

Grand Lake Telecommunications

Acceptable Use Policy

Grand Lake Telecommunication Co. ("GLT") user accounts are for individual users and the account holder therefore agrees not to share the password of the account. The account holder acknowledges that GLT may terminate the account after appropriate notification if the account holder does not comply.

Personal dial-up unlimited accounts are for the unlimited usage of ONE person only, with reasonable unlimited use. Reasonable unlimited use is defined as one person sitting at a computer using the service for a period of up to three hours per session. Reasonable unlimited use does NOT include leaving the system idle for excessive periods of time, leaving systems online for others' use as file servers, etc. GLT reserves the right to disconnect users if the reasonable use time periods have been exceeded.

GLT user web pages are for personal use only. They may not be used for the advertising or promotion of a product, good, service, or company.

Any use of GLT resources that disrupts the normal use of the system for others is deemed to be unacceptable. Such unacceptable uses, include, but are not limited to the following:

- Using GLT for illegal purposes.
- Using GLT to transmit threatening, obscene or harassing materials.
- Using GLT to interfere with or to disrupt network use, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer viruses or worms, and using the network to make unauthorized entry to any other machine accessible via the network.
- Using GLT to post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, e-mail mailing lists or other similar group or lists; to post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list; or to send unsolicited mass e-mailings to more than twenty-five (25) email users, if such unsolicited e-mailings provoke complaints from recipients.
- Using GLT to transmit any material in violation of any U.S., state or local regulation which may include but is not limited to copyrighted material, threatening, obscene, libelous, or defamatory material, or material protected by trade secret.

DSL modem becomes the property of the customer upon delivery; modems are warranted to properly function for 90 days (warranty is void if modem is physically damaged, has lightning damage, or power surge damage).

Terms and Conditions

The following Terms and conditions govern all use of software and services distributed by Grand Lake Telecommunications Co. ("GLT"). GLT reserves the right to modify the Terms and conditions from time to time. Continued use of said software or services from and after the date of any revision shall be deemed full and complete acceptance of all Terms and conditions and applicable fees and all changes and/or modifications thereto.

Internet service is provided by GLT (hereinafter "Provider") for the use and enjoyment of authorized user (hereinafter "User") only. Said services may be used for lawful purposes only.

Payment for User for subscribed services shall be made monthly in advance. Provider reserves the right to change fees for services and to add or delete service at any time.

Provider's service is limited to each authorized User only, is non-transferable and not to be re-sold. The Login ID, Password and E-Mail address are assigned exclusively to User. Providing User's Login ID and/or Password to unauthorized persons is a violation of these Terms and Conditions. Provider assumes no responsibility for access to User's account by unauthorized person.

Provider does not warrant that its service will be uninterrupted or error free nor does it warranty any information, software or other material accessible is free of "viruses", "corruptions" or other harmful components. Provider, its employees, its affiliates and its contractors shall be held harmless for any lost profits or direct, indirect, incidental special, punitive or consequential damages resulting from reliance upon the use of Provider's software or Provider's services.

User understands that transfer, reproduction, distribution or redistribution of information, software or other material protected by copyright or other proprietary right, without obtaining permission of the copyright owner or holder, is prohibited.

Copyright infringement most commonly involves the possession, downloading, or sharing of electronic copies of music, movies, or videos without the permission or approval of the copyright holder. To protect their interest, copyright holders frequently monitor websites and other popular download locations to record the title, date, time, and Internet Protocol (IP) address associated with infringing activity.

It is GLT's policy to discourage the use of its network and services, to download materials in violation of copyright, trademark or other intellectual property laws.

Based on the IP address involved, the copyright holder determines the Internet Service Provider (ISP) that manages the IP address and sends them a notice describing the event. When GLT receive such notices, GLT determines what customer was assigned the IP address at the date(s) and time(s) listed in the notice(s). GLT only track IP address assignment and not how or where the IP address is used. GLT does not monitor or track customer acting on the Internet.

If GLT is able to identify a customer with the IP address, the customer is contacted so they are aware of the allegation(s) of copyright infringement and to provide them with an opportunity to prevent the activity or remove the material. GLT does not release a customer's identity to the copyright holder unless required to do so by a court order or subpoena.

If repeated copyright infringement notifications for the customer over a period of time, GLT will escalate their response to ensure the customer is aware of the situation and to provide suggestions that may help resolve the problem. If GLT continue to receive copyright infringement notifications against the customer, appropriate action will take place, which could include, but not limited to, reducing the customer's bandwidth, or suspending or termination their internet service. If service is suspended or terminated, once the copyright material is removed, service will be restored, without a reconnect charge on the first offence. If there is additional suspensions or terminations, **there will be a reconnect charge.**

If a customer feels a mistake has been made or that the copyright for the material mentioned is not being infringed upon, customer may file a counter-notification with the copyright holder or work with them directly.

Customers may wish to seek legal advice from an attorney if they receive a copyright infringement notice.

User understands that the transmission of unsolicited commercial or promotional material by electronic mail (E-Mail)

User understands that the Internet contains unedited materials, some of which may be considered offensive to User. User accesses such materials at User's own risk. Provider neither exerts control over nor assumes any responsibility for User's access to any such materials.

Provider acknowledges User's privacy with respect to electronic-mail (E-Mail) transmissions. User acknowledges, however, that the Provider retains the right both to monitor its services electronically from time to time to assure compliance with these Terms and conditions and to disclose any information necessary to comply with any law or regulations.

Users give Provider authorization to retrieve any information regarding number changes, (with no exceptions to published/non-published status) from Grand Telephone Company, Inc., for the use of the customer's Internet account, and to further allow authorization for Provider to release that information to the ISPN HelpDesk, for the assistance of their technical support services.

In the event User violates these Terms and conditions, Provider reserves the right to suspend or discontinue access to all or part of its service, without notice.

Web-Site: www.grand.net

Accuracy of Information

All effort has been made to ensure the accuracy of all information contained on Grand Telephone Company, Inc.'s (Grand) web site. However, users agree that Grand shall not be liable for the accuracy of information on the site. Grand assumes no express or implied warranties as to the accuracy of information on its site or of those sites to which Grand provides links.