

SCC Terms of Service

Thank you for your interest in Sky Catcher® Communications and Dirt Road High Speed Networks ("SCC"). If you have registered with SCC, please review the SCC Network's Registered User Terms of Service, which govern your registration and use of SCC and other services on the SCC Network. If you have not registered with the SCC Network, the following terms and conditions govern your registration and use of SCC.

You Must Agree to these Terms of Service to Use SCC Products

By using or registering for an SCC Product (defined below), you agree to these terms and conditions ("Terms of Service") and the SCC Privacy Policy. You agree to accept notices electronically. Each time you use an SCC Product, you reaffirm your acceptance of the then-current Terms of Service. If you do not wish to be bound by these Terms of Service, you may discontinue using the SCC Products. You cannot use or sign up for SCC Products until you have accepted these Terms of Service. If you were a user who registered with another Network, these Terms of Service supersede that Network's terms regarding your ongoing use of SCC. Additionally, if you are a user of Enterprise SCC products or co-branded SCC Products, additional terms and privacy conditions may apply to your use of SCC.

SCC Products

For purposes of these Terms of Service, the term "SCC Products" shall mean SCC software (whether preinstalled, on a medium or offered by download), SCC services, SCC websites (including, without limitation, SKYCATCHER.COM and DIRTROADCONNECT.COM) and all other software, features, tools, web sites and services provided by or through SCC from SCC, INC and its business divisions (e.g., Dirt Road Connect) (collectively "SCC") and SCC's third-party vendors.

Additional Terms and Conditions for other Services or Products

You agree and understand that certain SCC Products, features and other premium services offered by or through SCC (including services from SCC) may be subject to additional terms and conditions or registration requirements. You agree to abide by these additional terms and you further agree that a violation of those terms while you are accessing those products with your SCC Screen Name or through an SCC Product shall constitute a breach of these Terms of Service.

Modifications to the Terms of Service

SCC may change the Terms of Service at any time and in its sole discretion. The modified Terms of Service will be effective immediately upon posting and you agree to the new posted Terms of Service by continuing your use of the SCC Products. SCC will provide at least 30-days' notice before any material changes take effect. If you do not agree with the modified Terms of Service, your only remedy is to discontinue using the SCC Products and cancel your registration.

Requirements for Use or Registration of SCC Products

The SCC Products are intended for general audiences. You represent and warrant that you have adequate legal capacity to enter into binding agreements such as these Terms of Service. Some SCC Products may require the user to register and provide information to SCC, such as name, e-mail address, gender, date of birth, zip code (the "Registration Information"). If you register for any SCC Product, you agree to provide accurate and complete Registration Information and you agree to keep such information current.

You will need a valid form of identification to use SCC Products, such as a valid screen name issued by SCC or such other forms of user identification authorized by SCC (collectively, "Screen Name"). You may use the Screen Name already assigned to you from SCC services, such as, Sky Catcher or Dirt Road. If you do not have a Screen Name, you can register for a screen name on the SCC service. You may not (1) select or use a Screen Name of another person with the intention of impersonating that person, (2) use a Screen Name of anyone else without authorization, (3) use a Screen Name in violation of the intellectual property rights of any person or (4) use a Screen Name that SCC considers in its sole discretion as being inappropriate.

Inactive Status

Unless you are a subscriber to an SCC fee-based subscription service (including, SCC or Dirt Road), you must use your Screen Names on a regular basis (e.g., log into an SCC Product) to keep your Screen Names and registration active. SCC may cancel the registration and Screen Names and delete any e-mail or data any SCC Product of any registered user who does not have a current subscription or who SCC has determined in its sole discretion has not used such Screen Name for a period of ninety (90) days. If your Screen Name is canceled, you will need to re-register for an SCC Product and obtain a new Screen Name to gain access to registration-based features and tools. If the Screen Name that you previously used and which was canceled has not been taken by another registered user of SCC or any affiliated service including, without limitation, SCC, or Dirt Road, you may re-register with your canceled Screen Name. You agree that SCC may deactivate any free e-mail accounts offered by SCC at any time. You agree that SCC has no responsibility or liability for the deletion or failure to store any e-mail messages on such deactivated e-mail accounts. If your e-mail account is deactivated, you will need to reactivate an e-mail box or sign up for a new account.

Registered User Information

The SCC Privacy Policy explains how SCC collects and uses information and the choices you have with that information. You consent to SCC using your registration information and other information collected by SCC under the terms of the SCC Privacy Policy.

By registering with or using SCC Products, you consent to the collection and use of your personal information and the transfer of this information to the United States or other countries for the processing and storage by SCC. Additionally, you agree that SCC may use the Screen Names and wallet services, or other similar technologies, to authenticate you on SCC, help store your registration and transaction-related information, and enable you to take advantage of offerings from SCC and its affiliated providers.

Your Responsibility

You are responsible for all activity made by you or anyone you allow to use your SCC account and Screen Name, including your family or friends. You agree to keep confidential the passwords associated with your account. You may not use SCC while driving, operating hazardous equipment, or engaging in other forms of hazardous activities. You agree to indemnify and hold harmless SCC for losses incurred by SCC or another party due to someone else using your account or password as a result of your failure to use reasonable care to keep your account information confidential or as a result of your failure to use reasonable care while using SCC Products.

You are responsible for any materials you post or make available on or through the SCC Products, including message board posts, chat participation and homepages.

Communications

You are responsible for obtaining your own Internet access, such as maintaining all telephone, computer hardware and other equipment needed for access to and use of the SCC Products, and all charges related thereto. Any telephone or other communications charges incurred by you to access SCC are your responsibility. If you are accessing SCC through a telephone line, please call your local phone company to determine if the access numbers you select are subject to long distance or other toll charges at your location. Also, your carrier, such as a wireless carrier, may charge service fees for alerts, text messaging (including receiving/sending instant messages and e-mail), web browsing and other services that require the use of airtime and wireless data services. Check with your carrier to verify the fees that may apply to you.

You May Use the SCC Products for Lawful Purposes Only

You may use SCC Products for lawful purposes only. You may not post on or transmit through community areas (e.g., message boards, chat, e-mail, calendars, instant messaging products) or other means any material that (1) violates or infringes in any way upon the rights of others, (2) is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, indecent or otherwise objectionable, (3) encourages conduct that would constitute a criminal offense, (4) gives rise to civil liability, (5) violates any policies posted in any community areas or (6) otherwise violates any law. You also may not undertake any conduct that, in SCC's judgment, restricts or inhibits any other user from using or enjoying the SCC Products, including without limitation the community areas.

No Spam, Bulk Email or Bulk Instant Messages

You may not use SCC Products including communication tools such as e-mail, instant messaging and chat services to send unsolicited bulk communications, including through e-mail or instant messages. Similarly, you may not authorize others to use your account or sub-accounts to send unsolicited bulk communications, or cause unsolicited bulk communications to be sent by someone else. You may not harvest or collect information about SCC users from SCC Products, including Screen Names, and use that information for the purpose of sending unsolicited bulk communications. Any violation of these provisions may result in immediate termination of your account and further legal action. You agree that SCC may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing or remaining within SCC's networks.

Content You May Use

SCC, its vendors and SCC users who lawfully post content such as information, software, games, communications, photos, video, graphics, music, sound and other materials ("Content") on SCC Products own the property rights to that Content. The Content is protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by SCC or its vendors. You agree that you will not take any action to interfere with SCC's or its vendors' ownership of or rights in the Content and you will not attempt to circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Content.

You may use Content available on the SCC Products only for personal, non-commercial purposes. You may be given the opportunity to download certain Content such as music and photos, but you may do so only to the extent as authorized for that particular Content and only for your personal use. You may not use the Content in a manner that exceeds the rights granted for your use of the Content, which includes unauthorized copying or distribution of the Content or creating an unauthorized derivative work.

Content You Post to Public Areas

As explained in detail in the [SCC Privacy Policy](#), SCC does not read your private online communications when you use any of the communication tools on SCC Products. If, however, you use these tools to post Content or other information to public areas on SCC Products (for example, in chat rooms or online message boards), other online users will have access to this information and Content.

You may only post Content to public areas on SCC Products that you created or which the owner of the Content has given you permission to post. You may not post or distribute Content to public areas on SCC Products that is illegal or that violates these Terms of Service. By posting or submitting Content to public areas of SCC Products, you represent and warrant that (i) you own all the rights to this Content or are authorized to use and distribute this Content to public areas of SCC Products and (ii) this Content does not and will not infringe any copyright or any other third-party right nor violate any applicable law or regulation.

You or the owner of the Content retain ownership of all right, title and interest in Content that you post to public areas of any SCC Product. However, by submitting or posting Content to public areas of SCC Products (for example, posting a message on a message board or submitting your picture), you grant SCC, its parent, affiliates, subsidiaries, assigns, agents and licensees the irrevocable, perpetual, worldwide right to reproduce, display, perform, distribute, adapt and promote this Content in any medium. Once you submit or post Content to any public area on an SCC Product, SCC does not need to give you any further right to inspect or approve uses of such Content or to compensate you for any such uses. SCC owns all right, title and interest in any compilation, collective work or other derivative work created by SCC using or incorporating Content posted to public areas of SCC Products.

No Duty to Monitor

SCC is not required to pre-screen Content available on the SCC Products, including the content of any messaging that occurs on or through the SCC service, although SCC reserves the right to do so in its sole discretion. SCC is not liable for Content that is provided by others. SCC reserves the right to remove Content that, in its sole judgment, does not meet its standards or does not comply with these Terms of Service, but SCC is not responsible for any failure or delay in removing such material.

Changes to the Service

SCC has the right at any time to change, modify, add to or discontinue or retire any aspect or feature of the SCC Products including, but not limited to, the software, community areas, Content, hours of availability, equipment needed for access or use, the maximum disk space that will be allotted on SCC servers on your behalf either cumulatively or for any particular service or the availability of SCC Products on any particular device or communications service. SCC has no obligation to provide you with notice of any such changes.

SCC License to You

SCC and its vendors grant you a personal, non-exclusive, non-transferable limited license to install the software and services distributed by SCC (including all software and services provided by a third-party vendor for SCC) in object code form only on any computer or device from which you wish to access the SCC service and all other SCC Products ("Software") and to use the Software for the sole and exclusive purposes of connecting to and using the SCC Products in accordance with these Terms of Service. You may not sub-license, or charge others to use or access the Software without first obtaining written permission from SCC. SCC occasionally will provide automatic upgrades to improve your online experience, such as virus and spam screening technologies, although these upgrades may not be consistent across all platform and devices. You agree to accept and to take no action to interfere with such automatic upgrades, scanning, and related services.

You may not sell, assign, grant a security interest in or otherwise transfer any right in the Software or incorporate it (or any portion of it) into another product. You may not copy the Software. You may not translate, reverse-engineer or reverse-compile or decompile, disassemble, make derivative works from, or otherwise attempt to discover any source code in the Software. You may not modify the Software or use it in any way not expressly authorized by these Terms of Service. You may not obtain the communications protocol for accessing the SCC service, the SCC Products, or any other SCC services. Finally, you may not authorize or assist any third party to do any of the things described in this paragraph. You understand that SCC's introduction of various technologies may not be consistent across all platforms and that the performance and features offered by SCC may vary depending on your computer and other equipment.

Restrictions on Access to or Use of SCC Products

You may access SCC Products only through the interfaces and protocols provided or authorized by SCC. You agree that you will not access SCC Products through unauthorized means, such as unlicensed software clients, and that you will only use SCC Products in conjunction with SCC authorized products and components.

U.S. Government End Users

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth herein.

Export Control

You agree to comply with all export and import laws and restrictions and regulations of the United States or any foreign agency or authority, and not to export, re-export or import the Software or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. For example, you may not export or re-export any commodities, software, or technical data received from SCC, or any direct product of such commodities, software or technical data, to any proscribed country, party, or entity listed in the applicable laws, regulations, and rules of the U.S. Government unless properly authorized. As applicable, each party shall obtain and bear all expenses and responsibility relating to any necessary licenses and/or exemptions with respect to its own export or re-export of the Software from the U.S.

No Support by SCC

You understand that your use of any Software is at your own risk and that SCC provides no assistance other than the information posted on the SCC Web site located at <http://www.skycatcher.com>. SCC is under no obligation to provide you with any error corrections, updates, upgrades, bug fixes and/or enhancements of the Software.

Third-Party Services

Third parties may offer from time to time applications or services to access SCC services and SCC Products. Your use of such third-party applications will be at your own risk and subject to the terms and conditions of those third-parties. SCC does not represent and warrant that access and use of SCC Products through these third-party applications will be compatible, uninterrupted, error free, without defects or that you will be able to access the SCC Products at all times and locations of your choosing. You also agree that SCC is under no obligation to provide you with any error corrections, updates, upgrade, fixes and/or enhancements to make SCC Products accessible through these third-party applications.

Copyright Infringement

If you believe that your work has been copied and is accessible on an SCC Product in a way that constitutes copyright infringement, please contact SCC.

No Endorsement

SCC Products may contain links to other web sites, resources and advertisers. SCC is not responsible for the availability of these external sites nor does it endorse, or is it responsible for, the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products or other materials made available on or through such external sites. Under no circumstances shall SCC or any of the affiliated providers be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to you in connection with the use of or reliance on any content, goods or services available on such external sites. You should direct any concerns to such external sites' administrator or Webmaster.

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LIMITATION OF LIABILITY. SCC'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY DISPUTE WITH SCC (INCLUDING WITHOUT LIMITATION YOUR USE OF THE SOFTWARE OR SCC PRODUCTS) IS TO DISCONTINUE YOUR USE OF THE SCC PRODUCTS AND SOFTWARE. SCC AND ITS VENDORS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGE ARISING FROM YOUR USE OF THE SCC PRODUCTS, SOFTWARE OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OR REGISTRATION WITH SCC PRODUCTS AND SOFTWARE. THESE EXCLUSIONS FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SCC HAD BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UPON WHICH THE CLAIM IS BASED. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SCC AND ITS VENDORS' LIABILITY IN SUCH STATE OR JURISDICTION SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. SCC DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH SCC PRODUCTS AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Indemnification

You agree to defend, indemnify and hold harmless SCC, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of your use of the SCC Products. SCC reserves the right, at its own expense and in its sole discretion, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, and only in such event, shall you have no further obligation to provide indemnification for SCC in that matter.

Termination

SCC has the right to terminate your Screen Name, your registration, the Software license or your access to SCC Products for any reason, including, without limitation, if it, in its sole discretion, considers your use to be unacceptable, or in the event of any breach by you of the Terms of Service (either directly or through breach of any other terms and conditions or operating rules applicable to you). SCC may, but shall be under no obligation to, provide you a warning prior to termination of your use of the SCC Products.

Trademarks

All trademarks appearing on the SCC Products are the property of their respective owners, including, without limitation, Sky Catcher Communications Corporation.

Purchases and Premium Services

SCC may from time to time give you the opportunity to purchase or subscribe to products and premium services or upgrades on SCC (collectively, "Premium Services"). You agree that your purchase or subscription of any Premium Service will be subject to additional terms and conditions that will supplement this agreement.

You can go to "Contact Us" on the SCC web site to get information about billing or to determine the status of your bill and the amount of any surcharge.

Any trial promotion (such as free trial time or trial access to a Premium Service) must be used within the specified time of the trial. You must cancel your account before the end of the trial period to avoid being charged a subscription fee. Please note, however, that even during any free trial or other promotion, you will still be responsible for any purchases and surcharges incurred using your account and that you remain responsible for any telecommunications charges or internet access charges that you may incur while you use a Premium Service.

Your Payment Responsibilities

You must select a payment method to pay for your fees for any Subscriber Service and for all purchases made from SCC Products. You must give SCC accurate billing and payment information and keep this information up-to-date through the "Contact Us" area on SCC.COM. You agree to pay SCC for all charges incurred under your account, including all applicable taxes, fees and surcharges. You authorize SCC to charge your designated payment method for these charges. If SCC does not receive payment from your designated payment method, you agree to pay all amounts due upon demand by SCC or its operators.

Every time you use an SCC Product, you reaffirm that (i) SCC (or its designated vendor acting as SCC's billing agent) is authorized to charge your designated payment method; (ii) SCC may submit charges incurred under your account for payment; and (iii) you will be responsible for such charges, even if your subscription is canceled or terminated.

You are responsible for all charges incurred under your account, including applicable taxes, fees, surcharges and purchases made by you or anyone on your account.

You must notify SCC's customer service about any billing problems or discrepancies within 60 days after they first appear on your Account statement. If you do not bring them to SCC's attention within 60 days, you agree that you waive your right to dispute such problems or discrepancies.

Subscription Plans

Fees charged for subscription plans are nonrefundable and due in advance unless provided otherwise in your subscription plan. Under most monthly plans, your payment method will be charged automatically every month until such time that you cancel your subscription or SCC otherwise terminates your subscription. Also, under most subscription plans, SCC will automatically renew your subscription and charge your payment method until such time that you cancel your subscription or SCC otherwise terminates your subscription.

Electronic Delivery Policy

SCC, as an online business, transacts with its users electronically. WHEN YOU SIGN UP FOR ANY SCC PRODUCT, YOU CONSENT TO RECEIVE ELECTRONICALLY FROM SCC ANY PRIVACY OR OTHER NOTICES, AGREEMENTS, DISCLOSURES, REPORTS, DOCUMENTS, COMMUNICATIONS, OR OTHER RECORDS (COLLECTIVELY, "NOTICES"). You agree that SCC generally can send you electronic Notices in either or both of the following ways: (1) to the e-mail address that you provided to SCC during registration or (2) SCC may post Notices on a welcoming screen or top page of the relevant SCC Product. You agree that certain premium services may also have their own Notice procedures. You must check your designated e-mail address regularly for Notices. You must have a personal computer with a modem connected to a communications source (telephone, wireless or broadband), a Windows-based operating system with an Internet browser or a Macintosh-based operating system with an Internet browser and Internet e-mail software in order to access electronic communications. You will need a printer attached to your personal computer to print any Notices. You can retrieve an electronic copy and a printable version of the Terms of Service by clicking on the "Terms of Service" link on the home page of SCC.com or DirtRoadConnect.com. The delivery of any Notice from SCC is effective when sent by SCC, regardless of whether you read the Notice when you receive it or whether you actually receive the delivery. Your only method of withdrawing consent to receive Notices electronically is to terminate any subscriptions, services or other products provided under these Terms of Service.

Miscellaneous

A. The provisions of these Terms of Service addressing disclaimers of representations and warranties, limitation of liability, indemnity obligations, intellectual property, Premium Services and governing law shall survive the termination of these Terms of Service, your Premium Services and your registration with the SCC Products.

B. These Terms of Service and any operating rules for any areas of functionality of the SCC Products established by SCC constitute the entire agreement between SCC and you regarding the subject matter of these Terms of Service, and supersede all previous written or oral agreements. In the event of any inconsistency between these Terms of Service and any such other terms of use or operating rules of a specific SCC Product, these Terms of Service will supersede such other terms of service or operating rules. The Terms of Service shall be governed by and construed in accordance with the laws of the state of North Carolina, without regard to its conflict of laws rules. You expressly agree that the exclusive jurisdiction for any claim or dispute under the Terms of Service and or your use of the SCC Products resides in the courts located in the State of North Carolina, and you further expressly agree to submit to the personal jurisdiction of such courts for the purpose of litigating any such claim or action. The foregoing provision may not apply to you depending on the laws of your jurisdiction. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

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