

Wolfnet : Acceptable Use Policy and Terms of Service Agreement

Revised: 5/13/2010 8:30am

The subscriber agrees that use of Wolfnet Internet services constitutes the acceptance of all stated terms contained in Acceptable Use Policy and Service Agreement.

The subscriber understands that any use of Wolfnet services deemed, in the sole discretion of Wolfnet, to be destructive, obstructive or otherwise contrary to these Policies, including, but not limited to, criminal and illegal activities, sending or posting fraudulent or harassing electronic messages, spamming (sending unsolicited mass emails), intentional propagation of computer viruses, worms, Trojan Horses or similarly malicious code, possession in subscriber's account of programs used to shut down the system, defraud other customers or gain unauthorized access to computers, networks or servers, collecting or harvesting of Wolfnet usernames and possessing pictures containing nudity in subscriber's Wolfnet WWW directory shall be subject to immediate termination of Wolfnet services. In the event of such termination, Wolfnet shall not be responsible for the forwarding of any email, preservation of data stored on Wolfnet systems, losses of connectivity, or any other losses, direct or indirect.

Subscriber shall not violate any copyright, patent, trademark, or other proprietary rights in their use or posting of information to the Internet. The subscriber shall be responsible for any and all such violations or infringements and shall hold Wolfnet harmless therefrom.

Wolfnet may transparently filter incoming or outgoing email messages to reduce unsolicited spam, or email-based viruses. Wolfnet reserves the right to filter or block email messages by message content and/or source email address. The subscriber understands that virus and spam filtering services provided by Wolfnet are not infallible, and the system may incorrectly identify and filter email messages as containing malicious or unsolicited content. These services are provided "as is" without warranty or conditions of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement.

The subscriber understands that no spam filtering mechanism can completely eliminate unsolicited spam email and the system may filter legitimate email messages, either explicitly or through automated means.

The subscriber understands that no virus filtering mechanism can completely eliminate all viruses. The subscriber acknowledges that it is the subscriber's responsibility to employ all prudent anti-virus measures, including operating an up-to-date virus software package on their home personal computer or business workstation.

Refunds for accounts closed due to a direct violation of Wolfnet Acceptable Use Policy will be at the discretion of Wolfnet.

Account Terms of Service

Standard Wolfnet dial up accounts are limited to one PPP login per account at any given time.

Wolfnet standard unlimited accounts provide access to the Internet not limited by time restrictions. However a standard unlimited account may not be used to run a server such as a WWW or an FTP server and it is understood that the account will be connected only when a subscriber is actively using the Internet. Automated programs to keep the account active while the subscriber is not utilizing it are in violation of this agreement and those subscribers will have their connection terminated and/or accounts suspended. Wolfnet offers dedicated Internet access for an additional cost.

Wolfnet subscribers may use up to 10 Meg of disk space for a personal website, as long as they contain no commercial content. Commercial content is defined as any material placed on the site for the purpose of making a profit by selling products or services or advertising a business. Any websites containing commercial content will be subject to an additional monthly service charge.

Wireless connections are for the use of the subscriber. Subscribers wishing to allow other user to use their connection would require a password to allow access to the network. Reselling service is not allowed.

Wolfnet does not support: Vontage, Skype, Magic Jack or other 3rd party VoIP products and is not responsible for the individual performance of these or other products. These applications adversely affect the speed and reliability of your internet connection. If you choose to use these applications Wolfnet accepts no responsibility for latency issues related to your internet connection.

Technical Support

Wolfnet offers free technical support to assist subscribers with the setup and configuration of Wolfnet Internet accounts. Wolfnet's technical support staff is available by phone Monday through Friday from 8:00am to 8:00pm and on Saturdays from 9:00am to 3:00pm (hours are subject to change). There is no charge for the phone based technical support. It is to be used when a subscriber requires assistance with problems involving the process of dialing into the system and establishing an Internet connection as well as with problems concerning the sending and receiving of Internet email. Subscribers may also contact Wolfnet technical support by email at support@wolfnet.net. Email messages are answered based on priority (email regarding connection problem or system problems will be answered prior to questions regarding setting up WWW pages, for example). Most messages will be responded to by the following business day at the latest.

Wolfnet is not responsible for the performance of services provided by organizations outside of Wolfnet; the operation or reliability of any Internet server or computer not owned or operated by Wolfnet.

Wolfnet is not responsible for any long distance charges incurred when using our dial up numbers. It is the sole responsibility of the subscriber to check with their local telephone provider to ensure that calling any of our access numbers is a local call.

Billing Policies

Cash, check or money order payments: A minimum of the first month's charges is required to activate an account. When the original term that a customer signs up for expires, the account will be automatically renewed for the same term unless cancellation is received before the end of the current term. Charges will be prorated for the first month, then billed in advance for each calendar month thereafter.

Any time a check is returned due to insufficient funds an email will be sent to the account in question indicating that the account holder will be given 5 days to clear the problem through Wolfnet's billing department. The account will also incur a \$25 service charge in addition to the amount specified on the returned check. If the problem is not cleared within the 5-day period the account will be deactivated.

Wolfnet can also set up monthly direct bill payments from your bank checking or savings accounts (ACH) at your request. This free service is available after ACH forms have been completed and a voided check or deposit slip are on file with the Manawa Telephone Company. Withdrawals can be made on the 5th or the 15th of the month. This authority will remain in effect until notified by the customer in writing 5 business days in advance of the withdrawal date to cancel the arrangement. call or stop in our office for more information.

Cancellations: All cancellation requests must be received in writing, you may email a cancellation request to billing@wolfnet.net.

- **Refunds:** No partial refunds or credits will be issued for cancellations prior to the end date of the month.

Company Accounts: Purchase orders will be required to open an account with Wolfnet for the first time. No account will be set up immediately unless a purchase order is received in Wolfnet's billing department.

Past due balances will be turned over to a collection agency at the discretion of Wolfnet. A \$10 reconnect fee will be assessed for accounts that are deactivated due to non-pay or other reasons.

Wolfnet reserves the right to modify this document at any time in an effort to better serve our customers.