



## Rules & Regulations

---

### Principle

PemTel Internet, hereinafter referred to as 'company', provides Internet connection service for educational, professional, recreational, entertainment, and limited commercial purposes. As a responsible provider, we must ensure that our subscribers honor and respect the culture and etiquette of the Internet. This culture includes cooperation, civility, courtesy, and respect for privacy.

### Account Use

- I 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 the guidelines.
- I agree to use PemTel.net Internet service for only lawful purposes. I understand I may not transmit or store any information, data, or material in violation of US federal or state regulation or law. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material, or obscene material.
- 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 PemTel.net 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 that 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, re-license or redistribute PemTel.net Internet connection service to any individual, company or organization.
- I understand that PemTel Internet service is not responsible in any way for any information I may read, view, or retrieve while using PemTel.net Internet service. Pemtel.net internet service 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.
- Unlimited accounts cannot be used for a dedicated connection. Please keep all online sessions under six hours.
- Unlimited accounts cannot be used to setup permanent servers.

### Account Suspension, Cancellation, or Termination

- I understand that the company has the right to delete all data, files, or other information stored on PemTel.net internet 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 PemTel Internet service at any time by sending written notice to my last known mailing or billing address. I understand that I

may cancel my PemTel 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. If such a suspension is to last for more than 30 days, I understand I will be notified as to the reason.
- I understand that a late fee will be charged if my account becomes past.
- I understand that if my account is disconnected, for any reason, a reconnect fee may apply.
- 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.

### **Warranty And Liability**

- I agree to indemnify, release, and hold harmless the company from any claims or damages resulting from use of PemTel 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.
- Please be aware that when connected to the Internet your computer is susceptible to security attacks from other users on the Internet. PemTel Internet service is not liable for any such attacks. We recommend the use of a firewall or other security device on all dedicated and DSL connections.

### **Designated Agent:**

Anthony C. Eaton  
504 Snidow Street  
Pembroke, VA 24136  
(540) 626-7111  
pembroke@pemtel.net

---

By subscribing to PemTel's Internet Services, you are agreeing to abide by these Acceptable Use Policies as well as the Rules & Regulations/Terms of Use.

If you have any questions regarding any information contained in these documents call our office at (540) 626-7111.