

Terms of Use Policy

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

Terms of Use

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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.

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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.

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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.

Copyright Infringement

While Sandwich Isles Broadband Services encourages users to act responsibly, it is possible that some users will take actions or engage in activities that infringe or are alleged to infringe the intellectual property rights of others. In compliance with the Digital Millennium Copyright Act ("DMCA"), infringement claims should be submitted to:

Sandwich Isles Broadband Services
Attention: NOC & COE Supervisor
1003 Bishop Street, Suite 2700
Honolulu, HI. 96813
copyright@sandwichisles.com

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., 1003 Bishop Street, Suite 2700, Honolulu, HI 96813.