREES TO USE SAGE TELECOM SERVICES AND ARRANGEMENTS, AS WELL AS TO USE THE INTERNET AND ANY SERVICES OR INFORMATION ACCESSIBLE THROUGH THE USE OF SAGE TELECOM SERVICES OR ARRANGEMENTS OR THROUGH THE USE OF THE INTERNET, RESPONSIBLY AND ENTIRELY AT ITS OWN RISK. THE USER IS RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF THE SERVICES THAT IT USES THROUGH SAGE TELECOM-PROVIDED ACCESS TO THE INTERNET. AND THE USER RECOGNIZES THAT SAGE TELECOM SHALL NOT BE HELD LIABLE FOR ANY DAMAGE OR LOSS OF INFORMATION THAT MAY OCCUR OR FOR ANY MALFUNCTION OF EQUIPMENT THAT SAGE TELECOM MAY UTILIZE TO DELIVER ITS SERVICES, WHETHER OR NOT SUCH EQUIPMENT IS PLACED ON THE USER'S PREMISES.

2. SAGE TELECOM shall not have any obligation whatsoever with respect to the following:
 - a. any special, incidental, indirect, punitive, collateral or consequential damages arising out of or in any way connected with the Agreement For Use or with the AUP, suffered by the User, and these excluded damages include, but are not limited to, any cost of removal or installation of any hardware or software, outside computer time, labor costs, loss of goodwill, loss of profits, loss of revenues, loss of business, loss of savings, loss of use, loss or corruption of data or interruption of business; or
 - b. any delay, or failure to perform, by SAGE TELECOM or its affiliates, successors and assigns as well as those of any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services, due to acts of God, or acts of any governmental authority, where such acts are beyond the control of SAGE TELECOM or its affiliates, successors and assigns as well as those of any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services, including without limitation strikes, lockouts or other labor disturbances, earthquakes, floods, fires or inability to obtain, or revocation of, any permit, license, certificate or authorization required from any governmental or regulatory body to perform any obligation hereunder.
3. Any liability for damages of SAGE TELECOM or its affiliates, successors and assigns as well as those of any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services, including but not limited to damages with respect to interruptions of service, for mistakes, omissions, delays, errors or defects in the provision of services or products, shall in no event exceed an amount equal to the pro-rata charges to the User for the period during which the service or product is affected.
4. User agrees to indemnify and save harmless SAGE TELECOM and its affiliates, successors and assigns as well as any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services, from all claims, losses, liens, expenses, suits and attorneys' fees ("Liabilities") for injuries to or death of any person and for damages to or

loss of any property which may in any way arise out of or result from or in connection with User's use of SAGE TELECOM services or products, except to the extent that such Liabilities arise from the intentional misconduct of SAGE TELECOM.

5. User agrees to indemnify SAGE TELECOM and its affiliates, successors and assigns as well as any third-party providers with whom SAGE TELECOM contracts to provide SAGE TELECOM products or services, in the event that User's use of SAGE TELECOM services or products, including software: a) constitutes a violation of any law, regulation or tariff, including without limitation those associated with computers, modems and other electronic equipment arrangements or software; b) is defamatory, fraudulent or deceptive, c) is intended to threaten, harass or intimidate, d) interferes in any way with the use of SAGE TELECOM services or products by any other User or with SAGE TELECOM's provision of services or products, or e) is in any other way inconsistent with the terms of this Agreement For Use or AUP.
6. User agrees that you are responsible for maintaining the confidentiality of your username and password used on any SAGE TELECOM website and you agree to accept responsibility for all activities that occur under your account and/or password. In the event the confidentiality of your account or password is compromised in any manner, you should notify SAGE TELECOM immediately. SAGE TELECOM reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of the websites and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. SAGE TELECOM may rely on the authority of anyone accessing your account or using your password and in no event and under no circumstances shall SAGE TELECOM be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of SAGE TELECOM under this provision, (ii) any compromise of the confidentiality of your account or password and (iii) any unauthorized access to your account or use of your password. Any unauthorized use of the websites will terminate the permission granted herein and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. All violators will be prosecuted to the fullest extent of the law.
7. You agree to indemnify, defend, and hold harmless SAGE TELECOM, its officers, directors, employees, agents, suppliers, and any third-party information providers to SAGE TELECOM websites from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you, or your violation of any rights of a third party.

Acceptable Use Policy ("AUP")

1. For the purposes of this Acceptable Use Policy ("AUP"), the name "SAGE TELECOM" includes SAGE TELECOM, INC., its affiliates, successors and assigns as well as third-party service providers with whom SAGE TELECOM contracts; therefore, protections reflected within this AUP inure to each such entity, and SAGE TELECOM may empower each such entity to enforce any or all provisions of this AUP.
2. This SAGE TELECOM AUP is primarily intended to:
 - a. minimize or, where possible, prevent types of use that may cause Authorized Users to encounter service deficiencies or degradation,
 - b. ensure compliance with applicable laws, and
 - c. provide for suspension or termination of service or other appropriate action(s) in the event of non-compliant uses.
3. SAGE TELECOM can be expected to report activities that are or appear to be illegal to law enforcement or other governmental authorities for their possible investigation and prosecution. SAGE TELECOM can be expected to cooperate with law enforcement and other governmental authorities in order to satisfy any laws or regulations.
4. The services and arrangements provided by SAGE TELECOM may only be used for legitimate and lawful purposes. The transmission or other use of information or material may be subject to applicable laws and regulations. The User and any guardian or supervisor of the User are responsible for ensuring the User's compliance with applicable laws and regulations including, but not limited to, those pertaining to the transmission or use of threatening or obscene material and those pertaining to the use of copyrighted material or information, trade secret information, and information deemed by the government to have a sensitive or a national security status. Other violations of this AUP include, but are not limited to, the use of SAGE TELECOM services or arrangements:
 - a. for any purpose contrary to the security of the United States of America,
 - b. to make misrepresentations or impersonations,
 - c. to clandestinely cloak the User's identity or contact information,
 - d. to establish false or misleading return addressing information and IP addresses,
 - e. to in any way manipulate the intellectual property of others without their permission,
 - f. to infringe upon any copyright, patent, trademark, service mark, or other such third-party right,
 - g. to in any way harass or threaten others,
 - h. to cause harm to others or to the property of others,
 - i. to partake in fraudulent activity,
 - j. to interfere with law enforcement,
 - k. to produce, broadcast or otherwise distribute or post unsolicited information or communications including, but not limited to, spam,
 - l. to penetrate or otherwise access the system, software or other arrangements of others without proper authorization, or to attempt to do so,
 - m. to partake in obscene activity or the use, production or distribution of obscene material,

- n. to obtain, collect or manipulate a third-party's non-public personal information without their knowledge or consent,
 - o. to violate privacy laws or regulations,
 - p. to make lengthy or continuous connections using service(s) intended for periodic personal use,
 - q. to establish multiple simultaneous connections using service(s) intended for a single connection during any one period,
 - r. to defeat or to attempt to defeat idle time or to otherwise mimic user activity through the auto-generation of data or the like,
 - s. to execute IRC "bots,"
 - t. to resell the service(s) or arrangements without permission and authority,
 - u. to act in any manner that in SAGE TELECOM'S sole opinion would adversely affect underlying providers or the delivery of services to others, or
 - v. to enable, permit or facilitate any other party to perform any prohibited activity or function, to allow such to continue once discovered, or to fail to report such situation(s) to SAGE TELECOM once discovered.
5. Violations of this AUP or other non-compliances with this AUP shall without prior notice or warning subject the User to service suspension, termination or other such actions that SAGE TELECOM at its sole discretion deems appropriate, or actions that law enforcement or other governmental authorities deem appropriate, and may, at the sole discretion of SAGE TELECOM, cause User to forgo any refund or rebate of amounts paid. Further, unless agreed to in writing, to the fullest extent permitted by law, violations of this AUP or other non-compliances with this AUP will not result in any forgiveness of amounts that User still owes to SAGE TELECOM, and SAGE TELECOM may pursue all remedies available in order to enforce collection, including remedies associated with the reimbursement of costs that SAGE TELECOM incurred or incurs as a result of violations or other non-compliances, and including, but not limited to, costs associated with SAGE TELECOM efforts to enforce collection.
6. User agrees to indemnify and hold harmless SAGE TELECOM from any claims resulting from User's use of SAGE TELECOM services or arrangements, and for any claims resulting from the use of SAGE TELECOM services or arrangements by others when User knowingly acquiesced to the use by others of SAGE TELECOM services or arrangements, or when User allowed or in any way facilitated or accommodated such use by others.
7. All services and arrangements, including intellectual property associated thereof, and including, without limitation, copyright and trade secret rights, remains the property of SAGE TELECOM or its licensors, and the exclusive title and all associated rights shall at all times remain with SAGE TELECOM or its licensors.
8. SAGE TELECOM is not responsible for the accuracy, quality or content of information obtained through the use of SAGE TELECOM services or arrangements.

9. SAGE TELECOM is not responsible for any damages that User may suffer as a result of service interruptions or anomalies, even where such service interruptions or anomalies are the result of periodic maintenance performed by SAGE TELECOM or by its agents.
10. SAGE TELECOM may, from time to time, be called upon by law enforcement or other governmental authorities to take actions such as, but not limited to, the collection of User information pertaining to the use of services or arrangements provided by SAGE TELECOM, the monitoring of User activities, and the submission of User information to such authorities. SAGE TELECOM will comply with such demands of law enforcement or other governmental agencies; however, SAGE TELECOM may require that such authorities produce a court order or the like before SAGE TELECOM releases any User information.
11. SAGE TELECOM reserves the right to modify this AUP at any time. The use of SAGE TELECOM services and arrangements following such modification(s) to this AUP shall constitute User's acceptance of the modified AUP. Any User that does not agree to accept the modified AUP must immediately stop using the services or arrangements provided by SAGE TELECOM or underlying providers.
12. A failure by SAGE TELECOM to enforce performance of any provision within this Agreement will not be construed as a waiver of any provision or right. If any portion of this AUP is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in effect. Where any provision or portion of provision within this AUP conflicts with applicable law, the law shall supersede such provision or portion of provision and all remaining aspects of this AUP shall remain in force and effect.
13. Constant Connection Abuse:
 - a. Idle Time -- User agrees to have their online session automatically terminated after ten (10) minutes of consecutive inactivity. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the network. Sage Telecom acknowledges that machine generated messages (e.g., configuration fetches) shall not constitute inactivity for the purposes of this Agreement.
 - b. Maximum Single Session -- User agrees to have an online session automatically terminated after eight (8) hours of consecutive time, regardless of data transferred during such specific online session.
 - c. Continuous Connection -- User agrees that their account may not be used to maintain a persistent and continuous connection to the Internet, and that they may not engage in any practice (such as automated and/or persistent checking of the host server) or use any software or device (such as an auto-dialing device) in an effort to maintain a persistent and continuous connection.
14. Speed of Service: The speed of the service can vary depending on location, line quality, volume of Internet traffic and other factors beyond the control of SAGE TELECOM. SAGE TELECOM, therefore, does not guarantee upload or download speeds.