

# Monroe Telephone Internet

## Acceptable Use Policy

### **SERVICE AGREEMENT AND ACCEPTABLE USE**

By using the services of Monroe Telephone Internet, hereafter called "Monroe Internet", customers agree to the terms of this Acceptable Use Policy. Customers further agree to indemnify Monroe Internet for any damages and costs suffered by Monroe Internet as a result of the customers' violation of this policy or any law or regulation not covered by the policy.

### **I. Introduction**

This policy is intended to minimize potential harm to Monroe Internet users as well as preserve valuable internet resources and maximize the enjoyment of the Internet for everyone. We want you to enjoy your Internet account, but Monroe Internet would like all of its customers to fully understand the risks and obligations associated with the ability to access so much information and reach so many people.

If you violate this policy, Monroe Internet reserves the right to take whatever actions are necessary to enforce compliance, including, at our option, the termination of your account.

### **II. Customer Responsibilities**

You are responsible to provide for the proper installation, operation and maintenance of your equipment used in connection with the Monroe Internet. Further, you warrant that such equipment is technically and operationally compatible with the Monroe Internet and in compliance with applicable Federal Communications Commission rules and regulations.

Monroe Internet cannot monitor or verify the accuracy of the information available on the Internet. Customers must exercise their best judgment when deciding whether to rely on information obtained from the Internet. The source should be carefully considered since anyone can post information on the Internet, whether it is true or not. In addition, some material available on the Internet is sexually explicit or may be otherwise offensive to some people.

Since Monroe Internet does not and cannot monitor the Internet, all responsibility for any harm resulting from inaccurate or offensive material acquired from the Internet rests with the customer. Customers accept all responsibility for any such possible injury not only for themselves but also for all others, including children who use the account to access the Internet.

You represent that you are at least eighteen (18) years old. You are fully responsible for how your account is used. If you allow others to use your account, you are fully responsible for what they do. You will notify Monroe Internet of any changes in account contact information, such as your address or telephone number. Password security is very important. For your own security, you should not give your password to anyone.

### **III. Service and Performance --- Disclaimers and Limitations**

**ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED. IN ADDITION, MONROE INTERNET MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES COVERED BY THIS POLICY.** Monroe Internet

assumes no responsibility for the selection or furnishing of services suitable to the individual needs and purposes of any particular customer. Monroe Internet is not responsible for the content and information found on the Internet.

The customer agrees to indemnify and hold Monroe Internet harmless from any claims, including attorney's fees, and direct or indirect damages or losses of any kind which may be incurred by the customer or others. In no event will Monroe Internet be liable for indirect, special, incidental, cover, punitive, exemplary or consequential damages arising out of the use or inability to use the services, even if advised of the possibility of such damages. Monroe Internet is not responsible for any costs arising out of the use of services including, but not limited to, costs incurred as a result of lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties or similar costs. In no event shall Monroe Internet liability exceed the amount paid by you for the services provided by Monroe Internet.

Monroe Internet shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruptions to Monroe Internet services. Monroe Internet shall not be liable for performance deficiencies caused or created by your equipment or other causes outside the control of Monroe Internet.

If your use or modification of the software, hardware or equipment supplied by Monroe Internet requires a visit to your home or business for repair or correction, Monroe Internet reserves the right to charge you for the visit and labor required to correct the situation. Monroe Internet does not undertake to correct or repair software, hardware or equipment that it does not supply.

#### **IV. Prohibited Uses**

The following activities are violations of the Monroe Internet Acceptable Use Policy. Some are also illegal and may carry federal or state criminal penalties and possible civil penalties:

##### **A. Sharing or Reselling Broadband Service**

Sharing or reselling a broadband connection, is theft of service. Your account is intended for the use by one family or one business within a single premise. Sharing of service with other families or other businesses, whether or not you charge them for their use of the service, is not permitted.

##### **B. Cracking (most common improperly referred to as hacking)**

Unauthorized or illegal accessing of computers or networks, whether or not damage is caused. A large group of activities falls into this category, which is commonly known as "Hacking".

##### **C. Distribution of Viruses**

Deliberate distribution of Computer Viruses or other destructive software technologies such as Worms, Trojan Horses or E-Mail bombs.

##### **D. E-Mail Spamming/Viruses**

Unsolicited, mass e-mailing, e-mailing chain letters, or bulk posting to Usenet newsgroups, or use for commercial purposes. Large quantities of unwanted e-mail and Usenet News postings are wasteful of Internet resources and an invasion of the privacy of other users. In addition, they can potentially disrupt e-mail and other services provided by Monroe Internet or other ISP's by creating loads in excess of those for which their systems are designed.

##### **E. Copyright and Other Intellectual Property Rights Violations**

Unauthorized copying and distribution of intellectual property or copyrighted materials regardless of the media, including but not limited to: text and images whether downloaded from the Internet or scanned from a magazine or other publication; music and other sound files whether downloaded or recorded from a record, tape, CD or other source; video of any type; or software whether downloaded or otherwise copied. This includes displaying of graphics or text on your own web page without the express permission of the party who created them. This also includes downloading of material protected by trademarks or which are trade secrets.

**F. Harassment**

Harassment of others by e-mail or any other method using the Internet.

**G. Distribution of Export Controlled Software**

Certain encryption software is restricted for export by the US government. You are not permitted to distribute this software to others who live outside the United States.

**H. Defamation**

Defamation of false statement about others.

**I. Child Pornography/Child Erotica**

Use of services provided by Monroe Internet are strictly prohibited from being used to store, display, distribute, advertise, or in any way support child pornography. Monroe Internet will comply with all law enforcement entities to actively enforce this policy and will report any Customer who violates this policy to the United States FBI should Monroe Internet become aware of such violations.

**J. Denial of Service Attacks**

Customer acknowledges that should the Customer's server/equipment become the target of a Distributed Denial of Service attack (DDoS), Monroe Internet reserves the right to block access to the IP address(es) being attacked until the Monroe Internet can determine that the attack has ceased and is not likely to imminently return once service is restored. Should the Customer become the target of persistent, repeated DDoS attacks that require the intervention of a network administrator or attacks of sufficient scope to impact network performance and availability, Monroe Internet may deem the Customer in violation of our Acceptable Use Policy and may be subject to suspension or termination of services.

**V. Other Matters**

**A. Technical Support**

Free-of-charge telephone technical support is provided on a first come, first served basis, and covers initial connection difficulties and basic Internet-related troubles. Technical questions should be made by Telephone to 541-847-5600.

**B. Privacy**

Monroe Internet will endeavor to keep all of your e-mail private, viewable only by you and the person to whom you address it. The person who you send an e-mail to is not legally required to keep it private. E-mail is sent plain text over a network and Monroe Internet cannot guarantee that others will not view it. We will not monitor e-mail unless ordered to by a Court. Monroe Internet reserves the right to audit connections to our service for security reasons or to enforce our Acceptable Use Policy.

**C. Usenet News**

Use of any information obtained via this service is at your own risk. Users unconditionally agree to adhere to established Usenet policies and shall not post to any group until they have familiarized themselves with the group's subject, guidelines and restrictions.

**D. Network Address Assignments**

Network Address Assignments issued by Monroe Internet (i.e., Class C address space, Static IP) are the property of Monroe Internet network provider(s) and are considered to be "loaned" to its customers. In the event service is discontinued for any reason, such address space will revert to Monroe Internet. Network addresses may be changed by Monroe Internet, at its sole discretion, when business needs dictate.

**E. Cancellation**

Requests for service cancellation may be received in writing, by fax or e-mail, or by telephone. Cancellation does not relieve you of your obligations and charges up to the effective date of cancellation. If you default, you agree to pay Monroe Internet reasonable expenses, including attorney and collection fees, incurred in enforcing its rights under this Acceptable Use Policy.

**F. Payment Practices**

Account fees, including any setup fees, are to be paid in advance of service provision. Prices, fees and services are subject to change with notice. Bills are expected to be sent in advance on approximately the first day of the month. To ensure continued account operation, payment is to be received by our office no later than the fifteenth day of each month. Changes to your service type or billing method may result in a change charge. If no payment is received by the sixteenth of the month, a reminder may be placed on your account. If we do not receive payment a week after, your account may be suspended. If your account is suspended due to non-payment, a reconnect charge will apply. Suspension or termination of your account does not remove your responsibility under this agreement to pay all fees incurred up to the date the account was canceled including any collection fees incurred by Monroe Internet. Reconnection will not be allowed until any past due amounts, if any, have been paid, and a reconnection charge will apply. Customers with a history of late payments or returned checks may be denied service. Account inquires or billing questions should be directed to: e-mail: [internetbilling@monroetel.com](mailto:internetbilling@monroetel.com), or by US Mail to Monroe Telephone Company, P.O. Box 130, Monroe, Oregon 97456, or by Telephone 541-847-5135.

**G. Price Increases**

The monthly rate may be changed by Monroe Internet upon forty-five (45) days prior notice posted on our website.

**H. Attorney's Fees**

In the event Monroe Internet shall be caused to pay for legal services or advice to enforce any of its rights under this agreement against a customer, it shall be entitled to receive from the customer a reasonable amount of attorney's fees, together with any costs incident to that effort, regardless of whether any legal proceedings were initiated concerning the terms of this agreement.

**I. Termination of Services**

Monroe Internet may terminate this agreement at any time upon customer's violation of this agreement or any of its warranties and representations, or, in any case, upon ten (10) days prior notice to customer.

**J. Notice Concerning Content**

The Internet is a myriad of small and large information depositories with electronic pathways joining each to each other. Monroe Internet provides you with access to the pathways. Monroe Internet is not responsible for the information or content that is available on the Internet. Some of the information may be deemed offensive and some is not suitable for viewing by children. While Monroe Internet does not condone or support this information it is not within our means to stop or limit access to this information. If you have children using this service, it is your responsibility to supervise their access.

Adopted Oct 7, 2005

Updated Dec 1, 2013

Updated Mar 28, 2019

Monroe Telephone Company