



## MLGC's Internet User Agreement and Access Policies

This contract is an agreement between Moore & Liberty, Griggs County Telephone Company's hereinafter, referred to as "MLGC" and the undersigned customer. Customers using this service for access to the Internet are also bound by the terms of the MLGC's Internet User Access Policies included in this document. It is your responsibility to read, understand and abide by all of the provisions of this agreement and the MLGC's Internet User Access Policies.

**Minimum Service Period** - A minimum of one (1) Month of service is required unless otherwise noted at the bottom of this agreement. Service cancellation prior to the minimum one (1) month will result in a service charge equaling the balance of one (1) month of service.

**Provisions of Service** - MLGC provides this service for the purpose of direct access to the Internet and/or to private networks established on the MLGC Fiber, DSL and/or Cable Modem network. This service cannot be resold to provide commercial or private access to the MLGC Internet network or any other network.

**Termination** - Following the minimum one-month period, if a customer is dissatisfied with the Internet Service, UPON NOTICE FROM THE SUBSCRIBER, MLGC will terminate that service and refund the unused portion of fees for the current month.

**Representation** - You represent that you are of full age of legal majority and are not under disability or restriction, and are in all respects fully authorized and empowered to enter into this agreement and be bound by and perform in accordance with its terms.

**Multi-Computer Access** - Internet service is intended for use as a residential service, providing a single dynamic IP address per single computer connection. However, computers may be networked together for access via one Fiber, DSL or Cable Modem Internet connection. Additional hardware such as hubs or routers and wiring may be required to create a Local Area Network (LAN) and/or interconnect to the Internet. Customer is responsible for the design, implementation and support of their LAN. Static IP addresses are available upon request for a fee.

### Internet User Access Policies

- 1) Users are permitted only 1 Dynamic IP address per account. Users found in violation of the single address restriction are subject to a penalty and possible suspension of their account.
- 2) Accounts suspended for non-payment are subject to a reconnection fee payable in advance of service being restored.
- 3) MLGC shall attempt to provide the highest quality and reliability of service and speed, but service and speed are not guaranteed. Loss of data, service or speed due to hardware, software, or other failure does not give the user the right to compensation, financial or otherwise.
- 4) All rates and access policies are subject to change at anytime. Users will be given 30 days notice of change in user fees not in their favor. Access policies are subject to change without notice and take effect upon announcement.
- 5) You hereby agree to indemnify and hold MLGC and its affiliates harmless from all claims, awards, judgments, costs, expenses (including costs of defense) and damages to which MLGC or its affiliates are made subject as a result of any illegal, unethical or other improper use by you or the Internet service and/or breached by you of this agreement.
- 6) MLGC reserves the right to terminate or suspend your account without notice for any activity deemed unreasonable by management or system administration staff.
- 7) Much of the content available on the MLGC website and on the Internet is owned by others and is protected by copyrights, trademarks, and other intellectual property rights. Any content you upload or download while using our Internet Service must be authorized. This means you must have the legal right to upload or download the content, You must not copy, transmit, modify, distribute, show in public or in private or create any derivative works from any of the content you find using MLGC's Internet Service, unless you have the legal right to do so. Content owners may take criminal or civil action against you. In that event, you agree to hold harmless MLGC and its subsidiaries, affiliates, related companies, employees, officers, directors, and agents.

- 8) USERS EXPRESSLY AGREE THAT THE USE OF MLGC'S INTERNET SERVICE IS AT USERS SOLE RISK. FIBER, DSL, AND CABLE MODEM SERVICE PRODUCTS, THIRD-PARTY VIRUS CHECKING TECHNOLOGY AND THE INTERNET ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. MLGC PROVIDES THEIR SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT MEMBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF THEIR CHOOSING OR THAT MLGC'S INTERNET SERVICE WILL HAVE ADEQUATE CAPACITY FOR THE SERVICES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH MLGC IS THE CANCELLATION OF YOUR ACCOUNT AS PROVIDED IN THE AGREEMENT OR POLICIES OF THE INTERNET SERVICE. IN NO CASE SHALL MLGC BE LIABLE FOR THE CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE INTERNET SERVICE, THE INTERNET, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP WITH MLGC. MLGC DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT OR SERVICES OFFERED THROUGH MLGC'S INTERNET SERVICE AND WILL NOT BE PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OR PRODUCTS OR SERVICES.

### 9) Internet Conduct

- A) You agree that you will not use or attempt to use MLGC's Internet Service in any way to seek to gain unauthorized access to the resources of the internet, to disrupt the intended use of the internet, to waste resources (people, capacity, computer) through such actions, to destroy the integrity of computer-based information, to compromise the privacy of user; and/or to seek to commit an illegal act through the use of the system.
- B) It is your responsibility to comply with all international laws and all U.S. laws with respect to your use of the internet, including but not limited to copyright laws, obscenity laws, defamation laws, etc.
- C) Users are personally responsible for all use of MLGC's Internet Service under their connection, even if someone else uses their connection. Illegal, fraudulent or abusive use of any connection to MLGC's Internet Service will result in immediate termination of your right to use the service, and may be referred to law enforcement authorities.
- D) MLGC is not responsible in any way for any computer programs or devices used or intended for use in connection with the service, even if such programs or devices are made available on the service.
- E) By accepting the Agreement, you agree not to use the service to send, or submit for public posting, or intentionally receive any abusive, obscene, profane, sexually explicit, threatening or illegal material, or material containing blatant expressions of bigotry, racism or hate. If it comes to the attention of MLGC that you are using the service in a manner of this type, your access will be immediately terminated.
- F) UNSOLICITED MASS E-MAIL (SPAMMING) IS NOT PERMITTED. Users sending unsolicited e-mail to multiple recipients WILL have any and all accounts with MLGC IMMEDIATELY TERMINATED. Spamming is defined as unsolicited information or advertisement via newsgroups or e-mail, or propagation of such material, using your Internet account.
- G) Users sending IRC bots, floods, DCC (sending-receiving of files over IRC) or any other activities deemed improper by MLGC using any MLGC-net server will have any and all accounts with MLGC immediately terminated.
- H) Any user account found to be the cause of the MLGC domain being banned from any IRC channel or host will be terminated.