

# TERMS AND CONDITIONS OF MID CENTURY COMMUNICATIONS RESIDENTIAL INTERNET SERVICE

## 1. GENERAL TERMS AND CONDITIONS:

a. Offer of Service & Agreement. Mid Century Communications (“Mid Century”) directly and through its affiliates offers you (“Customer”) the High Speed Internet Services (“Service”) that are the subject of this Terms & Conditions Agreement (“T&Cs”). These T&Cs, along with the Mid Century Network Management Policy, Acceptable Use Policy and the other policies incorporated by reference herein, set forth the obligations and terms of use of Customer, as well as the rights and obligations of Mid Century. For purposes of this Agreement, “you” and “your” or “Customer” refer to the person purchasing the Service. “We,” “our,” and “us” refer to Mid Century.

i. Activation, Cancellation or Modification. Service can be ordered, cancelled or modified by calling our offices at 309.778.8611. In some cases we may be able to assist you remotely over the phone or via the Internet by computer in accordance with our fee schedules. If a visit to your location is required, we can arrange an appointment during our normal business hours.

ii. By enrolling in, activating, using, or paying for the Service, you agree to the terms and conditions in this Agreement and applicable tariffs, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service and on the Mid Century website, [www.midcentury.com](http://www.midcentury.com), as amended, all of which are incorporated herein by reference. If you do not agree to all of these T&Cs, do not use the Service, and cancel the Service immediately by calling Mid Century at 309.778.8611 for further directions.

iii. Fees apply in accordance with our fee schedules for any work performed. Certain of our fee schedules are listed on our website at [www.midcentury.com](http://www.midcentury.com) and are subject to change without notice. Any fees will be added to your bill if you are a current customer of Mid Century, and payment will be due in the same manner as payment for the Service.

iv. All use of the Service, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Service complies with this Agreement.

b. Modification of Agreement. This Agreement may be updated or changed by us from time to time. You can review the most current version of the Agreement at any time at: <https://midcentury.com/corporate-legal-regulatory/>. If Mid Century makes a change to the Agreement and that change has a material impact on the Service, you will be provided notice of that change by contact to your current mail or email address in the records of Mid Century. You agree to periodically visit the aforementioned website to review any such changes. Your continued use of the Service following

the sending of such notice by Mid Century, or the expiration of thirty (30) days following posting of the change on the Mid Century website, whichever occurs first, constitutes your acceptance of such changes.

c. Subscription to the Service. Each Customer elects to subscribe to the Service for the Minimum Service Term set forth on the Customer’s enrollment form or other subscription document commencing from the date of acceptance by Mid Century and installation, as applicable. Customer agrees to pay for the Mid Century Service pursuant to the signed service agreement. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one month from the date of commencement of Service.

i. DSL SERVICE. DSL customers agree to pay for the Mid Century High Speed Internet (MCHSI) DSL service for a minimum of twelve (12) months. DSL customers will be provided one (1) single port external DSL modem by MCC at the time of installation. In consideration of MCC providing the DSL modem, customer agrees to pay an application fee and monthly service charge for a minimum of twelve (12) months. Both MCC and the customer may terminate this agreement at any time, after the initial 12-month term, by giving notice to the other. Such notice is effective when given and customer is obligated to pay for service through the termination date. Customer is responsible for replacement of the modem beyond the Manufacturer’s warranty period.

d. Required Equipment and Customer Responsibility. You understand that, in order for you to use the Service, you must obtain proper equipment and installation supplied by Mid Century. MCHSI requires an Ethernet card (contact customer service, 309-778-8611, for further information) for operation. Customer is responsible for the purchase and installation of the Ethernet card. MCHSI packages do not include any personal disk space on MCC servers for creating personal web pages or storage. You must conform all Customer equipment and software to the technical specifications for the Service provided by Mid Century. You further agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination:

(i) installation fee, and/or

(ii) equipment charge. Additionally, by accepting the Service and terminating Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept the Service. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

e. Terms and Restrictions: You agree that the following terms

and restrictions apply to the Service:

- i. Installation may require an on-site survey for signal strength or other Service availability and installation of equipment from a certified installer for Mid Century,
  - ii. Mid Century does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Service (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of Mid Century,
  - iii. You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Service provided, and any third-party fees that may apply to said Service; the cost for installation of any additional equipment or Service that Mid Century may install at your premises; the cost of any other work for which there is a fee; and the replacement cost of all Mid Century parts or equipment that may be damaged, lost, or stolen while in your possession,
  - iv. You acknowledge that the Service will not function in the event of an Internet Protocol ("IP") network interruption,
  - v. You further acknowledge that the listed speeds for any Internet Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or "throughput" may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by Mid Century,
  - vi. The specific rates and charges for the Service are set forth on Mid Century's price list, and
  - vii. Mid Century reserves the right to furnish the Service through affiliated companies, underlying providers and other third parties, in Mid Century's discretion.
- f. Payment and Pricing. All charges are billed by Mid Century on the 1st of each month, included in your monthly statement, and payment is due in full, without deduction or offset, by the 25th day of the same month. If payment is not received by the due date indicated on the invoice, you agree to pay a \$5.00 late payment fee. You also agree that Mid Century may suspend and/or terminate the Service if any amounts due Mid Century are not paid by their due date. If the Service is suspended and/or terminated, a reconnect fee will be required to re-establish service. Mid Century may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Mid Century for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

- i. Pricing Changes. Mid Century reserves the right where

allowed by regulation to change pricing for the Service at any time without notice to you; provided that Mid Century will not change the basic rate for the ordered service during the Minimum Service Term commitment period applicable to you. Following expiration of a Minimum Service Term commitment, or upon any payment default by you, Mid Century may adjust the rates for the Service to reflect any pricing increases made by Mid Century for the applicable services.

- i. Loss of Service, Customer Obligation. Any loss of the Service caused by the action or inaction of the Customer, or by a defect or failure of Customer equipment, will not suspend Customer's obligations to pay for the Service, and Customer shall remain liable for all applicable charges.

- ii. Credit Card and Credit Reporting Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Service. You hereby authorize Mid Century to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Service. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Mid Century and/or any other company who bills for products or services or acts as billing agent for Mid Century to continue to attempt to charge and/or place holds on your credit card with respect to all sums described herein, or any portion thereof, until such amounts are paid in full.

- iii. You agree to provide Mid Century with updated credit card information upon Mid Century's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither Mid Century nor any Mid Century affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at Mid Century's option, to the account number provided for such automatic payment or electronic funds transfer plan.

- iv. Account Disclosure. To the fullest extent permitted by applicable law, you authorize Mid Century to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and periodically obtain and use your credit report and other credit information from credit reporting agencies, private credit reporting associations and other sources in connection with Mid Century's offering of the Service. You understand that if you

fail to fulfill the terms of your obligations to Mid Century, Mid Century may report your failure to credit reporting agencies as well as pursue Mid Century's other rights and remedies.

v. **Advances or Deposits.** We may require you to make deposits or advance payments for the Service, which we may use to satisfy your initial bill for the Service, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Mid Century of satisfactory payment history or as required by law, Mid Century may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Mid Century or as required by law.

g. **Access to Premises.** You will provide Mid Century with reasonable access to your premises in order to install, maintain, and repair the Service, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Mid Century may drill, cut, and otherwise alter improvements on the premises. If you do not own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Mid Century deems appropriate for the work to be performed. You acknowledge that Mid Century may use existing wiring, including altering the wiring and removing accessories, located within your premises.

i. You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will Mid Century or any of its employees, agents, contractors, or business associates be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

ii. You will be responsible for payment of service charges for visits by Mid Century or its subcontractors to your premises when a service request results from causes not attributable to Mid Century or its subcontractors.

h. **Mid Century Equipment.** Unless expressly identified as being sold to Customer, title to all hardware and/or

software provided by Mid Century in connection with this Agreement (the "Equipment") shall remain with Mid Century. Mid Century's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such causes are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Customer agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Customer shall return to Mid Century all Equipment within thirty (30) days following the expiration, cancellation or termination of this Agreement, or Mid Century will charge the Customer the list price of the unreturned Equipment in addition to all applicable late return fees.

i. **Password Security.** Upon Mid Century's acceptance of Customer's registration for certain services, Mid Century will provide Customer with a username, password and user identification number. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Service through Customer's account. Customer must notify Mid Century immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Mid Century's property, and Mid Century may alter or replace them at any time.

j. **No Warranties.** Mid Century will use reasonable efforts to provide the Service and the Equipment in accordance with prevailing industry standards. **MID CENTURY MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES OR ANY EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SERVICES OR EQUIPMENT. IN NO EVENT WILL MID CENTURY BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF MID CENTURY'S OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF MID CENTURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY RELATED**

**TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.**

k. **Limitations on Use.** You acknowledge that the Service is provided for your personal use and not for resale or assignment. No Service or Equipment may be transferred to another location or shared with another person who is not bound by this Agreement. You will not use the Service for telemarketing or any excessive usage inconsistent with normal residential usage patterns (or, if a commercial customer under a commercial service plan, consistent with normal usage for that plan). If Mid Century determines, in its sole discretion, that you are reselling or transferring the Service or that you are using the Service in an improper manner or other manner unduly burdensome on Mid Century's network and facilities, Mid Century reserves the right, without advance notice, immediately to terminate or modify the Service, or to change your Service plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred.

l. **Termination of Service.** Mid Century may immediately terminate or suspend Customer's service without notice under one of the following conditions:

- i. Customer provides false or inaccurate information to Mid Century;
- ii. Customer violates this Agreement or the Mid Century' Acceptable Use Policy;
- iii. Customer engages in conduct that is a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws);
- iv. Pursuant to paragraph 1(e) above, Customer's payment for the Service is past due.

m. **Miscellaneous.** You acknowledge and agree that this Agreement, including the applicable tariffs and/or price lists from time to time on file with the Illinois Commerce Commission and/or Federal Communications Commission, together with all other applicable Mid Century' terms, conditions and policies incorporated herein, constitutes the entire agreement of the parties for the provision and use of the Service and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Mid Century, which consent may be withheld in Mid Century's sole discretion. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Mid Century of any terms herein shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall be governed by the laws of the Illinois without regard to choice of law principles. This agreement is accepted and performed at Mid Century County, IL, and venue shall be proper only in that county. No amendments or modifications to this Agreement shall be

effective or binding against Mid Century unless expressly agreed to in writing by an authorized representative of Mid Century. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.

n. **Notices.** Unless otherwise specified in this Agreement, notices to you may be made by email, posting online at [www.midcentury.com](http://www.midcentury.com), bill insert, regular mail or call to your billed or preferred telephone number. It is your responsibility to check for such notices.

i. Unless otherwise specified in this Agreement, notices by you to Mid Century must be given by calling our offices at 309.778.8611, or by U.S. Mail at P.O. Box 380, Fairview, IL 61432 and such notices are effective as of the date that our records show we received the notice.

ii. **Legal Notices.** Legal notices must be given by letter delivered by overnight mail or certified mail to P.O. Box 380, Fairview, IL 61432.

o. **Limitation on Liability.** Notwithstanding any other provision hereof, Mid Century shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to damages for lost profits or lost revenues), whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or likelihood of such damages.

p. **Force Majeure.** Mid Century shall not be liable for any failure of performance or equipment due to causes beyond its reasonable control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots or terrorist attack, wars or labor disputes.

q. **Indemnification.**

i. Each Party shall indemnify, defend and hold harmless the other Party against any claim, loss, damage, expense or liability (including reasonable attorney's fees and court costs (collectively, "Claims")) to the extent that such Claims are proximately caused by the gross negligence or willful misconduct of the indemnifying Party, its employees, agents or contractors. This includes, but is not limited to Claims in anyway arising from or related to:

1. Damage to tangible personal property or personal injury; and
2. Infringement of patent, trademark, design, copyright or any other intellectual property rights in relation to

the Designated Mid Century Service Order and use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any statutes or ordinances or other laws).

ii. This indemnification provision is limited. The indemnifying Party's liability shall not exceed the lesser of the indemnifying Party's insurance coverage for such claims or the indemnified Party's deductible for such claims. Each Party is expressly responsible for its selection of insurance coverages and if no coverage is in place but was available to the damaged Party, no liability may be imposed on the indemnifying Party. There are no intended third Party beneficiaries to this provision nor shall anyone be entitled to be subrogated to the rights or remedies provided by this provision. This Section 4.7 shall survive any termination of the Designated Mid Century Service Order.

iii. Neither Party's indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with, the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

## 2. SPECIAL PROVISIONS APPLICABLE TO INTERNET SERVICES:

a. Status of Internet Access. The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. **ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.** No advice or information given by Mid Century, its affiliates or its contractors or their respective employees shall create a warranty. Neither Mid Century nor its affiliates warrant that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Mid Century has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

b. Anti-Virus. Any anti-virus and SPAM protection offered in connection with the Service is offered for Customer's incoming email services and is provided through third party vendors and subject to their warranties and limitations. **NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE**

## **FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER SPAM PROTECTION FOR CUSTOMER EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER EQUIPMENT AND INFORMATION.**

c. Wireless Access. To the extent any of your services from Mid Century include wireless access, wireless systems use radio channels to transmit voice and data communications over a network, and privacy cannot be guaranteed. We are not liable to Customer or any other party for any lack of privacy resulting from using any wireless services of Mid Century. Customer acknowledges that wireless service is inherently not secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Mid Century cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. Mid Century strongly encourages Customer to obtain security solutions, such as virtual private networks, encryption and personal firewalls

d. Acceptable Use Policies. The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Service provided by Mid Century in ways that violate laws, infringe the rights of others, interfere with the users of Mid Century's network or other networks, or otherwise violate Mid Century's Acceptable Use Policy as set forth at <https://midcentury.com/acceptable-use-policy/> (the "AUP") and incorporated herein by reference and as set forth below. Mid Century reserves the right to modify the terms and conditions of the AUP from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Service by Customer after any changes to the AUP will constitute Customer's acceptance of any changes. If Customer violates the AUP, Mid Century may immediately suspend the Service without prior notice. Mid Century also reserves the right to terminate the Service in the event of chronic or uncured violations of the AUP as determined by Mid Century. Notwithstanding anything herein, Mid Century shall be under no obligation to monitor the compliance of Customer with the AUP.

e. No Resale. Customer agrees that the Service is provided for Customer's use only. Customer shall not, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (i.e. VoIP via wired, wireless, or other means), enabled to facilitate public hotspots or any other public use of the Service, or for any high-volume purpose. All aspects of the Service, except that portion provided by third party vendors, is copyrighted and property

of Mid Century.

f. Digital Millennium Copyright Act (“DMCA”) Notice. In operating the Service, Mid Century may act as a “services provider” under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Mid Century may be transmitted, stored, accessed or otherwise made available using the Service. You agree to notify Mid Century if and to the extent any situation arises wherein you believe any material available through the Service infringes a copyright. Any claimant must notify Mid Century using the notice procedure for claimed infringement under the DMCA and provide the following:

i. If you believe that your work has been copied and has been posted, stored or transmitted to Mid Century’s websites in a way that constitutes copyright infringement, please submit a notification pursuant to the DMCA by providing Mid Century’s designated agent the following written information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed upon;
3. A specific description of where the material that you claim is infringing is located on the website;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

ii. Mid Century’s designated agent (the proper party for notice) to whom any copyright owner should address infringement notices under the DMCA is as follows:

Designated Agent: James W. Broemmer, Jr.  
Address: 285 Mid Century Lane, PO Box 380, Fairview, IL 61432  
Phone Number: 309.778.8611  
Fax Number: 309.783.3297  
Email Address: dmca@MidCentury.com

iii. Mid Century will respond expeditiously to remove or disable access to material Mid Century determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

iv. Mid Century also has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if Mid Century, in its sole discretion, believes that it is reasonable to do so, including, without limitation, to:

- (i) satisfy laws, regulations, or governmental or legal

requests,

(ii) operate the Service properly, or

(iii) protect itself and its customers and users. Mid Century may immediately remove material or information from Mid Century’s servers, in whole or in part, which Mid Century, in its sole and absolute discretion, determines to infringe another’s property rights or to violate the AUP.

g. Network Management Policy. The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Mid Century’s Network Management practices pursuant to its Network Management Policy set forth at [https://midcentury.com/wp-content/uploads/Network-Management-Policy\\_final\\_2018\\_09\\_06\\_ewb.pdf](https://midcentury.com/wp-content/uploads/Network-Management-Policy_final_2018_09_06_ewb.pdf) (the “Network Management Policy”) and incorporated herein by reference. Mid Century reserves the right to modify the terms of the Network Management Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Service by Customer after any changes to the Network Management Policy will constitute Customer’s acceptance of any changes.

h. Data Usage: Mid Century reserves the right to establish monthly data usage thresholds based on individual Service plans, which would limit the amount of data Customer is able to upload and download within stated periods (“Usage Thresholds”). To the extent that Mid Century has established a Usage Threshold Policy, it will post the policy, with a full description about management of data usage and enforcement of Usage Thresholds, to the Mid Century website at <http://www.midcentury.com>.

i. Privacy Policy. Mid Century is committed to protecting the privacy and security of the information collected by Mid Century from customers through this websites, as well as by phone, email and mail. The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Mid Century’s Privacy Policy set forth at <https://midcentury.com/privacy-policy-cpni/> (the “Privacy Policy”) and incorporated herein by reference. Mid Century reserves the right to modify the terms of the Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Service by Customer after any changes to the Privacy Policy will constitute Customer’s acceptance of any changes.