

Website Terms of Use of ARE Telecom Incorporated

The following terms and conditions (“**Terms of Use**”) govern all use of operates <https://aretelecom.com/> and all content contained therein (taken together, the “**Site**”). The Site is owned and operated by ARE Telecom Incorporated dba ARE Telecom + Broadband (“**ARE Telecom**”, “**we**”, “**us**” or “**our**”). The Site is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules and policies that may be published from time to time on this Site, including, without limitation, our Privacy Policy.

Please read these Terms of Use carefully before accessing or using the Site. By accessing or using any part of the Site, you agree to become bound by these Terms of Use. If you do not agree to all the provisions of the Terms of Use, then you may not access the Site. The Site is available only to individuals who are at least 18 years old.

V-Login Account and Site. If you create an account on the Site, you are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

Responsibility of Website Visitors. You are responsible for complying with these Terms of Use. You are also responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

Content Posted on Other Websites. We have not reviewed, and cannot review, content that appears on third party websites that we may provide links to on the Site. We do not have any control over those third party websites and webpages, and we are not responsible for their contents or their use. By linking to a third party website from our Site, we do not represent or imply that our Site endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. ARE Telecom disclaims any responsibility for any harm resulting from your use of any third-party websites that we may provide links to on the Site.

Copyright Infringement and DMCA Policy. Copying or sharing of licensed content from the Site is strictly prohibited and could infringe on our copyrights and/or be a violation of the Digital Millennium Copyright Act (DMCA). ARE Telecom respects the intellectual property rights of others and enforces any violations of its intellectual property rights.

If you believe that material located on or linked to our Site violates your copyright, you are encouraged to notify us in accordance with our DMCA Policy. We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a visitor’s access to and use of the Site if, under appropriate circumstances, the visitor is determined to be a repeat infringer of our copyrights or other intellectual property or the rights of others. In the case of such termination, ARE Telecom will have no obligation to provide a refund of any amounts previously paid to us.

Intellectual Property. This Agreement does not transfer to you any of our intellectual property or the intellectual property of others that may appear on the Site. All intellectual property rights, title and interests in and to such property will remain solely with the respective owners, including but not limited

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Proprietary Rights. All materials on <https://aretelecom.com/>, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, “**Material**”) are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by us or by third parties that have licensed or otherwise provided their material. You acknowledge and agree that all Materials on the Site are made available for limited, non-commercial, personal use only. No Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without our prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize the Site or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

Changes. ARE Telecom reserves the right, at its sole discretion, to modify or replace any part of these Terms of Use. It is your responsibility to check the Site periodically for changes. Your continued use of or access to the Site following the posting of any changes to the Terms of Use, Privacy Policy, or any other policy reference on the Site, constitutes acceptance of those changes. ARE Telecom may also, in the future, offer new services and/or features through the Site (including, the release of new tools and resources). Such new features and/or services shall be subject to these Terms of Use.

Termination. We may terminate your access to all or any part of the Site at any time, with or without cause, with or without notice, effective immediately. If you wish to no longer be subject to these Terms of Use, you may simply discontinue using the Site.

Disclaimer of Warranties. The Site is provided “AS IS”. ARE Telecom and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither ARE Telecom nor its suppliers and licensors, makes any warranty that the Site will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Site at your own discretion and risk.

General Representation and Warranty. You represent and warrant that (i) your use of the Site will be in strict accordance with these Terms of Use, our Privacy Policy, and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside) and (ii) your use of the Site will not infringe or misappropriate the intellectual property rights of any third party.

Indemnification. You agree to indemnify and hold harmless ARE Telecom, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys’ fees, arising out of your use of the Site, including but not limited to your violation of these Terms of Use.

Miscellaneous. These Terms of Use constitutes the entire agreement between ARE Telecom and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized officer of ARE Telecom, or by the posting by ARE Telecom of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the Site will be governed by the laws of the state of Minnesota, USA, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in Ramsey County, Minnesota. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“**JAMS**”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Ramsey County, Minnesota, in the English language and the arbitral decision may be enforced in any court. The arbitration shall be authorized to reward our costs and attorneys’ fees to us in the event that you violate the Terms of Use. If any part of the Terms of Use are held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. ARE Telecom may assign its rights herein without condition and in its sole discretion. This Agreement shall be binding upon and will insure to the benefit of the parties, their successors and permitted assigns.

LAST REVISED. These Terms of Use were last revised on April 19, 2022.