Hamilton.net User Agreement – Last Modified August 7, 2026

Acceptance of Terms Through Use

By using the Hamilton.net Internet Service (the "Service"), you signify your agreement to all of the terms, conditions, and notices contained or referenced herein. If you do not agree to these Terms and Conditions of Use, please do not use the Service. Hamilton.net, Inc. ("Hamilton.net", "we" or "us") reserves the right, at our discretion, to revise these Terms and Conditions of Use. Please refer to the Terms posted on the Hamilton.net website periodically for changes. Your continued use of the Service following the posting of any changes to the Terms and Conditions of Use constitutes acceptance of the changes.

This document contains the following sections:
1. Use of Hamilton.net and the Internet
2. No Service Warranties
3. Making Purchases through use of the Service
4. User Conduct on the Service
5. Consumer Information
6. Indemnification
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8. Miscellaneous
9. Acknowledgment and Acceptance

PLEASE READ EACH SECTION CAREFULLY BEFORE CONTINUING. If you have questions related to these Terms and Conditions of Use, please contact us at 402-694-6655.

1. **Use of Hamilton.net and the Internet**

You understand that you may access both Hamilton.net and the Internet in general through the Service. You understand further that, except for information, products or services clearly identified as being supplied by Hamilton.net or its affiliates, neither Hamilton.net nor any of its affiliates operates or controls any information, products or services on the Internet in any way and, except for such Hamilton.net identified information, products or services, all merchandise, information and services offered or made available or accessible through Hamilton.net or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Hamilton.net or its affiliates. **By your use of the Service, you also understand and agree that any and all charges incurred by you in connection with your use of the Service, including but not limited to access, toll, and long distance charges shall be sole and individual responsibility of the user of the Service, and that Hamilton.net has no responsibility for the payment of any such charges.**

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF HAMILTON. NET AND THE INTERNET. NEITHER HAMILTON.NET NOR ANY OF ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION

OR SERVICE PROVIDED THROUGH HAMILTON. NET OR ON THE INTERNET GENERALLY, AND SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH HAMILTON.NET OR ON THE INTERNET GENERALLY. YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU IN SOME OTHER WAY. YOU AND ALL MEMBERS OF YOUR HOUSEHOLD OR BUSINESS, AS THE CASE MAY BE, ACCESS SUCH MATERIALS AT YOUR OWN RISK. HAMILTON.NET HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCHMATERIALS.

2. **No Service Warranties**

THE SERVICE AND ALL MATERIALS, INFORMATION, SOFTWARE, AND PRODUCTS 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, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY HAMILTON.NET, ITS AFFILIATES, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER HAMILTON.NET NOR ITS AFFILIATES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES, SPYWARE OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES SHALL HAMILTON.NET, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF MATERIALS, INFORMATION, SOFTWARE, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OFPERFORMANCE.
If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Hamilton.net in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

3. **Making Purchases Through Use of the Service**

If you wish to make purchases on the Service, you may be asked by the merchant or information or service provider from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise information and services on the Service set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Service. You acknowledge and agree that Hamilton.net cannot guarantee the

security of your credit card or other payment mechanism information used to make purchases on the Service.

4. User Conduct on the Service

While using the Service, you may not:

4.1 Restrict or inhibit any other user from using and enjoying the Internet;

4.2 Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable 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;

4.3 Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;

4.4 Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

4.5 Upload, post, publish, transmit, reproduce, distribute, or otherwise make available in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightsholder; or upload, post, publish, reproduce, transmit, distribute, or otherwise make available in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws; or otherwise use the Service in any manner that violates the Digital Millennium Copyright Act, 17 U.S.C. § 512.

Hamilton maintains and reasonably implements a policy for terminating, in appropriate circumstances, subscribers who repeatedly infringe copyrights and reserves the right to suspend, restrict, or terminate the Service of any subscriber or account holder associated with multiple infringement notices of copyright infringement.

All copyright infringement notices and counter-notifications must be submitted to Hamilton's Designated DMCA Agent in accordance with Hamilton's standalone DMCA Policy, which includes the Designated Agent contact information and detailed notice and counter-notice procedures, available at https://hamilton.net/dmca.

Hamilton has no obligation to monitor the Service or proactively search for infringing activity. However, you agree that Hamilton has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Hamilton will not intentionally monitor or disclose any private electronic mail message unless required by law.

Hamilton further reserves the right to refuse to post, transmit, or store, and to remove, in whole or in part, any information or materials that, in its sole discretion, are unacceptable, undesirable, infringing, or otherwise in violation of this Agreement, the DMCA Policy, or applicable law. In addition, Hamilton may terminate your use of the Service if, in its sole judgment, you have violated any of these conditions pertaining to User Conduct.

4.6 Resale or sharing of the service in whole or in part including but not limited to sharing of user name and passwords, extending of bandwidth to wired and wireless networks for public access, and all other methods with the intended or unintended outcome being that of providing free or reduced cost internet access through Hamilton.net infrastructure without Hamilton.net's express consent is prohibited.

4.7 Site and/or server hosting of any type is not allowed. Separate service agreements which allow for such use of Hamilton.net's systems may be available at Hamilton.net's sole discretion and for an additional fee.

5. Consumer Information

5.1 Publication of User Information. You understand and agree that, unless you notify Hamilton Telecommunications to the contrary in writing at the address shown at the bottom of this Agreement, Hamilton Telecommunications may publish your name and other consumer information in one or more directories which may be accessed by other Internet users; in addition, unless you notify Hamilton Telecommunications to the contrary as provided above, Hamilton Telecommunications may make such information available to third parties from time to time. You understand further that merchants on Hamilton.net and the Internet in general may have access to such information and may make it available to third parties in accordance with their normal practices unless you notify those merchants directly that you do not wish such information made available.

5.2 Spam Filter. Use of this email filtering service is optional. No email filtering software is 100% accurate. When emails you would like to receive are routed to the "junk mail" folder, you will be responsible for retrieving such emails within 10 days from original receipt. Additionally, if you elect the "most likely spam" feature, various emails will be routed to the "most likely spam" folder, and you will be responsible for retrieving such emails within 2 days from original receipt. If you do not retrieve and redirect such emails from either folder, they will be deleted and will be unrecoverable. Should you elect to activate the filtering service, you accept any possible risk associated with its utilization and agree to waive any claims that you may have against Hamilton Telecommunications relating to such risk. You agree to hold Hamilton Telecommunications and its affiliates harmless from any and all liabilities, costs and expenses associated with deleted or misdirected emails.

5.3 User Passwords. You acknowledge that changing your user password on a regular basis is helpful in the effort to prevent unauthorized access to your personal account. You are responsible for protecting the confidentiality of your username and password and are exclusively responsible for all activities and conduct that occur under your user name and password. You are responsible for notifying Hamilton.net immediately upon learning that your user name and password have been used or may be used without your authorization. At the end of each Internet session, you are responsible for logging out and terminating the session. You are solely liable for any loss, damage, additional service charges and/or third party charges associated with or as a result of failure to comply with section 5.3 or any other section of this Agreement.

5.4 Email Blocking. Hamilton may elect to block incoming email messages that are considered “Spam” material, including but not limited to: pornographic materials, advertising scams, bulk mailing or any other emails Hamilton considers to be harmful or bothersome to its network or users. Hamilton may choose to utilize information from one or more third party organization to help identify individuals or organizations that broadcast “Spam” or other harmful items. Hamilton may block incoming email messages sent by such individuals or groups. In the event that an email or emails become blocked from Hamilton servers, such emails are generally unrecoverable. By using this service, you agree to hold Hamilton Telecommunications and its affiliates harmless from any and all liabilities, costs and expenses associated with blocked emails.

5.5 Port blocking. To aid in the protection of the overall Internet infrastructure, Hamilton may, in its sole discretion, choose to block customer use and/or access to various ports within its servers.

5.6 Damage to user and Hamilton.net equipment. You agree to accept all liability for loss or damage of equipment owned by you or leased to you by Hamilton.net arising out of, but not limited to electrical surges, wind damage, loss and theft. To reduce your likelihood of incurring losses associated with electrical surges, it is strongly recommended that you use a good quality surge suppressor installed in a manner consistent with manufacturer instructions.

6. Indemnification

You agree to defend, indemnify, and hold harmless Hamilton.net and its affiliates, and their employees, contractors, officers, and directors from all liabilities, claims and expenses, including attorney’s fees and costs that arise from your use or misuse of this site. Hamilton.net reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Hamilton.net in asserting any available defenses.

7. Failure to Comply with Terms and Conditions

Hamilton.net may deny you access to all or part of the Service without notice if you engage in any conduct or activities that Hamilton.net, in its sole discretion, believes violates any of the terms and conditions in this Agreement. If Hamilton.net denies you access to the Service because of such a violation, you shall have no right (1) to access through Hamilton.net any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the Internet through Hamilton.net, and Hamilton.net shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. You agree to defend, indemnify and hold Hamilton.net and each of its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys’ fees, related to any violation of this Agreement by you or authorized users of your account, or in connection with the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or authorized users of your account.

8. Miscellaneous

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. Hamilton.net'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. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws provisions. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. This Agreement constitutes the entire agreement between you and Hamilton.net with respect to the Service.
These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of Nebraska, excluding its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions of Use or your use of the Service shall be filed only in the state courts located in Hamilton County, Nebraska, or the federal court located in Lincoln, Nebraska. You further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

9. **Acknowledgment and Acceptance**

By accessing Hamilton.net, user states and acknowledges that he/she has read the aforementioned Terms and Conditions of Use and that he/she understands such Terms and Conditions of Use and agrees to abide by them.
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E- mail Hamilton Telecommunications at info@hamilton.net

Hamilton's DIGITAL MILLENNIUM COPYRIGHT ACT Policy, located at:
https://hamilton.net/dmca
Click here to read our Privacy Policy - Hamilton Telecommunications • Aurora, NE