



Acceptable Internet Use Policy

All Terril Telephone Cooperative Internet customers should read this document! Even if you do not read it, you are still responsible for the policy written here and your account WILL BE DISABLED WITHOUT WARNING if you violate it.

Terril Telephone Cooperative sets forth an Acceptable Use Policy with the intent of protecting our services, our customers, and other users of the Internet from potentially abusive actions taken by Terril Telephone Cooperative customers. The following policy is non-exclusive; any actions about which there is doubt should be referred to the Terril Telephone Cooperative for evaluation. Terril Telephone Cooperative may alter this policy from time to time as needed.

Violating the Acceptable Use Policy will result in the following:

1st Offense: Internet Service will be suspended for no less than 24 hours without notice.

2nd Offense: Internet Service will be suspended for no less than 7 days without notice.

3rd Offense: Internet Service will be suspended for no less than 30 days without notice.

4th Offense: Internet Service will be permanently suspended without notice.

Statement of Responsibility

Each terril.net Internet account has a password that is the key to gain access to the account. The customer who registered the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure that Terril Telephone Cooperative Acceptable Use Policies are honored. Terril Telephone Cooperative will hold the account owner responsible for any violations of the AUP.

Sites directly attached to the Terril Telephone Cooperative backbone are expected to adhere to the Terril Telephone Cooperative Acceptable Use Policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the AUP.

Should Terril Telephone Cooperative incur expenses associated with abusive activity generated from a customer's equipment, Terril Telephone Cooperative reserves the right to recover those expenses from the customer. Charges for any such activity will be determined solely by Terril Telephone Cooperative.

Terril Telephone Cooperative enforces these policies with respect to Terril Telephone Cooperative customers only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.

Acceptable Use: Network

Acceptable use of the Terril Telephone Cooperative network facilities does NOT include:

Attempting to circumvent user authentication or security of any host, network, or account on Terril Telephone Cooperative systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.

Use of Terril Telephone Cooperative systems or networks (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, or other system resources so as to interfere with others' normal use of services on Terril Telephone Cooperative or other systems and networks ("denial of service" attack).

Activities which violate local, state, or federal statutes.

Acceptable Use: Shell/Telnet Access

Acceptable use of shell/telnet access does NOT include:

Unauthorized access.

Running background processes after you have logged out.

Compiling and running foreign binaries without express written consent of netINS, Inc.

Activities which violate local, state, or federal statutes.

Acceptable Use: Domain Names

Terril Telephone Cooperative provides domain name service for Dedicated Connection, Enhanced Showcase, and UUCP customers. Keeping registry information updated and accurate is the responsibility of the domain holder and not Terril Telephone Cooperative. Acceptable use of the Terril Telephone Cooperative domain name service does NOT include:

Falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts.

Acceptable Use: Email

Acceptable use of Email does NOT include:

Sending unsolicited mass mailings of any nature, including those with a "negative option" for continuation. The negative option is inviting those who do not wish to receive more email to reply to you.

Sending a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox.

Forging email headers to obscure the true originator of the message.

Creating or participating in pyramid schemes or chain letters.

Sending harassing email, either by language, size, or frequency. This includes sending email (or real time) messages to a person who has asked explicitly that you do not.

Activities which violate local, state, or federal statutes.

Acceptable Use: Remote PC Support

Terril Telephone Cooperative offers a Remote Support Service for our customers whereby customers may request on-line assistance in resolving problems with their personal computers. In order to provide this service, Terril Telephone Cooperative must be able to log into the customer's personal computer to diagnose the problem, perform such actions as Terril Telephone Cooperative believes are necessary to correct the problem, and/or recommend corrective actions to be performed by the customer or by third parties.

By requesting Remote PC Support Services from Terril Telephone Cooperative customer agrees to the following:

Terril Telephone Cooperative shall be authorized to log in to the customer's personal computer in order to perform such actions as it deems necessary to diagnose the cause and extent of the problem; perform such actions as it believes are necessary to correct the problem; and/or recommend corrective actions to be performed by the customer or by third parties.

Only qualified Terril Telephone Cooperative employees will be assigned to perform Remote PC Support Services for customers.

Remote PC Support Services may only be provided with the customer's explicit permission and the remote session will be terminated permanently once the support issue is resolved to the customer's satisfaction.

Terril Telephone Cooperative shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from Terril Telephone Cooperative performance of Remote PC Support Services for customer, and customer shall indemnify and hold Terril Telephone Cooperative harmless therefor.

Acceptable Use: Web/FTP Sites

(An FTP client will allow you to transfer files from one computer or server to another with the click of a button. All you need is the computer's name and a user name and password for yourself. After entering this information into the client you will be able to transfer files to and from your computer from other computers.)

Acceptable use of Terril Telephone Cooperative web/FTP space does NOT include:

Distribution of pornographic or otherwise indecent or offending materials.

Distribution of restricted software or materials in violation of copyrights or distribution licenses.

Distribution of materials which violates local, state, or federal statutes.

Terril Telephone Cooperative reserves the right to restrict or terminate service without refund in the event of an AUP violation. Terril Telephone Cooperative also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of Terril Telephone Cooperative. Use of the Terril Telephone Cooperative systems and network constitutes understanding and agreement of this policy.

By signing below I certify that I have received a copy of Terril Telephone Cooperative Acceptable Internet Use Policy. All Terril Telephone Cooperative Internet customers should read this document. Even if you do not read it, you are still responsible for the policy. Internet accounts WILL BE DISABLED WITHOUT WARNING IF THE POLICY IS VIOLATED.

Signature: _____ Date: _____