



**PINELAND TELEPHONE COOPERATIVE
DSL SERVICE AGREEMENT**

<u>Check Plan:</u>	<u>Residential</u>	<u>Business</u>
_____ Installation Cost	\$45.00	\$62.00
<u>Check Plan:</u>		
_____ 256 Down/128 Up	\$24.95	\$44.95 Monthly
_____ 1.544 Down/256 Up	\$39.95	\$49.95 Monthly
_____ 3 mg Down/ 1mg Up	\$49.99	\$59.99 Monthly
_____ 6 mg Down/1 Up	\$59.99	\$69.99 Monthly
_____ 10 mg Down/1 Up	\$69.99	\$79.99 Monthly
_____ Static IP Address (1 st IP Address is included)	\$29.95	\$29.95 Monthly
Telephone # to install DSL: _____	Requested User Name: _____	
Telephone # to bill on: _____	Requested Password: _____	

Pineland Telephone Cooperative's DSL service is a best effort service. The actual speed experienced by customers may vary and depends on several factors. The customers' locations, the Internet destination and traffic on the Internet all have an effect on the speed. There is no guaranteed level of speed.

Installation includes a wire connection to the house, a single demarcation point inside the house, 3 DSL filters and a DSL modem, which is required for DSL service. Additional filters may be purchased for \$5.00 each. Installation does **NOT** include a Network Interface Card (Ethernet Card) for the computer. The computer is the responsibility of the customer. **Pineland Telephone retains ownership of the DSL modem. If you move outside Pineland Telephone's DSL coverage area, you must return the modem.**

By agreement with Pineland Telephone for DSL services, it is understood that all subscribers may not be eligible for the services. A review of the service area and other plant conditions must qualify the installation.

It is the customer's responsibility to protect their computer and DSL modem from any electrical surge including lightning and low voltage damage. **Pineland Telephone is in no way responsible for any damage to the computer or modem.**

It is recommended that a firewall be installed to protect your computer from hackers. Pineland Telephone is not liable for intrusion by other users.

By signing this agreement, I agree and understand that in the event my bill is not paid by the 29th of each month, a reconnect charge of \$6.00 (Residence) and \$8.00 (Business) will be incurred. If for any reason I should disconnect service, I will return equipment to Pineland Telephone Co-op., Inc. It is my responsibility to notify Pineland Telephone if I have any problems with my computer so Pineland Telephone can stop the billing of my DSL.

Customer's Signature: _____ Date: _____

Customer's Name (Print): _____ SSN: _____

Customer's Address: _____

PTC Representative: _____ Date: _____

Changing to Pineland Long Distance _____

ACKNOWLEDGMENT

I acknowledge that I have read the attached Internet Right-To-Use Policy or that it has been read to me and that I understand its contents.

SIGNATURE

DATE

PLEASE NOTE!!

On your first billing statement for DSL, you will be charged for the following:

1. We will prorate your account from the time we start your billing through the end of that billing cycle plus 1 month in advance.



Pineland Telephone Cooperative, Inc.'s Internet Right to Use Policy

Internet Publications with the exception of information specifically authored by or on behalf of Pineland.Net. Pineland.Net does not develop or publish, nor does Pineland.Net review, censor, or edit the materials and information accessible via Pineland.Net or other providers. Pineland.Net's primary services are Internet access and web site hosting.

Persons and organizations, including Pineland.Net customers, that publish materials and information accessible via Pineland.Net are solely responsible for the content of such materials and information, and are solely responsible to know and comply with all laws applicable to the publication of such materials and information. Pineland.Net does not accept responsibility for the content of the materials and information published by persons or organizations with access to Pineland.Net and does not accept responsibility for the violation of any laws resulting from such publication.

If persons or organizations accessing the Internet via Pineland.Net or another provider are offended by materials and information found on or received via the Internet, it is the persons' or organizations' responsibility to avoid or delete whatever is found to be offensive. Persons or organizations distributing information over the Internet via Pineland.Net are responsible for statements made in email, chat or discussion forums, and news groups and for information presented in web sites.

It is the responsibility of all Pineland.Net customers and their constituents who have access to Pineland.Net and other providers to comply with the Pineland.Net Acceptable Use Policy and the acceptable use policies governing other networks. The following guidelines constitute the Pineland.Net Acceptable Use Policy. It is the responsibility of all customers and others who have access to Pineland.Net at:

1. **YOU AGREE THAT IF PINELAND.NET TERMINATES YOUR ACCESS ACCOUNT AS A RESULT OF YOUR VIOLATION OF THIS AGREEMENT OR PINELAND.NET ONLINE POLICIES, YOU FORFEIT ANY RIGHT TO A REFUND OF ANY PREPAID ACCOUNT CHARGES, SUCH FORFEITURE BEING AGREED TO BY YOU AND PINELAND.NET AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.** You further agree that Pineland.Net is under no obligation to forward any email for an account canceled due to a violation. Pineland.Net reserves the right to refuse the application or reapplication of anyone whose account has been canceled for a violation, or anyone whom Pineland.Net suspects is acting on behalf of someone whose account has been canceled for a violation. Pineland.Net reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation.
2. Use Pineland.Net services and facilities in a manner which does not violate any laws or regulations.
3. Respect the privacy of other users, and to not intentionally seek information on, obtain copies of or modify files, other data, or passwords belonging to other users without permission.
4. Restrict access to authorized customers and their constituents and to disallow multiple concurrent logins of the same account which are not permitted.

5. Respect the legal protection provided by copyright, trademark, licenses, and other laws to programs, data, and documents.
6. Minimize unauthenticated or anonymous access accounts and the transmission or distribution of messages or articles from those accounts.
7. Use Pineland.Net services and facilities in a manner that does not interfere with or disrupt any network users, services, or equipment. Such interference or disruption includes, but is not limited to:

Email

1. Illegal use: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder is prohibited.
2. Harm to minors: Using the Services to harm, or attempt to harm, minors in any way is prohibited.
3. Threats: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.
4. Harassment: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another is prohibited.
5. Fraudulent Activity: Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes", and "chain letters" is prohibited.
6. Forgery or Impersonation: Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam e-mail address collectors is allowed.
7. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
8. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Pineland.Net reserves the right to charge a "Cleanup charge". This charge is on a case by case basis. Please call us at (912)-685-2121 with any questions on this charge.
9. Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.
10. Pineland.Net accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that provider.
11. These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending Fax-like documents over the Internet). USENET postings have their own regulations; see below.

USENET

1. Pineland.Net provides an uncensored newsgroup. As such, Pineland.Net does not control the content of the newsgroups available to its customers. Pineland.Net is not responsible for the content of any USENET posting, whether or not the posting was made by a Pineland.Net customer.
2. Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross posting or multiple posting, also known as "USENET spam").
4. Customers are prohibited from posting chain letters of any type.
5. Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.
6. Customers are prohibited from canceling or suspending posts other than their own, with the exception of official newsgroup moderators performing their duties.
7. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
8. A customer may not solicit mail for any other address, other than that of the customer's Pineland.Net account or service, with the intent to harass or collect replies after Pineland.Net service has been terminated.
9. Propagating computer worms or viruses, consuming excessive Pineland.Net systems resources, and using the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.
10. Enforcement and Violations. Each Pineland.Net customer shall be responsible to distribute, publicize, and enforce the Pineland.Net Acceptable USE Policy at their locations among all Pineland.Net users. Even though Pineland.Net does not review, censor, or edit the materials and information accessible via Pineland.Net or other networks which may be accessed via Pineland.Net, if Pineland.Net becomes aware that a customer or constituent is in violation of the law or this Acceptable Use Policy, Pineland.Net reserves the right to impose disciplinary action up to and including discontinuing Pineland.Net access and forfeiting all payments made to that date. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities. Pineland.Net reserves the right to assign charges or fees to customers who violate part or all of this policy.

Hosting: Pineland.Net will cancel any website that contains the following:

1. Software for distributing spam.
2. Web pages which are promoted directly or indirectly by spam.
3. Pornography of any kind.

4. Warez.

Service Agreement

1. I understand that I may cancel my account at any time effective at the end of that billing cycle.
2. I understand that Pineland.Net may change its prices on occasion, and that I will be given a 15 day written or electronic mail notice beforehand.
3. I understand that multiple simultaneous logins are not allowed and if this occurs I will be billed for a second account.
4. I understand that unlimited-access non-dedicated-line accounts are not limited in their hours, but are not intended to be full time connections.
5. I understand that Pineland.Net cannot guarantee that I connect at my modem's maximum speed due to the condition (noise, signal loss, or distance) of phone lines between myself and Pineland.Net's network.
6. I agree to keep my password as private and confidential information.
7. I understand that the information available through Pineland.Net or interconnecting networks may not be accurate, or may be intended for adult audiences.
8. I understand that most Internet communications are not secure, and may be subject to interception or loss.
9. I understand that the use of my Pineland.Net account, and any data or information accessed using that account will be completely at my own risk.
10. I agree that Pineland.Net shall have no liability for the services, data or information made available to me, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.
11. I understand that Pineland.Net reserves the right to terminate my account at any time, for any reason, including, but not limited to, my failure to abide by the terms of this agreement or my failure to pay any charges when due.
12. I understand that Pineland.Net actively adds Internet domains that we feel have abused the Internet and/or Pineland.Net systems and services. This includes but is not limited to transfer of unsolicited commercial e-mail (SPAM), to our router and/or server filters. Pineland.Net is NOT liable for any loss due to this policy.

Modifications to this policy: Pineland.Net reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

Information and/or questions related to the Pineland.Net Acceptable Use Policy should be addressed to:

Pineland Net
P. O. Box 678
Metter, GA 30439

Adopted by Pineland.Net May 15, 2003.