



## Acceptable Use Policy

Wilkes Communications, 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 Wilkes Communications 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.

I have read and accept Wilkes Communications' Acceptable Use Policy and am aware that it is my responsibility to ensure my computer meets or exceeds Wilkes Communications' minimum system requirements.

### **Wilkes Communications expects you, the Subscriber, to:**

1. Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet.
2. 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 Wilkes Communications' 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.
3. 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.
4. 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 Wilkes Communications Internet Service:**

5. 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 to transmit threatening, obscene, or harassing materials 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.
6. Unauthorized downloading, propagation, and use of any copyrighted material including software, music, motion pictures, and other multimedia is in violation of this agreement and is subject to State, Federal, and International investigation and recourse. If a criminal investigation ensues due to aforementioned violations, Wilkes Communications will adhere to all CALEA and CPNI guidelines.

## 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 Wilkes Communications 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 my Wilkes Communications Internet connection service to any individual, company, or organization. I understand that Wilkes Communications is not responsible in any way for any information I may read, view, or retrieve while using Wilkes Communications' Internet service. Wilkes Communications 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 Wilkes Communications' 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 Wilkes Communications' Internet service at any time by sending written notice to my last known mailing or billing address. I understand that I may cancel my Wilkes Communications 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 and Wilkes Communications disconnect and reconnect service fees will apply. In case of such a suspension, I understand I will be notified as to the reason unless a criminal investigation is occurring. During a criminal investigation, Wilkes Communications is required by State and Federal Law to abide by CALEA and CPNI guidelines.

I certify that I am 18 years of age or that my parent or guardian agrees to sign this agreement and be liable for the charges. I agree to indemnify, release, and hold harmless the company from any claims or damages resulting from use of Wilkes Communications' 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.

**Internet Access is provided by Wilkes Communications in cooperation with NeoNova.**

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