

Terms & Conditions

Last Updated Wednesday, 08 November 2006

Terms & Conditions
for Free Dialup.org services and website

BY USING ANY OF THE FreeDialup.org SERVICES (INCLUDING, WITHOUT LIMITATION, THE METRO2000 and/or G4 COMMUNICATIONS FREE OR PAY INTERNET ACCESS SERVICES, SOFTWARE OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY METRO2000/G4 COMMUNICATIONS, EMAIL SERVICES AND ANY SERVICES PROVIDED ON ANY OF THE WEB SITES MANAGED OR OWNED BY METRO2000/G4 COMMUNICATIONS (COLLECTIVELY, THE "FreeDialup.org SERVICE OR SERVICES")), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THE ACCEPTABLE USE GUIDELINES FOR THE FREEDIALUP.ORG SERVICE, THE FREEDIALUP.ORG SOFTWARE LICENSE AGREEMENT AND THE FREEDIALUP.ORG PRIVACY STATEMENT WHICH ARE REFERRED TO COLLECTIVELY AS THE "RULES."

IF YOU DO NOT AGREE TO BE BOUND BY THE RULES, YOU SHOULD DISCONTINUE REGISTRATION, OR YOUR USE OF, THE FREEDIALUP.ORG SERVICES AND DESTROY ALL COPIES OF THE FREEDIALUP.ORG SOFTWARE.

The most current version of the Rules may be found at <http://www.freedialup.org/> (the "FREEDIALUP.ORG Site"). Please review the Rules at the FREEDIALUP.ORG site prior to accessing the FREEDIALUP.ORG Services since the Rules may have changed since the date of production of this software. FREEDIALUP.ORG may change the Rules and the scope of the FREEDIALUP.ORG Services, in whole or in part, at any time. Posting of the updated Rules at the FREEDIALUP.ORG Site will constitute notice to you of any such changes, although FREEDIALUP.ORG may choose other types of notice for certain changes. Changes will be effective upon notice, although FREEDIALUP.ORG will use reasonable efforts to provide you with thirty days advance notice of material changes that adversely impact you. Your continued use of the FREEDIALUP.ORG Services following notice constitutes your acceptance of all changes, and each use of the FREEDIALUP.ORG Services constitutes your reaffirmation of your acceptance of the Rules. If you do not agree to changes to the Rules or the scope of the FREEDIALUP.ORG Services, your sole and exclusive remedy will be to terminate your use of FREEDIALUP.ORG Services, although if you have a prepaid account you will not have the right to terminate your use of the FREEDIALUP.ORG Services unless the change is material and adverse to you.

1.0 General

The Rules are your entire agreement with FREEDIALUP.ORG and govern your use of the FREEDIALUP.ORG Services. FREEDIALUP.ORG reserves the right to prohibit any conduct or to remove any materials or content in violation of the Rules or which FREEDIALUP.ORG believes in its sole discretion to be illegal or potentially harmful to others or may expose FREEDIALUP.ORG to harm or liability. FREEDIALUP.ORG may suspend or terminate your use of FREEDIALUP.ORG Services for any reason at any time, including if it determines that you have failed to comply with any of the Rules. FREEDIALUP.ORG reserves the right to take or terminate the use of any user name or email address at any time.

FREEDIALUP.ORG Services.

FREEDIALUP.ORG offers a variety of services, including Internet access services. FREEDIALUP.ORG retains the right at its discretion to make changes to the FREEDIALUP.ORG Services, including its fees and billing methods and the amount of time a user may access the Internet for free or for a specified fee, or to discontinue some or all of the FREEDIALUP.ORG Services. FREEDIALUP.ORG retains the right to change, suspend or terminate your use of the FREEDIALUP.ORG Service at any time for any reason, without notice, and nothing herein shall be construed to limit that right. If you have elected a prepaid, extended service agreement with FREEDIALUP.ORG, you may have rights to a refund as outlined in the Rules.

Collection and Use of Personal Information.

FREEDIALUP.ORG will collect, store, compile and utilize information about you, your computer, your phone number and your use of the FREEDIALUP.ORG Services including, without limitation, information regarding the Web sites you visit. However, FREEDIALUP.ORG will not disclose your name, address, telephone number, credit card number(s), e-mail addresses or other personal identifying information to third parties other than those acting on behalf of FREEDIALUP.ORG, unless you give FREEDIALUP.ORG consent to do so or except as may be required by law.

Exception to Spammers and/or Abusers:

Any user who uses FREEDIALUP.ORG services for spamming or inconjunction with spamming (such as including but not limited to spam advertised web pages) at sole discretion of FREEDIALUP.ORG, will have no privacy to their collected information where such collected information will be published or shared with third parties. If you abuse FREEDIALUP.ORG services, you agree such information to become public.

2.0 Your Obligations

YOU ARE RESPONSIBLE FOR ALL LOCAL AND/OR LONG DISTANCE TELEPHONE CHARGES INCURRED IN CONNECTION WITH YOUR USE OF FREEDIALUP.ORG SERVICES. YOU ARE RESPONSIBLE FOR ALL AMOUNTS

CHARGED BY YOUR TELEPHONE SERVICE PROVIDER FOR ALL CALLS YOU MAKE TO FREEDIALUP.ORG's CUSTOMER SUPPORT LINES. CHECK WITH YOUR LOCAL TELEPHONE SERVICE PROVIDER TO DETERMINE WHETHER THE ACCESS TELEPHONE NUMBERS YOU USE TO ACCESS THE FREEDIALUP.ORG SERVICES ARE PROVIDED AT NO CHARGE BY YOUR TELEPHONE SERVICE PROVIDER.

Minors.

If you are less than 18 years old but older than 12 years old, you should obtain your parent's permission to use the FREEDIALUP.ORG Services.

You may not obtain an account for FREEDIALUP.ORG's pay services unless you are at least 18 years old, and you represent that you are at least 18 years old by signing up for such services. If you are less than 13 years old, you are not allowed to use the FREEDIALUP.ORG Service without providing FREEDIALUP.ORG with your parent's consent in the form required by FREEDIALUP.ORG. Parents may read further information and obtain the Parental Consent Form by going to our Privacy Statement section entitled "Special Notice to Parents About Children Under Age 13." If you are a parent permitting a minor to use FREEDIALUP.ORG Services, you agree to (i) exercise supervision over the minor's use of FREEDIALUP.ORG Services and access to the Internet, (ii) assume all risks associated with the minor's viewing of content received through use of FREEDIALUP.ORG Services and the minor's transmission of materials, content, or information to another person via the Internet, (iii) assume any and all liabilities resulting from the minor's use of FREEDIALUP.ORG Services, including any and all payment obligations. FREEDIALUP.ORG provides information on the FREEDIALUP.ORG Site regarding parental control software available through various third party vendors, but you should know that such software is not completely effective in preventing minors' access to material that is unsuitable for children. FREEDIALUP.ORG does not endorse any of these third parties and makes no representation as to them or their software.

Accessing FREEDIALUP.ORG Services.

You are responsible for obtaining and maintaining, at your own expense, all input/output devices or equipment (such as modems, terminal equipment, computer equipment and software) and communications services (including, without limitation, long distance or local telephone services) necessary to access the FREEDIALUP.ORG Services and for ensuring such equipment and services are compatible with FREEDIALUP.ORG's requirements.

Use of your FREEDIALUP.ORG Account.

You are responsible for all use of your FREEDIALUP.ORG Services and for the security of your login identification, your password and any security lock code that you use to protect access to your data, FREEDIALUP.ORG personal profile, your file name(s) and files, network and user access, and any information you disseminate through use of FREEDIALUP.ORG Services or through other Internet services. You may not transfer or permit any other person to use your FREEDIALUP.ORG account.

No Resale of FREEDIALUP.ORG Services and FREEDIALUP.ORG Site.

The FREEDIALUP.ORG Services are for personal use only and may not be copied, resold, leased, transferred, exchanged or bartered. If you accessed the FREEDIALUP.ORG Services through a CD-ROM disc or diskette, you may give the disc or diskette to friends and family, but you may not sell it or copy it.

Transmission and Receipt of Content.

FREEDIALUP.ORG exercises no control over the content of information passing through its network or equipment. Disputes may arise between you and others or between you and FREEDIALUP.ORG related to such content or commerce. Such disputes could involve, among other things, the use or misuse of domain names; the infringement of copyrights, trademarks or other rights in intellectual property; defamation; fraud; the use or misuse of information; and problems with online auction or commerce transactions. You agree that all claims, disputes or wrongdoing which result from, or which are related in any way to, the content of information that you transmit, re-transmit or receive through FREEDIALUP.ORG's network or equipment are your sole and exclusive responsibility.

Email.

You may not incorporate a third party's trademark within your FREEDIALUP.ORG email address without permission of the trademark owner. Files attached to email messages may not exceed 3 megabytes and FREEDIALUP.ORG shall have no obligation to transmit files exceeding 3 megabytes attached to email messages transmitted to or from your account. Your mailbox account storage may not exceed 5 megabytes and FREEDIALUP.ORG shall have no obligation to allow your account to exceed 5 megabytes. Once your mailbox account storage reaches 5 megabytes you will not receive any additional email messages and FREEDIALUP.ORG may, without notice, terminate your FREEDIALUP.ORG email service and delete any or all email stored in your mailbox account. If your FREEDIALUP.ORG Services or FREEDIALUP.ORG email service is terminated you will be unable to access any email messages in your FREEDIALUP.ORG email account.

FREEDIALUP.ORG may, from time to time, place a message and or a hypertext link geared to promoting the benefits of FREEDIALUP.ORG Services or a third party sponsor in the footer location of outgoing email messages transmitted from your account. You agree to permit FREEDIALUP.ORG to include such messages or links in email messages you

transmit and agree not to alter, obscure or remove such messages or links.

Links to Third Party Sites.

The FREEDIALUP.ORG Service contains links to other sites on the Internet that are owned and operated by third parties. In some instances these sites are co-branded and the third parties are entitled to use FREEDIALUP.ORG's name and logo on these sites. FREEDIALUP.ORG does not control the information, products, or services on these third party sites. The inclusion of any link does not imply endorsement by FREEDIALUP.ORG of the site or any association with their operators. Because FREEDIALUP.ORG has no control over such sites and resources, you agree that FREEDIALUP.ORG is not responsible or liable for the availability or the operation of such external sites, for any material located on or available from any such sites, or for the protection of your privacy data by third parties. Any dealings with or participation in promotions of advertisers on our service, including the payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. You further agree that FREEDIALUP.ORG shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

Indemnification of FREEDIALUP.ORG. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD FREEDIALUP.ORG AND ITS SPONSORS, PARTNERS OR OTHER CO-BRANDERS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO YOUR BREACH OF ANY OF THESE RULES OR USE (BY YOU OR ANY THIRD PARTY) OF FREEDIALUP.ORG SERVICES THROUGH THE FREEDIALUP.ORG ACCOUNT ASSIGNED TO YOU, EXCEPT TO THE EXTENT SUCH CLAIMS DIRECTLY RESULT FROM FREEDIALUP.ORG'S OWN NEGLIGENCE. THE FOREGOING INDEMNIFICATION OBLIGATION SHALL SURVIVE ANY TERMINATION OF FREEDIALUP.ORG SERVICES PROVIDED TO YOU.

3.0 Termination and Cancellation

Either you or FREEDIALUP.ORG may terminate or cancel your account at any time. Except as specified herein, you will not be entitled to a refund for any prepaid amounts. Other than to receive a return of refundable prepayments, cancellation is your sole remedy with respect to any dispute with FREEDIALUP.ORG. This includes, but is not limited to, any dispute regarding the FREEDIALUP.ORG Services, the Rules and the enforcement or interpretation of the Rules, FREEDIALUP.ORG's policies and practices including our privacy policy, your ability to access the FREEDIALUP.ORG Services, the content available on the FREEDIALUP.ORG Services, and any matters relating to billing. You can cancel your FREEDIALUP.ORG Services by following the instructions on the FREEDIALUP.ORG Site. The Terms and Conditions on the FREEDIALUP.ORG Site will contain a current phone number to cancel your billing service.

4.0 Warranty Disclaimers

YOU ACKNOWLEDGE THAT FREEDIALUP.ORG SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE FREEDIALUP.ORG SERVICES OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF FREEDIALUP.ORG SERVICES OR THAT FREEDIALUP.ORG SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. FREEDIALUP.ORG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT. FREEDIALUP.ORG DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS OR USE THE FREEDIALUP.ORG SERVICES AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT FREEDIALUP.ORG WILL SERVICE OR HAVE ADEQUATE CAPACITY IN ANY SPECIFIC GEOGRAPHIC AREA.

5.0 Limitation of FREEDIALUP.ORG's Liability

IN NO EVENT SHALL FREEDIALUP.ORG BE LIABLE UNDER ANY SECTION OF THESE TERMS AND CONDITIONS OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT G4 COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. FREEDIALUP.ORG SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL FREEDIALUP.ORG'S LIABILITY TO YOU EXCEED THE GREATER OF ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU TO FREEDIALUP.ORG. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE RULES OR OUT OF THE FREEDIALUP.ORG SERVICES MAY BE BROUGHT BY YOU OR FREEDIALUP.ORG MORE THAN ONE (1) YEAR AFTER THE EVENT WHICH GAVE RISE TO THE CAUSE OF ACTION HAS OCCURRED. Some jurisdictions do not allow a limitation on liability for negligence that causes death or personal injury and, in such jurisdictions, FREEDIALUP.ORG's liability shall be limited to the greatest extent permitted by law.

6.0 Policy to Terminate Use of Services for Copyright Infringement

Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act, FREEDIALUP.ORG will terminate the account of any subscriber who uses his or her account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to FREEDIALUP.ORG and later confirmation through court order or an admission by the subscriber that an account has been an instrument of unlawful infringement, FREEDIALUP.ORG will terminate the infringing subscriber's account. FREEDIALUP.ORG may also in its sole discretion decide to terminate a subscriber's account privileges prior to that time if it has good faith belief that infringement has occurred. In addition, pursuant to 17 U.S.C. § 512(c), FREEDIALUP.ORG has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. FREEDIALUP.ORG respects the intellectual property of others, and we ask our subscribers to do the same.

If you believe that your copyright has been infringed through the use of a FREEDIALUP.ORG account, please contact FREEDIALUP.ORG Legal Department via mail at:

Legal Department -
G4 Communications, CORP.
Attn: FREEDIALUP.ORG
1 Sundial Avenue,
Manchester, NH 03103

7.0 Miscellaneous

Liability Limitation. FREEDIALUP.ORG shall not be liable for nonperformance or delay in performance caused by any reason, whether within or outside of its control.

Entire Agreement.

These Rules (as may be modified by updated Rules on the FREEDIALUP.ORG Site) together constitute the sole agreement between FREEDIALUP.ORG and you respecting the subject matter hereof and fully supersede any and all other agreements, either oral or in writing. You acknowledge and agree that you have read the Rules and understand and accept their terms.

Legal Actions.

These Rules will be governed by and construed in accordance with the laws of the State of New Hampshire, excluding its conflict of laws principles. The exclusive personal jurisdiction of and venue for all disputes arising out of these Rules shall be the state and federal courts located in Manchester, New Hampshire, USA and you consent to such exclusive jurisdiction and waive all objections to such jurisdiction and venue.

Severability.

If any provision of these Rules is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with applicable laws, and the remainder shall remain in full force and effect.

No Waiver.

Any failure of FREEDIALUP.ORG to enforce any provision of these Rules shall not constitute a waiver of any rights under such provision or any other provision of these Rules.

8.0 How to Contact Us

Attn: FREEDIALUP.ORG
G4 Communications, CORP.
1 Sundial Avenue
Manchester, NH 03103