

## SEV Terms of Service and Membership Agreement

Eligibility for SEV membership requires that the member resides or works within the footprint of the Sylvania School District or be a student attending Lourdes College. The Member shall comply with all policies and procedures adopted by the SEV from time to time. Violation of SEV policies and procedures may, at the sole discretion of the SEV, result in immediate termination of the Member's membership. Without limiting the generality of the foregoing, the Member shall not do any of the following or permit any other person to do any of the following: (a) restrict or inhibit any other member from using and enjoying SEV services; (b) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, or profane information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations; (c) post or transmit any information or software that Member is aware contains a virus, worm, or other harmful component; (d) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through SEV services which is protected by copyright or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; (e) abuse or fraudulently use the SEV services in any way; (f) issue broadcast E-Mails to persons who have not consented to receive the same.

Web hosting may be provided free-of-charge on our Web server or by the ISP to residents and other non-profit community organizations in the Sylvania area. Web pages cannot be used for commercial or business solicitations. Web pages must not contain vulgarity; pornography; unlawful, threatening, abusive, profane information; information or software containing a virus, worm, or other harmful component; information, software or other material which is protected by copyright or other proprietary rights, without obtaining permission of the copyright owner. Individuals must maintain and design their own pages. The SEV is not responsible for and does not reflect views and opinions, which may be expressed on personal pages. The SEV has the absolute and unrestricted right to terminate publisher's access to the Site at such time and under such conditions and circumstances as the SEV, in its sole discretion, deems appropriate, and to delete any and all directories and files that constitute or contain the Site. The SEV shall have the right to refuse to post or to remove from the Site any web pages, files, information, or materials that it determines, in its sole discretion, to be unacceptable, undesirable, or in violation of the SEV's policies or procedures. SEV also reserves the right to remove sites for violations as stated above. If web sites are found by SEV to be in violation of the above terms and conditions, the content will be removed or disabled. An effort will then be made to contact the web site owner to advise him of the violation and the SEV's action.

Any and all disputes between the SEV and the Member shall be exclusively resolved by binding arbitration before the American Arbitration Association in accordance with the rules thereof, provided, however, that the arbitrator(s) shall have no authority to award punitive damages or attorneys' fees, and the Member shall pay all fees and expenses of the arbitration.

Miscellaneous. (A) In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. (B) SEV's 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 between parties nor trade practice shall act to modify any provision of this Agreement. (C) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law provisions. Any cause of action Member may have with respect to the SEV or SEV services must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. (D) This Agreement constitutes the entire agreement between Member and the SEV. (E) Member hereby consents to the receipt of all E-Mails issued by the SEV and its representatives.

**WARRANTY DISCLAIMERS; LIMITATIONS OF REMEDIES.** (A) Member understands that the SEV does not operate or control the Internet in any way, and that all merchandise, information and services offered or made available or accessible on or through SEV services are offered or made available or accessible by third parties who are not affiliated with the SEV. The Member assumes total responsibility and risk for his/her/its use of the SEV services. **THE SEV MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH SEV SERVICES: ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.** The SEV and its officers, employees, agents, and volunteers shall not be liable for any cost or damage arising either directly or indirectly from Member's use of the SEV services. It is solely Member's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information obtained on or through the SEV services, and the quality and merchantability of all merchandise obtained through the SEV services. (B) The Member understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Member accesses such materials at their own risk. The SEV has no control over and accepts no responsibility whatsoever for such materials. (C) **SEV SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES**

**OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.** No advice or information given by the SEV or its officers, employees, agents, volunteers, affiliates or contractors, or their respective employees, shall create a warranty. Neither the SEV nor its affiliates warrants that the SEV services will be uninterrupted or error free, or that any information, software or other material accessible through the SEV services will be free of viruses, worms, Trojan horses or other harmful components. (D) Under no circumstances shall SEV or its officers, employees, agents, or volunteers be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from Member's use of the SEV services or reliance on or use of information, services or merchandise provided on or through the SEV services, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects delays in operation, or transmission, or any failure of performance. (E) Member's sole and exclusive remedy for any breach of this agreement by the SEV shall be the termination of the Member's membership, the refund of the unused portion of any membership fee payment made by the Member, and the refund of an amount equal to one-twelfth of the Member's Annual Fee payment as liquidated damages. (F) Although the SEV assumes no obligation to do so, the SEV reserves the right to refuse to post or to remove any information or materials that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of SEV policies or procedures or this Agreement.

The Member agrees to defend, indemnify and hold SEV and its officers, employees, agents, and volunteers harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from: (a) any violation of SEV policies or procedures or this Agreement by Member; (b) the use of SEV services or the placement or transmission of any message, information, software or other materials on SEV services by Member; (c) negligent acts or omissions of Member's officers, employees, agents or contractors in connection with the construction, installation, maintenance, presence, use or removal of systems, channels or terminal equipment or software which are connected or are to be connected to the SEV services; and (d) claims for infringement of patents, copyrights, or other intellectual property rights arising from the use of equipment and software, apparatus and systems in connection with SEV services