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Acceptance of Terms: PLEASE CAREFULLY REVIEW THE TERMS OF USE BEFORE USING THIS SITE. IF YOU DO NOT AGREE TO THE TERMS, PLEASE DO NOT USE THE SITE. By using this Site, you represent that you have legal authority and agree to be bound by, and acknowledge your acceptance of these Terms of Use. Without notice to you and from time to time, we may update these Terms of Use. You agree to be bound by all of the provisions of these Terms of Use that are displayed on the Site on the date you use the Site and/or any part of the Service. Your use of the Site, and/or any part of the Service, indicates your acceptance of all of the provisions of these Terms of Use that are displayed on the Site on the date of such use.

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Compliance with Laws: You agree to comply with all applicable laws and regulations, including, without limitation, U.S. export and re-export control laws and regulations regarding the transmission of technical data exported from the U.S. or the country where you reside.

Ownership of Intellectual Property: We use names, marks, brands, design marks, slogans, logos, designs, trade dress, and trade names on the Site (“Intellectual Property”). We own any and all rights, title, and interests, including any rights created by or arising from derivative works of Intellectual Property, the content, and other information displayed and posted on, contained in, and/or provided in connection with, the Site (collectively, our “Materials). Also, third parties have allowed us to post or use their materials and trademarks on our Site (“Third Party Materials”). We refer to our Materials and Third Party Materials collectively as the “Materials.”

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You agree not to display, use, remove, or alter our or Third Party trademarks, content, or other information without prior written consent. You also agree that any use by you, or on your behalf, of our Intellectual Property, and the goodwill associated therewith, shall insure solely to our benefit.

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Notice of Claims of Copyright Infringement: We are committed to respecting the intellectual property rights of other parties, and we ask you, and the other users of our Site, do the same. Pursuant to Title 17, United States Code, Sections 512(c)(2) and (3), notifications of claimed copyright infringement for materials displayed, or available, on the Site should be sent to Point Broadband, LLC, Attn: Legal Department, 1791 O.G. Skinner Drive, Suite A, West Point, Georgia 31833.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Please be aware that there are penalties for false claims under the DMCA.

Personal Information and Privacy: Although we may provide certain encryption in an effort to protect the electronic transmission of credit card numbers and social security numbers (“Financial Information”) that you submit, we do not guarantee the security of any information transmitted to or from our Site. As a user of the Site, you understand and agree to assume the security risk of any information you voluntarily provide using the Site. Other than the Financial Information, do not send any confidential or proprietary information through the Site, and any non-financial information provided by you through the Site will be deemed to be NOT confidential. Any information about you that we obtain from you through use of the Site is subject to our Privacy Policy. For more information, see our full Privacy Policy.

Rules of Use: No Virus or Disabling Software: You agree not to post, blog, or distribute any software or other materials that contain a virus, worm, trojan horse or other harmful or disabling code or component. No Interference with the Site: You agree not to interfere with, or disrupt, the operation of the Site, or with servers or networks connected to, or used in connection with the operation of the Site. Obey Requirements: You agree not to disobey any requirements, procedures, policies or regulations established by the owners or operators of any networks, hardware, or software connected to, or used in connection with the operation of the Site, or any requirement that we post on the Site. Unlawful Material: You agree to refrain from posting or transmitting to or from the Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability.

Disclaimers: YOUR USE OF THE SITE, ALL CONTENT, ALL INFORMATION, AND ALL MATERIALS ARE OFFERED ON AN “AS IS” BASIS, “WITH ALL FAULTS,” AND “AS AVAILABLE,” WITHOUT ANY WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED,

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AT ANY TIME AND WITHOUT NOTICE, WE MAY, FOR ANY REASON WHATSOEVER AND WITHOUT INCURRING ANY LIABILITY OR OBLIGATION TO YOU OR ANY OTHER PARTY, TERMINATE OR SUSPEND THE DISPLAY, OPERATION, AND/OR PROVISION OF (A) THE SITE (OR ANY PART OR TERMS THEREOF, INCLUDING ANY CONTENT, INFORMATION, PLATFORM, AND/OR MATERIALS).

WHILE WE WILL MAKE REASONABLE EFFORTS TO PROVIDE ACCURATE AND TIMELY INFORMATION, YOU SHOULD NOT ASSUME THAT THE INFORMATION PROVIDED IS ALWAYS UP TO DATE, ACCURATE, AND COMPLETE OR THAT OUR SITE CONTAINS ALL OF THE RELEVANT INFORMATION AVAILABLE.

Liability Limitation: TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, PBB, ITS OFFICERS, DIRECTORS, MANAGERS, MEMBERS, MANAGING MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SHAREHOLDERS, SUCCESSORS, AND ANY PAST, PRESENT, OR FUTURE AFFILIATED ENTITIES SHALL NOT BE LIABLE FOR, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES , OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT YOU WERE ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES THAT RESULT FROM YOUR USE OF, OR INABILITY TO USE, ANY OF OUR SITE, ANY

INFORMATION, ANY CONTENT, ANY MATERIALS, OR ANY PART THEREOF. TO THE FULLEST EXTENT PERMITTED BY CONTROLLING LAW, OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO US, IF ANY, FOR ACCESSING OR USING ANY OF THE SITE OR ANY PART THEREOF.

IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE SITE, IF YOU DO NOT AGREE WITH ANY PROVISION OF THESE TERMS OF USE, OR IF YOU HAVE ANY OTHER DISPUTE OR CLAIM, WITH OR AGAINST OUR COMPANY WITH RESPECT TO THESE TERMS OF USE OF ANY OF THE SITE, THEN YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDIES ARE TO DISCONTINUE ACCESSING AND/OR USING THE SITE AND SEEK DISPUTE RESOLUTION WITH US.

Dispute Resolution: Exclusivity. Resolution of any and all disputes, claims, or controversies arising out of, related to, or concerning these Terms of Use shall be exclusively governed by and settled in accordance with the following provisions, which, notwithstanding any other provision of this Terms of Use, shall survive the termination of our Site, any information, any content, any Materials, or any part thereof.

Provisional, Injunctive, and Equitable Relief. Notwithstanding the Subsection immediately below titled “Arbitration,” you or PBB may seek interim, provisional, injunctive or other equitable remedies in courts of appropriate jurisdiction until the arbitration award is rendered, and the seeking of such relief shall not be deemed a waiver of the right to compel arbitration of a dispute hereunder.

Negotiation: In the event of any dispute, claim, or controversy arising out of, relating to, or concerning these Terms of Use, you and PBB agree to seek resolution by good faith and negotiations. No proceeding may be commenced by either you or PBB before completion of the negotiation process, except as described above in the Subsection titled “Provisional Injunctive Relief.” If the dispute, claim, or controversy is not resolved through good faith negotiations, you or PBB shall submit a written request for arbitration to the other party invoking the Subsection immediately below titled “Arbitration.” Negotiations shall not relieve or reduce the substantive obligations and liabilities of you or PBB or be deemed a waiver by either party of any remedies to which such party is otherwise entitled. No assertion, representation comment, remark, or other statement of you or PBB made in connection with negotiations held for or related to settlement purposes shall be introduced into evidence, whether such attempt(s) occurs during a trial, any other evidentiary proceeding, as part of dispositive motions, or otherwise. The statute of limitations with respect to any dispute, claim, or controversy referenced in this Section shall be tolled during the time negotiations regarding the dispute, claim, or controversy are pending.

Arbitration. Except as provided above in the Subsection titled “Provisional, Injunctive, and Equitable Relief,” you and PBB agree that any claim, controversy, or dispute arising out of, relating to, or concerning the terms, construction, interpretation, performance, termination, breach, or enforceability of these Terms of Use, including the scope or applicability of these Terms of Use to arbitrate, that are not resolved through negotiation as described above in the Subsection titled “Negotiation” shall be settled by arbitration administered by the American Arbitration Association (the “AAA”) in accordance with its Commercial Arbitration Rules as then in effect, except to the extent such rules vary from the following provisions. The arbitration shall be conducted by one independent and impartial arbitrator, appointed by the AAA (the “Arbitrator”). The Arbitrator shall be a practicing attorney or a retired or former judge with

at least twenty (20) years' experience and substantial knowledge of complex business transactions and corporate governance. The arbitration proceedings shall be held in Lee County, Alabama unless the Parties agree to another location. The Arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including, without limitation, the issuance of an injunction. The Arbitrator's award shall be in writing, signed by the Arbitrator and delivered to the Parties hereto and shall contain a concise statement regarding the reasons for the disposition of any claim. To the extent permissible under applicable law, the award of the Arbitrator shall be final. Except as necessary in court proceedings to enforce this arbitration provision or any award rendered hereunder, or to obtain interim relief, neither Party hereto nor the Arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both Parties hereto. The judgment of the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. These arbitration provisions shall be enforced to the fullest extent permitted by applicable law.

Waiver: THIS AGREEMENT AFFECTS YOUR ABILITY TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDINGS. Disputes, controversies, or claims arising out of, relating to, or concerning these Terms of Use may not be brought as a plaintiff, member, or claimant in any purported class, collective, or representative basis, or private attorney general action but must be brought only in your individual capacity to be arbitrated as described in the Subsection titled "Arbitration." There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, representative proceeding, or private attorney general action, or as a member in any purported class, collective, representative proceeding, or private attorney general action ("Class Action Waiver"); the arbitrator's authority to resolve and make written awards is limited to disputes, controversies, or claims between you and PBB alone. Notwithstanding any other provision of these Terms of Use or the AAA Rules, disputes regarding the validity, enforceability, or breach of the Class Action Waiver shall be decided by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute, controversy, or claim is filed as a class, collective, representative proceeding, or private attorney general action and (2) a court of competent jurisdiction finds all or part of the Class Action Waiver unenforceable, the class, collective, representative proceeding, and/or private attorney general action to that extent must be litigated in a court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. However, PBB may lawfully seek enforcement of these Terms of Use and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective, representative proceeding, or private attorney general action. The Class Action Waiver shall be severable in any case in which the dispute, controversy, or claim is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

Indemnification: Except as provided in the Section titled "Dispute Resolution," above, with respect to arbitration proceedings between you and PBB, you agree to indemnify and hold harmless PBB, its officers, directors, managers, members, managing members, employees, agents, shareholders, and any past, present, or future affiliated entities and any other party involved in creating, producing, or delivering the Site, and their respective directors, officers, employees, agents, shareholders, licensors, and representatives, from and against any and all costs, losses, expenses, claims, actions, proceedings, demands, liabilities, and suits, legal or equitable, including, without limitation, reasonable attorney's fees and costs which arise out of, or relate to, or are attributable to, (a) your use of, or activities in connection with, the Site, or the Software; (b) any violation of these Terms of Use or Privacy Policy by you or through your account; or (c) any allegation that any submission or user content that you make available or create through the Site, or the software infringes or otherwise violates the copyright, trademark, trade secret, privacy, or other intellectual property or other rights of any third party.

Termination: You agree that PBB, in its sole discretion, may terminate your access to or use of the Site at any time and for any reason, including without limitation if PBB believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice, and that PBB may immediately deactivate or delete your account and password, and all related information, entries, and files associated with it, and/or bar any further access to such information or files.

You agree that neither PBB nor its officers, directors, managers, members, managing members, employees, agents, shareholders, or any past, present, or future affiliated entities will be liable to you or any third party for any termination of your access to the Site or to any such information or files, or will be required to make such information or files available to you after any such termination.

General Provisions: You acknowledge and agree that the unauthorized use of our Site, information, content, blog, Materials, including any including any breach of the Terms of Use and Privacy Policy, will cause irreparable harm to us and/or may cause irreparable harm to organizations or individuals that may be associated with us worldwide, the amount of which may be difficult to identify, and that money damages will be an inadequate remedy for such breach. Accordingly, you agree that PBB shall be entitled to seek specific performance and/or injunctive relief restraining and enjoining any such disclosure, use, or breach and such other relief as may be granted. Such right of PBB is in addition to the remedies otherwise available to PBB at law or in equity. You expressly waive the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction.

Irrespective of your actual place of use of the Site, these Terms of Use shall be governed by, and construed in accordance with, the laws of the United States of America (“U.S.”) and the State of Alabama, without giving any effect to any principles of conflicts of law. However, notwithstanding this paragraph, the arbitration agreement set forth in the Section titled “Dispute Resolution,” above, shall be governed by the Federal Arbitration Act. Except for arbitration, the exclusive jurisdiction and venue for any action by you, whether based on, arising out of, related to, or concerning these Terms of Use, our Site, and/or your access, and/or use, of the Site shall lie solely and exclusively in the U.S. Federal Courts in the Middle District of Alabama, Eastern Division or, when appropriate, in the State Circuit Court in and for Lee County, Alabama. You hereby irrevocably consent and submit to jurisdiction and venue in the courts described above.

YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, IN ANY ACTION, PROCEEDING OR LITIGATION, OF ANY TYPE, BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR PARTIES, WHETHER WITH RESPECT TO CONTRACT, TORT, STATUTORY, REGULATORY OR OTHER TYPES OF RIGHTS OR CLAIMS. EACH OF THE PARTIES HERETO AGREES THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A JUDGE WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE THAT YOUR RESPECTIVE RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED AS TO ANY ACTION, CLAIM, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF.

These Terms of Use, including a license, are personal to you, and neither can be assigned by you. You agree not to allow any other person to access and/or use any of the Site unless such other person agrees to be bound all of the provisions of these Terms of Use and obtain the prior written consent of us. You further agree to assume all responsibility and liability arising from any third party access to, or use of, any of the Site and (a) using, or under, any of your accounts, or any of your passwords; and (b) that you permit, knowing that such third party has not agreed to be bound by all of the provisions of these Terms of Use.

Subject to Section titled “Dispute Resolution,” above, which governs the Class Action Waiver, if any one (1) or more of the other terms, provisions, promises, covenants, or conditions of these Terms of Use shall be adjudged to any extent invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, such provision shall be as narrowly construed as possible, and each and all of the remaining terms and conditions of these Terms of Use or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. Further, subject to Section titled “Dispute Resolution,” above, which governs the Class Action Waiver, to the extent any other provision of this Agreement is in violation of applicable law, then you and PBB agree to negotiate in good faith to amend the Terms of Use, to the extent possible consistent with its purposes, to conform to law.

These Terms of Use, as may be amended by us from time to time without notice, constitute our entire agreement with respect to your use of any of our Site and the subject matter hereof, and supersedes and replaces all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to your use of the Site. You cannot amend or alter the terms of these Terms of Use. The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.