

BIG RIVER TELEPHONE COMPANY

24 S. Minnesota ◦ P.O. Box 1608 ◦ Cape Girardeau ◦ MO 63702-1608
Tel: 1-800-455-1608 Fax: 1-800-455-4533

Big River Internet Usage Policies and Rules

Big River Telephone Company subscribers are required to conform to the terms and conditions specified below when using the Internet service. Failure to comply may result in termination of your account. Usage and/or establishment of the account imply that you agree with these terms and conditions. Big River Telephone considers services to have been rendered when the user id and password have been correctly validated, providing customers with reasonable access to that account. Big River Telephone is not responsible for any failure to access the account due to actions or equipment failures outside of its control. No refunds will be given in these circumstances.

Multiple logins are not allowed. The subscriber is expected to maintain user id and password information in the strictest confidence and may not allow others to use the same account. Big River Telephone accounts specify un-metered usage, but this does not mean unlimited connect time. Dial-up connections are configured with inactivity time-outs and will disconnect after long periods of inactivity to prevent tying up the resources when not in use. Anyone who attempts to defeat this mechanism may have his/her accounts terminated. Attempts to penetrate Big River Telephone security or to access another person's account or files will result in the termination of the account holder's account without notice. The following violations of "netiquette" are grounds for immediate suspension of service pending investigation by Big River Telephone Company. If the investigation determines that you originated or transmitted these types of traffic, termination of the account will result:

- SPAMMING (this includes both e-mail and newsgroups) in conflict with a news group charter which provokes complaints from the recipients and regular readers of the news group. This includes engaging in SPAMMING from a provider other than Big River Telephone and using an account on Big River Telephone as a mail drop for responses.
- Harassment of other individuals on the Internet after being asked to stop by those individuals and by Big River Telephone Company. This includes sending unsolicited mass e-mailings that provoke complaints from the recipients.
- Impersonating another user or otherwise falsifying one's user name in an E-Mail, or USENET posting, on IRC or with any other Internet service.
- Subscribers' Personal Web Pages may be up to 5 MB in size and may not be used for advertising or promotion of products, goods, services or companies. Larger personal pages and commercial pages are available in accordance with our current pricing guidelines.

If your service is suspended, we reserve the right to delete any and all files (including e-mail) on our servers. Users whose accounts are terminated for any infractions are also responsible for the cost of labor incurred by us to clean up and respond to complaints.

Big River Telephone makes no claim regarding system availability. We reserve the right to discontinue service periodically for maintenance, particularly during non-peak periods such as nights and weekends. Subscribers should plan accordingly. Big River Telephone will attempt to provide 24 hours a day, 7 days per week service, but cannot guarantee any specific level of service.

Big River Telephone does not provide any assurance that data stored on our computer systems will be maintained. Files, including e-mail and attachments, may be deleted at any time. In the event of system failure that results in files being lost, we may choose not to restore these files. The subscriber understands this and agrees to take precautions to back up information using another manner.

Internet access may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material judged to be threatening or obscene or unauthorized transmission of material protected by a trade secret. Use of information derived from the Internet is at your own risk; Big River Telephone exercises no control whatsoever over the content of information obtained via the Internet.

Subscribers agree to indemnify and hold harmless Big River Telephone from any claims resulting from subscriber's use of services that cause direct or indirect damage to the subscriber or another party. This includes all lawsuits, judgments, decrees, costs and expenses, any attorney fees or court costs whatsoever arising from the subscriber's use of the services provided by us. Support from the Big River Telephone Help Desk is a free service intended for our subscribers with difficulties connecting to the Internet. Any other system problems require the customer to contact the hardware or software vendor. The Help Desk will provide any contact information that they may have to assist the subscriber in this effort. Big River Telephone does not carry any responsibility for hardware or software not provided to the subscriber by us.

The subscriber will be billed in advance for all services. Payments not received by the due date will accumulate a finance charge. If Big River Telephone Company does not receive payment for services within 30 days from the due date, we reserve the right to suspend or revoke access to our services.

The subscriber understands that Big River Telephone receives all USENET discussion groups and that some material in those groups is intended solely for adult audiences.

Subscriber accounts will be charged a \$25.00 fee for each check returned due to non-sufficient funds or because of any holds placed on the account by either the account holder or the account holder's banking institution. This fee will also be charged to any check debit accounts declined for any reason.

AUTHORIZED SIGNATURE

CUSTOMER NUMBER

DATE

Note: Please sign, date and return to us. Thank you.