

TriCounty Telecom Acceptable Use Policy

TriCounty Telecom, hereinafter referred to as 'company', provides Internet connection service for educational, professional, recreational, entertainment, and limited commercial purposes. This statement describes certain uses which are consistent with the purposes of TriCounty Telecom and the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network resources.

We expect you to:

- Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet
- Respect the ownership of information including the legal protection provided copyright and license agreements for programs and data. Assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights; it is not acceptable to use TriCounty Telecom's Internet service to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources or information.
- Be courteous in your use of the Internet and network resources
- Respect the opinions of others and their right to voice those opinions
- Respect the privacy of other users; for example, you should not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.
- Use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable. Be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable

You may not use TriCounty Telecom's Internet Service:

- for any purpose which violates US federal or state laws
- to interfere with or disrupt network users, services or equipment including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computational, information, or communications devices or resources
- in a manner that precludes or significantly hampers its use by others
- to send messages likely to result in the loss of recipients' work or systems
- to send or respond to "chain letters"
- to broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others
- to intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system
- to distribute unsolicited advertising. Advertising is permitted on some mailing lists and news groups if they explicitly allow advertising.



Local Telecommunications At It's Best!

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Terms and Conditions

I have read and understand the 'Acceptable Use Policy'. I agree to abide by the guidelines. I understand that my account may be terminated if I do not follow these guidelines. I understand that messages and data sent to destinations outside the United States must satisfy Department of Commerce regulations (either be within the GTDA guidelines for information which may generally be transmitted or have the required license).

I understand that my TriCounty Telecom's Internet account cannot be transferred or used by anyone other than myself. Account sharing is strictly prohibited. No more than one login session can be active at a time by the subscriber. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate termination. I agree not to resell, relicense or redistribute TriCounty Telecom's Internet connection service to any individual, company or organization.

I understand that TriCounty Telecom is not responsible in any way for any information I may read, view, or retrieve while using TriCounty Telecom's Internet service. TriCounty Telecom is not responsible for the content, accuracy, character or attributes of any information. Information includes, but is not limited to, screen displays, data and text files, graphics files, and programs or executable files.

I understand that the company has the right to delete all data, files, or other information stored on TriCounty Telecom's storage devices in my account, if my account is terminated, for any reason, by myself or by the company. I understand the company may cancel my TriCounty Telecom's Internet service at any time by sending written notice to my last known mailing or billing address. I understand that I may cancel my TriCounty Telecom's Internet service by calling or informing them in writing. I understand that monthly fees will be prorated for the period of time the service was active or in force. I understand the company has the right to suspend my service at any time, for any reason, without notice. If such a suspension is to last for more that 30 days, I understand I will be notified as to the reason.

I agree to indemnify, release, and hold harmless the company from any claims or damages resulting from use of TriCounty Telecom's Internet service. No warranty is made by the company regarding any information, services or products provided through, in connection with, or located on the computer systems of the express access service or other services provided by the company, and the company hereby expressly disclaims any and all warranties including without limitation: 1) any warranties as to the availability, accuracy, or content of information product, or services; and 2) any warranties or merchantability or fitness for a particular purpose. Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction of or unauthorized access to, alteration of, or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the subscriber to the company for the current month.

I agree as the primary account holder of my Internet service that I am at least 18 years of age and agree to abide by the requirements stated above as long as my account is active with TriCounty Telecom.