

## Sandwich Isles Communications Terms of Use Policy

The policies on this page govern the use and navigation of this Web site.

### Terms of Use

The Sandwich Isles Communications (“SIC”) Web site (the “Web site”) provides information regarding SIC and its affiliated or related entities, including but not limited to ClearCom, Inc. dba Sandwich Isles Broadband Services (SIC and its affiliated and related entities are referred to collectively as the “Company”), for the convenience of the Company’s clients and other interested users. The SIC Terms of Use Policy governs the use and navigation of this Web site. Please read this Terms of Use Policy carefully before using this site. Your use of this Web site constitutes your consent to this Terms of Use Policy. If you do not accept this Terms of Use Policy, you are directed to discontinue accessing or otherwise using the Web site or any materials obtained from it.

SIC reserves the right, in its sole discretion, to change policies at any time. Changes will be effective immediately upon posting of the modified Terms of Use Policy. By using this Web site after SIC posted notice of such modifications, alterations or updates, you agree to the revised terms. The effective Terms of Use Policy will be posted on the Web site, and accordingly, you should check it regularly for any changes. SIC reserves the right to deny access to anyone at its complete discretion for any reason, including but not limited to, violation of this Terms of Use Policy.

### Links to Other Sites

This Web site may contain links to other web sites (the “Linked Sites”). The Linked Sites are for your convenience only, and you access them at your own risk. The Company is not responsible for, and does not endorse, the content of any Linked Site whether or not the Company is affiliated with the sponsors of a site. The Linked Site may have other terms of use policies different from, or in addition to, the Terms of Use Policy specified herein. By accessing such web sites through links provided on this Web site, you agree to abide by each applications terms of use policy as therein specified. The Company will not be held responsible for the content of any sites.

### Disclaimers of Warranties and Liability

The materials on the Web site are provided “AS IS” and “AS AVAILABLE” and without warranties of any kind either express or implied. The Company disclaims all warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, other than those warranties which, under the laws applicable to this agreement, are implied by law and are incapable of exclusion, restriction or modification. Neither the Company, nor any person involved in the creation, production and distribution of the Web site warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that the Company or the server that makes them available are free of viruses or other harmful components. The Company does not warrant or make any representations regarding the use or the results of the use of the materials in the Web site in terms of their correctness, accuracy, reliability, or otherwise. You expressly agree that use of the Web site is at your sole risk. You expressly agree that neither the Company, nor any of their respective employees, or agents, nor any person or entity involved in the creation, production, and

distribution of the Web site are responsible or liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of

any kind or character whatsoever based upon or resulting from the use or misuse of this site or any other Company web site. By way of example, and without limiting the generality of the foregoing, the Company shall not be responsible or liable for any claim or damage arising from failure of performance, error, omission, interruption, deletion, defect, delay in operation, computer virus, theft, destruction, unauthorized access to or alteration of personal records, or the reliance upon or use of data, information, opinions or other materials appearing on this site. You (and not the Company) assume the entire cost of, and responsibility for any and all necessary servicing, repair or correction resulting from your use of this site. In addition, you expressly acknowledge and agree that the Company is not liable or responsible for any defamatory, offensive or illegal conduct of other subscribers or third parties.

### **Limitation of Liability**

Your use and browsing of the Web site is at your risk. If you are dissatisfied with any of the materials contained in the Web site, or with any of these Terms of Use, your sole and exclusive remedy is to discontinue accessing and using the Web site.

Under no circumstances will the Company or other third parties mentioned at, or involved in creating, producing, or delivering the Web site be liable for any direct, incidental, consequential, indirect, special or punitive damages whatsoever (including without limitation, costs and expenses of any type incurred, lost profits, lost data or programs, and business interruption) arising out of your access to, use, inability to use or the results of use of the Web site, any web sites linked to the site, or any materials contained at any or all such sites (including but not limited to those caused by or resulting from a failure of performance; error; omission; linking to other Web sites; interruption; deletion; defect; delay in operation or transmission; computer virus; communication line failure; or destruction, unauthorized access to, alteration of, or use of any computer or system), whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory and whether or not the Company was advised of the possibility of such damages.

### **Indemnification**

You agree to indemnify, defend and hold harmless, the Company, its respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Terms of Use Policy. These obligations will survive any termination of your relationship with the Company or your use of the Web site. SIC 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 SIC in asserting any available defenses.

### **Trademarks**

You are prohibited from using any of the marks or logos appearing throughout the Web site without permission from the trademark owner, except as permitted by applicable law.

### **Governing Law; Venue**

The validity, construction and performance of this Terms of Use Policy shall be governed by the laws of the state of Hawaii and the United States. The venue for any suit or proceeding pertaining hereto shall be maintained in Honolulu, Hawaii. You may not bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.

### **Written Document**

You may preserve this Terms of Use Policy in written form by printing it for your records, and you waive any other requirement that this Terms of Use Policy be evidenced by a written document.

### **How to Contact Us**

Should you have other questions or concerns about this Terms of Use policy, please call us at 808-540-5754 on Oahu or toll free at 888-995-7274; or mail correspondence to Sandwich Isles Communications, Inc., 77-808 Kamehameha Highway Mililani, HI 96789-3941.