

Haviland Telephone Company Inc. Internet Service Standard Terms, Conditions and its Acceptable Use Policy

Important - Please read!

Use of the enclosed account information and/or Haviland Telephone Company, Inc.'s Internet Services constitute your acceptance of this agreement.

Services

Individuals applying for Internet service must be at least 18 years of age and applying for service in his or her name. Haviland Telephone Company, Inc. must be informed of any changes in your name, address, or phone number. Unless the customer requests a specific activation date, all accounts will be activated when the customer requests the service. Billing for the account starts on the activation date. New accounts will be processed as they are received. Usage of your Haviland Telephone Company Internet account constitutes acceptance of the terms and conditions set forth in this agreement, as well as any subsequent revisions. The current revision of the Service Level Agreement will be posted at www.havilandtelco.com

Service Availability

Haviland Telephone Company, Inc. strives to make services available 24 hours a day, seven days a week, but the service is provided "as is" and "as available." Haviland Telephone Company services may be interrupted for several reasons, including, but not limited to, malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Advance notification of any such interruption of service may not be provided. Scheduled maintenance may be posted at www.havilandtelco.com. In case of an expected outage, Haviland Telephone Company will work to correct the problem as soon as possible. In no event will Haviland Telephone Company be responsible or liable for damages or loss to profits, due to use or the inability to use Haviland Telephone's services. There is no guarantee of message delivery. Return receipts may be requested, but there is no guarantee that the recipient's mail system will honor these.

Virus and Spam Filtering

Haviland Telephone Company is pleased to offer Virus and Spam Filtering to Haviland e-mail users. Although it is not guaranteed to intercept every e-mail message containing a virus or every unsolicited commercial e-mail, we are confident that our virus and spam filtering will assist you in protecting your computer as well as reduce the volume of unwanted e-mail that you receive. Upon requesting a Haviland Telephone Company e-mail account, a "Message Center" is created for that e-mail account. The message center will be used to store suspicious mail. The first time the account's e-mail is received, there will be an e-mail message that contains your Message Center login address (your Haviland Telephone e-mail address), a temporary password, and a link to your message center login screen. The first time you access your Message Center, you will be required to change your temporary password. (Please make a note of this password for future reference, as Haviland Telephone will not have access to it.) Virus filtering is automatically activated when an e-mail account is created. Spam filtering and spam filtering options must be activated by the user. Each message sent to a Haviland Telephone e-mail account is scanned for virus and/or spam content, (if activated), prior to message delivery. If a virus is detected, a message will be sent to the e-mail address, notifying the user of the suspicious message. Spam notification messages will contain a link to the account holder's message center, where the message can safely be displayed. **NOTE:** Due to the risk of infecting your machine, most messages containing a virus will be unreadable. The spam filter may capture some desired messages. Users should check the Message Center periodically for such messages. From the Message Center, the account user can request that specific blocked messages be delivered and you will be given the option to add the sender to the "approved senders list." Doing so will ensure that messages from this sender will not be intercepted in the future. After fourteen days, messages captured by the message center will be deleted.

Policies and Acceptable Use

You may use your account for communications, research, public relations, education, and entertainment. This statement describes certain uses, which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to respect the culture and civility of communications and discourse on or through the Internet. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network resources.

Legal Issues

You may **NOT** use your account:

- For any purpose which violates US Federal or State laws
- To interfere with or disrupt network users, services, or equipment including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computational information, or communications devices or resources.
- To transmit threatening, obscene, or harassing materials

Network Integrity or Efficiency

You may **NOT** use your account:

- In a manner that precludes or significantly hampers its use by others
- To send messages likely to result in the loss of recipients' work or systems
- To send or respond to "chain letters"
- To broadcast a message to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others

- To intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system

Courtesy

You must be courteous in your use of the Internet. **PLEASE:**

- Respect the privacy of other users; for example, you should not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.
- Respect the legal protection provided by copyright and license to programs and data.
- Use the Internet in ways consistent with ethical guidelines and accept community standards; malicious use is not acceptable.
- Follow the Acceptable Use Policies of any networks you may use as an FTP site.
- Be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.
- Assure that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights; it is not acceptable to use your account to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources or information.

Commercial Use

You must appropriately market, advertise, or circulate public relations for your products or services; for example, you may create a World Wide Web site to advertise products or services and give support-ordering instructions. Other Internet users may then choose to view your Web pages or participate in discussions. At the sole discretion of Haviland Telephone, violations of any of the above regulations may result in termination of services.

Credits

Haviland Telephone Company, Inc.'s Internet service is unlimited and is not based on usage; therefore, credits will not be given because the customer has not used the account. If a customer knows the account will not be used, it is the customer's responsibility to request a temporary or permanent disconnection. Unfortunately, there will be times when Haviland Telephone Company's service is down. Scheduled outages may be posted online. In the case of an unexpected outage, Haviland Telephone Company's service is "as is" and "as available;" therefore, no credit will be given for down times. **NOTE:** Haviland Telephone Company reserves the right to delete customer's personal files which have not been accessed for more than one (1) month.

Account Disconnects

Accounts can be permanently disconnected when requested by the customer. Once permanently disconnected, the account cannot be reactivated. If the customer wants service at a later date, a new account will be established and the installation charge will apply.

DSL Installation NECA Tariff Rate Fee: A \$99.00 Installation Fee is applicable, and is waived at the time of installation, if the customer agrees to keep the DSL Service for a 12 month period. **The contract is only valid for the initial location in which the DSL Service was installed.** If for any reason a customer would physically move from one location to another or the account is disconnected for non-pay, the customer will be charged the installation fee and a new service agreement will need to be established.

Customer Service and Technical Support

Customer service is available 8:00AM to 5:00PM, Monday through Friday, excluding holidays. Technical Support/Help Desk is available Monday through Friday, 7AM to 10PM and Saturday through Sunday, 7AM to 9PM. This service is free to Haviland Telephone Internet Customers. Haviland Telephone's Technical Support will provide support to issues that relate to the customer's Internet connection.

Customer Service: (620) 862-5211 or (800) 339-8052 Haviland Office
(620) 456-2211 or (800) 287-7905 Conway Springs Office

Technical Support: (866) 704-4268

*Haviland Location - 104 North Main Street, PO Box 308, Haviland, KS 67059 – (800) 339-8052
Conway Springs Location – 211 West Spring Ave, PO Box 277, Conway Springs, KS 67031 – (800) 287-7905*