

## Internet – Acceptable Use Policy

This document provides a general understanding of the Pronet Internet Policy on the Acceptable Use of Pronet Services. Inappropriate use exposes Pronet to risks including: virus attacks; compromise of network, systems and services; and legal issues. Flagrant or repeated violations of the Policy are viewed as causes for termination of service.

### Acceptance of Terms

Request of an account that is activated by Pronet will be deemed to constitute acceptance of terms, conditions, rules and regulations of Pronet. The rights and responsibilities conferred by acceptance are non-transferrable.

Subscriber represents and warrants that he/she is at least 18 years of age and has the ability to sign binding contracts. Subscriber is executing the Agreement on behalf of everyone who will use this Service and is solely responsible for any resulting violation of the Agreement.

### Billing

Pronet bills on a monthly basis\* and charges one month in advance, plus any applicable prorated charges from the current month. Failure to pay all applicable charges within 30 days of payment due date may result in automatic termination of a subscriber's account. If an account has been suspended or sent out to collection, a re-activation charge fee may apply.

Data rates indicated are the maximum speeds established for the DSL broadband option. ([click for rates/speeds](#)) Actual data transfer rates may vary and are dependent upon other internal and external conditions.

\*There is a one-month minimum charge for all accounts.

### Help Desk

24/7 – Our Help Desk is ready to answer any questions you may have about your Internet connection with Pronet at 637-1998 or toll free at 888-637-1998 or email us at [helpdesk@hancock.net](mailto:helpdesk@hancock.net)

### Cancellation

To cancel your account, the subscriber must email, write a letter, or call the business office Monday – Friday 8:00am – 4:00pm at 637-9911 or toll free at 888-637-1998. We will then verify certain account information in order to finalize your account and stop your billing. We do not monitor account usage, so you must notify us to cancel, or you will be responsible for the bills.

### Connection Time (Dial-ups)

Dial-Up accounts include unlimited usage. This does not mean continuous connectivity. While you may use your Dial-Up account for as long as you like, we expect you to disconnect the service when not in use. This policy frees up connections for users who need them, keeping busy signals at a minimum.

**Passwords**

Your password is the key to your security and to ours. We are not responsible for your sharing or loss of a password. Unless our records indicate that your account/files have been maliciously accessed-without such access being enabled by you-you will be held responsible for all activity in your account or under your login/password. For your protection and ours, we request immediate notification if your password has been lost, stolen or otherwise compromised. Please contact our business office at 637-9911.

**Email**

Please note that we have a finite amount of space for your email. We allow up to 1GB of email to be stored in our system.

**Confidentiality**

Because data transmitted over the Internet is considered "insecure", clients are advised that if privacy or security is an issue, any confidential transmissions, including email, should employ some sort of encryption. It is the subscriber's responsibility to provide and configure their own encryption.

**Limitation of Liability**

Pronet services are provided on an "as is, as available" basis and no warranty, express or implied, including but not limited to those of merchantability or fitness for a particular purpose, is made with respect to Pronet or its services. In addition, Pronet makes no guarantee regarding availability of Dial-Up services, Broadband connectivity or system functionality.

Pronet is not liable for any costs or damages arising directly or indirectly from the use of its Service, Technical Support, or the Internet. You are solely responsible for evaluating the accuracy, completeness and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through this Service or on the Internet.

**Termination for Cause**

All of the following are expressly prohibited and will result in automatic termination of a subscriber's account.

- Attempting to gain access to another member's account, whether or not the attempt succeeds
- Engage in any activity which would result in third-party charges to Pronet
- Resell or otherwise share Pronet Internet service, account information or passwords
- Use of the system in such a way as to willingly or negligently burden our server's disk space, CPU, telecommunications or other resources or to effectively use Pronet resources to cause a "denial of services" for Pronet clients or those connected to other systems or servers on the network.
- Transmitting on or through any Pronet service, any material that is unlawful, obscene, harassing, threatening, abusive, libelous or hateful, or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including but not limited to direct or indirect threats of physical harm or the transmission or display of child pornography.

- Transmitting, distributing or storing any information, data or material in violation of U.S. regulation or law; state regulation or law; common law; or the laws and regulations of any jurisdiction in which Pronet does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary-rights statute. Examples of such might include posting, uploading or otherwise distributing copyrighted material without the consent of the copyright holder, except when pursuant to the Fair Use Doctrine.

### **Policy on Spam**

Email Users may not send unsolicited email messages (i.e. not explicitly requested by the recipient), whether or not the practice causes complaints from recipients, including, without limitation, bulk commercial advertising, information announcements, charity requests, petitions for signatures and political or religious tracts (“SPAM”), in a way that could be expected to adversely impact Pronet, including, without limitation, using an email account on or through the Pronet network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Pronet network, either directly or indirectly. Users may not use the Pronet network to:

- Send email messages that are excessive and/or intended to harass or annoy others, especially if the recipient has made a request to cease and desist.
- Use the account to collect responses from unsolicited bulk or commercial email sent from accounts with other providers.
- Forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
- Send email with forged or missing TCP/IP packet –header information.
- Engage in “mailbombing” (sending large quantities of unwanted or unsolicited email to individual email accounts or copies of a single message to many email accounts.)
- The use of electronic distribution lists or other mass electronic mailings. Such use will result in immediate cancellation and a \$500 per incident cleanup fee.

### **Privacy**

It may be necessary for Pronet employees to examine system accounting logs and other records to resolve system problems. Pronet reserves the right to access an account’s mailbox to resolve system problems or mail system errors.

In addition, Pronet will cooperate with the appropriate legal authorities in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material postings or email containing threats of violence, or other illegal activity. Pronet makes no guarantee and assumes no liability for the security of any data on any server.

Our customers are reminded that no computer system should be considered safe from intrusion. Email may pass through many computer systems, and should not be considered a secure

means of communication unless encrypted. Even then, information is only as secure as the encryption method.

### **Miscellaneous**

In order to guarantee the integrity of client data, we recommend downloading all mail from our mail server and backing up web page and other files stored on our server.

Non-enforcement or waiver of any section of this agreement does not constitute consent or continuing waiver and Pronet reserves the right to enforce this agreement at its sole discretion.

Accounts of subscribers filing for or adjudged bankrupt, insolvent or engaged in winding up will be terminated immediately upon notice of such status.

Pronet is under the jurisdiction of the laws of the State of New York and this agreement shall be governed by the laws of the State of New York and this agreement shall be governed by the laws of the State of New York and is subject to the jurisdiction of the courts of the State of New York.

If any paragraph or part of this agreement is held to be unenforceable or invalid, the agreement shall remain in force and in effect and the invalid portion of this agreement shall be treated as if omitted.

This agreement shall be made part of but shall survive any other account or subscription agreement entered by the parties hereto, unless otherwise specified. We reserve the right to amend our rules, regulations and process without prior notice. For current pricing, please contact our Business Office at 637-9911.

Pronet does not guarantee the performance of any unsupported peripheral devices connected to the network. Pronet strives to provide the best possible Internet connectivity to our customers and is continually working to insure interoperability with new products and devices available to consumers.