

Larimer Telephone Co. LLC
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LaPorte CO 80535-1011
Phone 970-224-4900
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Larimer Telephone Co. LLC. TERMS AND Conditions OF AGREEMENT
WIRELESS INTERNET

Larimer Telephone Co. LLC (LTC) accounts may only be used for lawful purposes. Transmission of any material in violation of any U.S. or State regulation is prohibited. You agree to indemnify and hold harmless LTC from any claims resulting from your use of the Internet service, which damages you or another party.

Use of any information obtained via LTC is at your own risk. LTC specifically denies any responsibility for the accuracy or quality of information obtained through its network.

LTC makes no warranties of any kind, whether expressed or implied, for the service it is providing. LTC makes no guarantees regarding speed, as actual speeds vary due to factors beyond LTC's control. LTC disclaims any warranty of merchantability or fitness for a particular purpose. LTC will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, virus transmission, or service interruptions caused by it's own negligence or your errors or omissions.

LTC or other relevant authorities may determine inappropriate usage of this account and the privilege or usage may be revoked at LTC'S discretion. Should permanent disconnection or account termination occur due to inappropriate usage, you will be informed in writing.

Your account may not be used to breach the security of another customer or user, or to attempt to gain access to any other person's computer, software, or data, without the consent of such person. It may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not authorized to access, or probing the security of networks or hosts. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers, or network probing tools is prohibited. Your account may not be used to collect, or attempt to collect, personal information about third parties without their consent.

You may not use your connection to knowingly or unknowingly disrupt service. Your connection may not be used to knowingly or unknowingly interfere with computer networking or telecommunication services to a user, host, or network, including denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges, and attempts to crash a host. The transmission of any information or software that contains a virus, back door, exploit, or other harmful feature is prohibited.

Your activity must not improperly restrict, inhibit, or degrade any other's use of the service nor represent (at LTC'S discretion) an unusually large burden on the network. You must also ensure that your activities do not improperly restrict, inhibit, disrupt, degrade, or impede LTC's ability to deliver service and monitor the service, backbone, or other network services.

You may not change any assigned IP addresses nor the hardware (MAC) address on any device connected to the network. You may not statically assign an IP address if you have been configured for dynamic address assignment. Repeated or blatant violations of this constitutes grounds for immediate service termination.

You should be aware that when using your account to access the Internet or any other online network or service, there are certain transfer protocols, such as ftp and http, and peer-to-peer networking programs which may allow others to gain access to your computer. If you choose to use such services, you are responsible for taking appropriate security measures. Neither LTC or its underlying providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of, or otherwise relating to the use of such transfer protocols by you, including damages resulting from others accessing your computer. Such services may not allow public access to your computer, files or data without written permission from LTC.

The acquisition, transfer, or distribution of any content in violation of copyright laws is expressly prohibited, as is storing such content on any device attached to LTC's network. Such content includes, but is not limited to, copyrighted music and movie files and software programs.

You may not run a server in connection with your account nor provide network services to others via your service unless you have written permission from LTC.

Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, dhcp, peer-to-peer file sharing, and multi-user interactive forums.

If such services are provided without the express permission of LTC, your account will be suspended until both parties reach written resolution.

In all cases, you are responsible for the security of any device you choose to connect to your service, including any data stored or shared. LTC recommends against enabling file sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file sharing devices or software. Any files or devices you choose to make available for remote access should be protected with a strong password or as otherwise appropriate.

If you employ a private wireless access point, you are required to secure it such that others cannot gain access to LTC's network therewith; failure to do so constitutes grounds for immediate disconnection of service and termination of your account.

You are expected to take reasonable measures and precautions to prevent any computer or device you attach to LTC's networks from vulnerability to exploit and abuse, including, but not limited to: keeping current on operating system and application patches and updates; disabling unnecessary network services and securing necessary ones; using virus scanning software wherever applicable (e.g. every Microsoft operating system) and keeping virus scan signatures updated regularly; installing firewalls (firewall appliances and applications). Failure to secure machines in a reasonable and timely manner may result in disconnection from LTC's network temporarily or permanently. While these minimal precautions are required of all, if you have a particular stake or legal obligation to protect the information and security of your machines, you are encouraged to take additional measures accordingly.

This service may not be used to send bulk unsolicited messages. This includes, but is not limited to, bulk mailing of commercial advertising, announcements, petitions, and political or religious messages. Such messages may only be sent to those who have explicitly requested such messages. The service may not be used to send chain letters, junk mail, spam, or messages to any individual who has indicated they did not want to receive messages from you. Continuing to send email messages to anyone who has requested not to receive such email is considered to be harassment.

You may not send numerous copies of the same or similar messages nor may you send very large messages or files to a recipient with the intent to disrupt or with the effect of disrupting a server or account.

There is a maximum of 250 recipients for email sent through mail.Larinet.net; if you need to send a message to more than that, configure your mailer to send multiple messages. Please heed the pertinent prohibitions of sending bulk mail/spam. (It is fairly uncommon that email is legitimately sent to more than a few dozen users.)

There is a maximum message size of 10240000 bytes (roughly 10MB) on mail.LTC.net. If you need to transfer files at or above this limit, you will either have to send the file in multiple parts or you might consider other methods of file transfer (e.g. ftp, post to a webpage, use an irc/instant messaging client with file transfer capability, or a peer-to-peer file transfer program). With MIME or base64 encoding this allows just under a 7.5 MB file to be sent, provided the recipient can receive it.

LTC requests that you limit the frequency email is checked to not more than once every 5 minutes unless unusual circumstances deem it necessary for a temporary duration. Excessive checking frequency puts an unnecessary and easily avoidable load on mail servers (there are other technologies more apropos to time-sensitive communication, e.g. irc or instant messaging).

LTC employs several blackidists to help reduce spam and block network abusers, as well as maintaining a local blacklist. Should you be placed on LTC's own blacklists, LTC will offer reasonable assistance and remove your blacklist entry upon request if remedial action has been demonstrated. LTC does not maintain many of the blacklists it employs and makes no exemptions for those listed on them; the lists' respective removal instructions must be followed to effect delisting. Should you become aware that you have been placed on a blacklist due to action or neglect on your behalf, you are required to make every reasonable effort to remediate the cause and procure list removal. (The IP addresses you use now will eventually be used by someone else. They should not have to dean up a mess you've left behind.)

The risk of "eavesdropping" exists on the Internet and other services to which access is provided on any type of connection, but there is a peculiar susceptibility to eavesdropping on wireless networks due to the transmission media. This means other persons may be able to access and/or monitor your computer, transmissions, and receptions. Because of this risk, any sensitive or confidential information sent by you is sent at your sole risk and neither LTC or its underlying providers shall have any liability for any claims, losses, actions, damages, suits, or proceedings arising out of such actions by you. You are encouraged to employ encryption and other technologies appropriate to protect sensitive information such as passwords, account numbers, credit card numbers and any confidential data.

You may not resell, share, or otherwise distribute the service to any third party without the express written consent of LTC. For example, you cannot provide Internet access to others through dial-up or wireless connection, host shell accounts, provide email or news service, or send a news feed.

You are required to abide by LTC's Acceptable Usage Policy (AUP) as published to <http://www.larinet.net/UsagePolicy>. A current copy of LTC's AUP will also be provided at your request.

You must notify LTC of any changes in your account Information, including billing address or telephone number in writing.

LTC processes billing on the 25 th of each month. All bills are due on or before the 10 th of the following month. Any account over 30 days past due is subject to disruption of service. If an account is suspended, the entire balance must be paid before service is restored and a \$10 reconnection fee will be imposed.

LTC is not responsible for forwarding email sent to any account that has been suspended or terminated. Such email will be returned to sender, Ignored, deleted, or stored temporarily. LTC assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store instant messages.

LTC will carry wireless equipment charges, interest free, for a period of time specified by LTC. Wireless equipment charges are billed by separate invoice and sent separately from your monthly statement Wireless equipment monthly charges must be paid within 30 days of the date of the billing. Failure to make timely payments will result In forfeiture of the interest free financing and will result in billing of the remaining balance of the equipment. Such balance will then have to be paid in full within 30 days in order to retain service. If service is disrupted due to nonpayment of equipment, then normal reconnection charges apply.

As part of the installation, system files on your computer will be modified. Neither LTC nor its providers represent that such modifications will not disrupt the normal operations of your computer. LTC strongly recommends that you back up all files prior to installation of service. If you do not back up all existing computer files, then you understand and accept the associated risks of such a decision such as loss of files, software, or data.

LTC reserves the right to change the rates and otherwise modify this agreement upon 15 days notice to you. Use of your LTC account after the effective date constitutes acceptance of the new terms and conditions.

LTC provides free technical support on your Internet connection as part of its service. Should your Internet connection stop working or not work consistently, a technician should be contacted via phone at 970-224-4900. If the technician is not able to assist you via phone, the computer (excluding monitor and peripherals) should be brought into the LaPorte office for technical evaluation. If the technician is not able to complete the Internet connection repair, he will advise you what further steps to take. LTC is not responsible for any repair charges incurred.

These terms and conditions reflect the entire agreement of the parties and supersedes all prior oral and written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Colorado and the United States of America.

By signing, you state that you are authoritative contractually and financially for the entity subscribing, and that you understand and will abide by the above terms and conditions for this agreement. A signed copy of this agreement must be on file with LTC before account activation.

The undersigned do hereby agree to abide by conditions as stated in this agreement. This guarantee shall be a continuing guarantee of all such future credits given by licensee. All accounts must be paid to zero balance prior to termination of this guarantee. In the event any action is required to be brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover attorney's fees that such party has incurred in connection with such action and interest at the prevailing legal limit.

Subscriber (or guardian if under 18)

Date _____

Print Name Here

Print name here