BIT Communications Internet Agreement

<u>**Principle**</u>

BIT Communications hereinafter referred to as "company", provides Internet connection service, for education, professional, recreational, entertainment and limited commercial purposes. As a responsible provider, we must ensure that our subscribers honor and respect the culture and etiquette of the Internet. This culture includes cooperation, civility, courtesy, respect for privacy and respect for the opinions of others and their right to express their opinion.

<u>**Account Use**</u>

1. I agree to use BIT Communications for only lawful purposes. I understand I may not transmit or store any information, data or material in violation of US Federal or State regulation or law. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material, or obscene material.
2. I understand that messages and data sent to destinations outside the United States must satisfy Department of Commerce regulations (either be within the GTDA guidelines for information which may generally be transmitted or have the required license).
3. I understand that my BIT Communications account cannot be transferred or used by anyone other than myself. Account sharing is strictly prohibited. No more than one login session can be active at a time by the subscriber. Accounts, which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate termination. I agree not to resell, re-license or redistribute BIT Communications connection service to any individual, company or organization.
4. I understand that BIT Communications is not responsible in any way for any information I may read, view or retrieve while using BIT Communications. BIT Communications is not responsible for the content, accuracy, character, or attributes of any information. Information includes, but is not limited to, screen displays, data and text files, graphics files, programs, executable files, hardware or modems.
5. Accounts cannot be used for a dedicated connection. Please keep all online sessions under six hours. Accounts cannot be used to setup permanent servers.
6. I understand that I may not use my BIT Communications account in a manner that precludes or significantly hampers it's use by others.
7. I understand that I may not send messages likely to result in the loss of recipients' work or system.
8. I understand that I may not send or respond to "chain letters".
9. I understand that I may not broadcast messages 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.
10. I understand that I may not 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.
11. I agree to abide by these guidelines. I understand that my account may be terminated if I do not follow these guidelines.

<u>**Account Suspension, Cancellation, or Termination**</u>

1. I understand that the company has the right to delete all data, files, or other information stored on BIT Communications storage devices in my account, if my account is terminated, for any reason, by myself or by the company.
2. Accounts are billed on the first of each month and are due in the business office by the 25th of the current billed month. NOTE: All accounts not paid by the 25th can result in termination of service. A $10.00 late charge and a $20.00 reconnection fee will apply. I understand that monthly fees will be prorated for the period of time the service was active or in force.
3. I understand the company has the right to suspend my service at any time, for any reason, without notice.

I certify that I am 18 years of age and agree to sign this agreement and to be liable for the charges.

<u>**Virus and Junk Mail Filtering Service**</u>

BIT Communications offers <u>free</u> virus and junk mail filtering services.

- Identifies and isolates virus infected messages before they reach your mail box
- Requires no new hardware or software
- Processes your messages with minimal latency
- Infected messages are quarantined in a secure, web-based Message Center for access by the customer
- Integrated with industry leading McAfee AVERT via a dedicated connection to McAfee virus definition servers
- Detects and diverts junk email before it reaches your mail box
- Real-time heuristics engine analyzes message content, IP header information, envelope information, and source domain
- Settings can be adjusted by customer to suit his or her needs
- Service can be turned on and off by customer as needed

***Note: Although we strive to provide the best virus filtering service possible, we recommend customers use a virus filtering program on their computers to protect against infection from new undetectable viruses and infection from other sources.

Warranty and Liability

1. I agree to indemnify, release and hold harmless the company, Buggs Island Telephone Cooperative, its affiliates, employees and subsidiary divisions from any claims or damages resulting from use of BIT Communications.
2. No warranty is made by the company regarding any information, services or products provided through, in connection with, or located on the computer systems of the express access service or other services provided by the company, and the company hereby expressly disclaims any and all warranties including without limitations: 1) any warranties as to the availability, accuracy, or content of information product, or services: and 2) any warranties or merchantability or fitness for a particular purpose.
3. Any liability of the company, including without limitation any liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or use of records, whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by or on behalf of the subscriber to the company for the current month.

Billing Information

Service:

Other/Promos: _____

Last Name: _____

Social Security No:_____

First Name: _____

Str Address: _____   City,State,Zip: _____

Phone Number: (Home)_____   (Work)_____

User Information

Login : _____ (minimum of 3 - maximum of 64 characters)
Password: _____ (minimum of 4 - maximum of 99 characters)

Operating System: __Vista
                           __Windows 98 __Windows ME
                           __Windows XP __Windows NT/2000
                           __Mac

User ID/Login can be up to 64 characters long and may not start with a number. Characters such as dashes and underscores can be used also. Passwords may consist of all letters, all numbers or a combination.
* We recommend at least 28.8 baud rate modem and 16mb RAM. Windows users require a minimum of 8mb RAM.*

Extra Email Accounts

	Login	Password
1.	_____	_____
2.	_____	_____

List email accounts in local E-mail Directory?   __Yes   __No

Virus & Junk Mail Filtering (Free)

Virus Filtering Only	__
Junk Mail Filtering Only	__
Both Virus and Junk Mail Filtering	__
No Filtering	__

Signature: _____

Office Use Only

BIT Communications Account Number: _____

Account Maintenance

Date	Description	Emp	Date	Description	Emp
_____			_____		
_____			_____		

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