

## TERMS OF SERVICE AND ACCEPTABLE USE POLICIES

Thank you for choosing PGTELCO Internet as your Internet Service Provider. PGTELCO Internet is an affiliate of The Prairie Grove Telephone Company (PGTELCO). When using PGTELCO Internet's service, please be aware that the following Terms of Service and Acceptable Use Policies apply at all times. These Terms and Policies have been developed in order to ensure that you and all other PGTELCO Internet customers have a high quality service that is being used appropriately by all customers. By establishing and using your PGTELCO Internet account, you agree to all of the Terms and Policies set out in this document.

**1. General Terms and Policies.** PGTELCO Internet is a private company providing a commercial gateway to the Internet. PGTELCO Internet's equipment and facilities may be used to send electronic mail, conduct commercial transactions, access bulletin boards, newsgroups and private networks, engage in on-line chat sessions, transfer files, and otherwise enjoy all legal aspects of the Internet, subject to these Terms and Policies (referred to in this document as "the Service.")

This service is provided to authorized persons or organizations (referred to in this document as "Subscriber" or "you"). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound by these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service.

PGTELCO Internet grants you a non-exclusive right to access, use and display the Service on any computers or other electronic display devices of which you are a primary user. You may not assign, sub-license or transfer any rights or obligations of the Service without the express written consent of PGTELCO Internet.

**2. Coverage.** If you are an individual Subscriber, these Terms and Policies apply to all persons who gain access through your account. If you are a commercial Subscriber, these Terms and Policies apply to all your employees, agents and/or customers who gain access through your account. In either instance, a violation of these Terms and Policies by anyone using your account will be imputed to you.

**3. Prices and Charges.** For the most current listing please contact our business office or see our web site at [www.pgtc.com](http://www.pgtc.com). Charges are due within 14 days of the date on Prairie Grove Telephone Company's invoice. If you fail to pay for your account for 21 days after the date of the invoice, PGTELCO Internet may without further notice terminate your account. Termination does not remove your responsibility to pay all fees incurred up to the date that PGTELCO Internet terminates your account. If PGTELCO Internet incurs any fees or costs in collecting any past-due amounts, including costs of legal counsel or a collection bureau, those fees and costs will be added to the amount you owe.

PGTELCO DSL prices and fees are based on a Subscriber's existing dial-tone line. If a Subscriber disconnects their dial-tone, the DSL monthly recurring charge may increase. Additional administrative fees and non-recurring installation fees may also apply.

**4. Term.** The Service is provided to you on a billing date to billing date basis. PGTELCO Internet must receive verbal or written notice of termination (which may be by first class mail or by e-mail) from you at least 1 working day prior to end of a billing period,(The 20<sup>th</sup> day of each month) or the Service will be provided and charged to you for the following billing period.

**5. Grounds for Suspension and Termination.** You agree to comply with these Terms and Policies, as well as the applicable rules, regulations and policies of any network, bulletin board, newsgroup, web site or Internet Service Provider accessed through the Service. Any violation of either these Terms and Policies or the other rules, regulations or policies noted above may serve as cause for PGTELCO Internet to suspend or terminate your account. You agree PGTELCO Internet has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:

- a. Using the Service in a way which constitutes violation of any applicable statute, law, court order, tariff, regulation, or treaty (including, but not limited to, intellectual property, communications, privacy, criminal and international law);
- b. Using the Service in a manner intended to abuse or violate the privacy or property rights of others, including but not limited to sending of unsolicited bulk e-mail ("spamming"); the suspension or termination which will result from spamming is entirely separate from and in addition to the fees which will be placed on your account due to such activity;
- c. Using the Service in an attempt to break security, or so as to actually break security of any computer network (including the Service itself), or to access an account of which you are not the owner or a communication on which you are not the sender or intended recipient;
- d. Using the Service in such a way as to forge headers/addresses in electronic mail or USENET postings, or using any other method to disguise the sender's identity;
- e. Excessively using the Service in such a way as to limit the bandwidth or access available to others, including, but not limited to, download traffic of fifty (50) megabytes or more per day for the Subscriber's web page or site, sending e-mail traffic in excess of fifty (50) megabytes per day, or using ping, e-mail check, excessive IRC logging, or any automated program with the sole intent of creating a continuous connection;
- f. Posting commercial messages to a USENET group where the posting is not approved by the specific USENET group in its charter, or mass postings to large numbers of USENET groups;
- g. Using the Service to operate server programs, including but not limited to mail servers, IRC servers, ftp servers or web servers.
- h. Using the Service to promote or solicit competing Internet services;
- i. Using the Service for unauthorized relays through any third party systems;
- j. Attempting, in any way, to interfere with or deny service to any user or any host on the internet;
- k. Using the Service for mail-bombing. Mail bombing is defined as the sending of mass amounts of email to one recipient, with the intent to render that recipient's account and/or the electronic system serving that account dysfunctional;
- l. Using the Service to engage in any form of Denial of Service attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s) or the its connectivity, including but not limited to syn flood attacks, misuse of ARP/DHCP/IGMP, Smurfing;

- m. Using the Service to add or attempt to add addresses to any mailing list without the explicit positive consent of the addressee(s);
- n. Using the Service to forward or post "chain letters" (multiple forwarding) of any type;
- o. Attempting to cancel, supersede, or otherwise interfere with e-mail or USENET posts other than your own;
- p. Engaging in harassment, whether through language, frequency, or size of messages;
- q. Furnishing false data on your sign-up form, contract, or online application, including providing fraudulent credit card or other payment information;
- r. Before Customers engage in mass mailings they must obtain written authorization from PGTELCO Internet. Customers must comply with all requirements and instructions set forth by PGTELCO Internet before the customer may engage in mass mailings. Mass mailings are not included in the service and the customer has no right to engage in mass mailing until customer receives written approval from PGTELCO Internet. Mass Mailings are defined by PGTELCO Internet as mailings to more than 100 users by PGTELCO Internet customers to any group of end users. Mass mailings are limited to Civic Organizations, Churches, and Business accounts only;
- s. PGTELCO Internet may approve, deny, condition, or rescind previously granted permission, in its sole discretion. Failure of PGTELCO Internet to reply to customer shall be deemed a denial of mass mailing authorization;
- t. PGTELCO Internet reserves the right to reject any request to perform a mass mailing if it is determined to be in its own best interests;
- u. PGTELCO Internet reserves the right to suspend and/or terminate Service, in its sole discretion, for any Service activity that is deemed illegitimate and/or inappropriate that may or may not limit or hinder Service to other customers;

**6. Security.** You agree not to access or attempt to access private areas of the Service. You agree to notify PGTELCO Internet as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the Service.

**7. Intellectual Property.** PGTELCO Internet does not undertake to examine or review messages, files, or other materials which are accessible through, pass through, or reside on the Service. If PGTELCO Internet is informed of an alleged copyright or trademark infringement on the Service, PGTELCO Internet will attempt to notify the affected Subscriber(s) of those allegations and secure a response. PGTELCO Internet may, at its sole discretion, remove on a temporary or permanent basis materials which PGTELCO Internet believes may create, constitute, or contribute to copyright or trademark infringements. You agree not to assert any claims against PGTELCO Internet for any such removal.

**8. Liability.** You agree that use of the Service is at your own risk. Except for information, products, or services clearly identified as being supplied by PGTELCO Internet, neither PGTELCO Internet nor any of its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the Service. PGTELCO Internet neither endorses nor is responsible for the accuracy of such material, and you agree that PGTELCO Internet is not responsible for any loss or damage caused by your use of, or reliance on, such material.

You understand and agree that you have sole responsibility for your posting of any material to any site or newsgroup on the Internet, including but not limited to postings to web sites, whether residing on PGTELCO Internet's equipment or not, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless PGTELCO Internet and its officers, directors, employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages or expenses arising out of your postings.

You agree to be liable for any damages or loss of service which results in damages to PGTELCO Internet as a result of any spamming or other violations of Section 5 above. These damages include, but are not limited to, system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that PGTELCO Internet may pursue any such claims against you in District Court.

**9. Warranty.** PGTELCO Internet MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICE, OR ANY SOFTWARE OR OTHER MATERIAL AVAILABLE THROUGH THE SERVICE. NO ORAL ADVICE OR INFORMATION GIVEN BY Prairie Grove Telephone Company OR ITS EMPLOYEES SHALL CREATE A WARRANTY.

THE SERVICE AND ANY SOFTWARE PROVIDED TO YOU BY PGTELCO Internet ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS; PGTELCO Internet DOES NOT WARRANT THAT THEY WILL BE ERROR-FREE AND/OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED. PGTELCO Internet DOES NOT GUARANTEE THE SECURITY OR BACK-UP OF YOUR DATA STORED ON THE SERVICE.

**10. Content.** You understand and agree that information and access available through the Service may include controversial, sexually explicit, or other material that may be offensive to you or users for whom you are responsible. PGTELCO Internet has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.

**11. Dial-up Connection.** PGTELCO Internet may terminate a dial-up Subscriber's connection following 20 minutes of inactivity as determined by PGTELCO Internet

**12. Privacy.** PGTELCO Internet commits to follow the controlling Federal and state laws respecting Subscriber privacy and data access. PGTELCO Internet will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any Subscriber to any third party without prior permission from that Subscriber, or under an appropriate court or administrative directive. PGTELCO Internet may access and use individual Subscriber information in the operation of the Service and as necessary to protect the Service. PGTELCO Internet may provide aggregate data on Subscribers to third parties.

**13. Disputes.** You agree that any dispute between you and PGTELCO Internet arising out of your use of the Service on in any way based upon your subscription to and/or use of the Service which cannot be resolved between you and PGTELCO Internet will be submitted by the aggrieved party for binding arbitration under the auspices of the American Arbitration Association. Any demand for arbitration under this Section must be filed with the American Arbitration Association. The arbitration must be held in Prairie Grove, Arkansas, and the arbitrator must be a person with experience in online services operation or law.

**14. Changes.** These terms of service and acceptable use policies may be changed at any time and for any reason by PGTELCO Internet. Revised terms and policies will be posted at WWW. PGTELCO Internet's revised terms and policies are binding on you as soon as they are posted. If you do not wish to continue subscribing to the Service under any revised terms and policies, inform PGTELCO Internet at once, and your account will be closed