

Access Montana's User Agreement

1. Terms and Conditions for Internet Access Services.

A. This agreement represents the complete agreement and understanding between Access Montana and Customer and supersedes any other written or oral agreement. Upon notice published on-line via Access Montana, Access Montana may change these terms and conditions, and/or change the prices charged for these services, and/or discontinue or change the services offered.

B. We will not enable Customer's Internet access account until we receive this form from Customer or if Customer answers "Yes" in agreement to this same document upon first login. If Customer is under 18 years of age this form must be signed, dated and returned by customers' parent or legal guardian before the account will be activated.

2. Account and agreement term.

A. This agreement shall remain in effect until Customer terminates his/her account or Access Montana terminates Customer's account. Access Montana may occasionally require new registration and account information by Customer to continue this service. In addition, Customer shall notify Access Montana in writing or by email of any changes in the account information, such as address or phone number.

B. Access Montana reserves the right to change the terms and conditions by notifying Customer in writing or by email at least 30 days in advance of the effective date of the change. Use by Customer after the effective date constitutes acceptance of the new terms and conditions. If Customer does not agree to the new terms and conditions, Customer may cancel this agreement at any time by giving Access Montana proper written notice in accordance with the terms and conditions stated herein (see 3.G.).

C. Access Montana reserves the right to suspend an account at any time for any reason. If an account is suspended for reasons other than non-payment Customer will be notified of the reason(s) by certified mail. Customer then has ten business days to respond in writing. If Customer does not respond within ten business days, Customer's files will be archived for two months and Customer's account will be terminated.

D. Access Montana also reserves the right to terminate an account at any time for any reason. Customer will receive a refund for any prepaid but unused time.

3. Billing/Terms/Termination.

A. Access Montana will bill Customer monthly subscription and connection fees as set forth in Access Montana's current rate schedule. This schedule may be modified by Access Montana upon 30 days notice in writing or by email to Customer.

B. The Access Montana accounting cycle begins on the first day of the month. The Access Montana accounting period is one month. Customer must notify Access Montana at least 15 working days before the next payment is due if Customer wishes to change the method of payment. Customer must notify Access Montana at least 10 working days before the next payment is due if Customer wishes to change type of account.

C. Service payments will be submitted in advance of receiving services.

D. Pursuant to the Montana Code Title 27 Chapter 1-717 if your check, draft or order is:

(a) dishonored for lack of funds or credit because the issuer has no account with the drawee; **(b)** issued in partial or complete fulfillment of a valid and legally binding obligation and the issuer stops payment with the intent to fraudulently defeat a possessory lien or otherwise defraud the payee of the check. Then,

(1) (not shown] must be an amount equal to the greater of \$100 or three times the amount for which the check, draft was issued. However, damages may not exceed the value of the check, draft or order by more than \$500.

(2) The amount of damages awarded pursuant to subsection

(3) The remedy provided by this section is available only if:

(a) the person to whom the check, draft or order was issued has made written demand, mailed to the last-known address or the address shown on the check, to the drawer for payment of the amount of the check, draft or order not less than 10 days before commencing the action; and

(b) the issuer has failed to tender an amount of money equal to the amount demanded prior to

the commencement of the action.

E. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle.

F. Accounts that are delinquent by two weeks or more are put on "accounting hold" and may not be used. Accounts that are unpaid for one month automatically have their files archived. Accounts that are unpaid for two months have their files purged. Access Montana accounts continue to accrue charges while they are on hold. There is a service reconnection charge equal to one half the currently charged set-up fee or \$20, whichever is greater, to remove accounts from accounting hold status.

G. Termination requests for Access Montana accounts must be received in writing via email, fax, or postal service at Access Montana's main office. Accounts will be terminated within 5 working days after the receipt of such requests. Customer will receive a refund for any prepaid access time not yet used. If Customer so requests, Access Montana will forward email to Customer's new email address, if any, for three months after termination.

H. Customer is responsible for all fees up to the date of termination of the service, except where Access Montana is unable to provide services under this agreement through its own negligence .

4. Provision of services.

A. Access Montana will provide services on its host computing systems to individual Customers in exchange for payment of fees and compliance with the terms and conditions of this document. Access Montana services are defined as the use by Customer of computing, telecommunications, software, and information services provided by Access Montana. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the world-wide computer network known as the Internet.

5. Security of Accounts.

A. Access Montana Dial-up Direct and Unix accounts are for individual users and Customer therefore agrees not to share the password or use of the account with others, including but not limited to other family members outside the immediate household or business associates. Customer acknowledges that Access Montana may terminate the account without notice if the Customer does not comply.

6. Electronic Mail: As a general policy, the operators of Access Montana prefer to keep electronic mail (email) private - however:

A. Pursuant to the Electronic Communication Privacy Act of 1986 (18 U.S.C. 2701 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. The operators of Access Montana can read all messages left on this system, including electronic mail (email) messages addressed to persons other than the system administrators.

B. "System administrators" and the term "Sysadmin" refers to those persons responsible for the operation and maintenance of Access Montana and their designated agents. The system administrators reserve the right to delete any message, regardless of whether such message has been received by its intended recipient(s).

C. Access Montana reserves the right, without limitation, to grant "Sysadmin" status to other persons. Such persons have access to all communications on Access Montana and may have all rights of a system administrators, including the ability to delete or change the status of files. Access Montana and their system administrators will cooperate fully with telephone companies and law enforcement agencies to pursue the prosecution and conviction of anyone attempting unlawful access or anyone using this service for unlawful activities.

7. Files on or available through Access Montana computers.

A. The operators of Access Montana take reasonable care with regard to the files that are available for download. However, Access Montana cannot be held responsible for the software on or available through this system. All software is downloaded by you "as is" and you assume the entire risk of any harm that might occur through your use of this software.

8. Offensive or Adult Materials.

A. Access Montana exercises no control over the content of materials accessed through Access Montana. Some materials may be offensive or adult in nature. Customers less than 18 years of age must have a parent or legal guardian sign this agreement, verifying that the parent or legal guardian understands that Customer will have access to such materials and accepts

responsibility for monitoring and/or controlling such access.

9. Use of Material.

A. Customer agrees not to use Access Montana services to violate copyright or other intellectual property rights of any author or publisher. For example, Customer may not upload or download commercial software in violation of software license agreements.

10. Abuse of Access Montana Services.

A. Any use of Access Montana system resources that disrupts the normal use of the system for other Access Montana Customers is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include spawning multiple extraneous processes, consuming excessive amounts of memory or CPU time for long periods of time, and staying attached to modems while not really "active" on the line by use of "keep-alive" programs or otherwise.

B. Inactive logins will be automatically terminated after an idle time of fifteen minutes.

C. Depending on the nature and the severity of the abuse, the user may receive an email warning, have their processes halted, or have their account suspended by Access Montana Technical Support. Customers who believe their activity has been misclassified may appeal to the Access Montana Technical Manager. If the misuse is unintentional, the suspension may be rescinded following discussion with Access Montana Technical Support. If the misuse is intentional, the Customer's account may be terminated at the discretion of the Access Montana Technical Manager, pursuant to the terms listed under section 2.C.

11. Abuse of Internet Services.

A. Customer agrees to use the services provided by Access Montana as permitted by applicable local, state, and federal laws. Customer agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

B. Customer agrees not to use any Access Montana services to obtain the passwords of Customers on Access Montana or other systems. Customer agrees not to use Access Montana services to make unauthorized attempts to access the systems and networks of others.

I. If Customer is discovered attempting to break into our system, Customer will have their account terminated immediately. (See 2.D.)

II. If Customer is discovered attempting to break into another system within the State of Montana, Customer will have their account terminated immediately (see 2.D.), the system administrator of the other system will be notified and Customer will be reported to the local authorities.

III. If Customer is discovered attempting to break into another system outside the State of Montana, Customer will have their account terminated immediately (see 2.D.), the system administrator of the other system will be notified and Customer will be reported to the Federal Bureau of Investigation.

C. Customer agrees to refrain from mass posting of the same message to many inappropriate Usenet newsgroups (spamming). Customer agrees to refrain from mass, unsolicited emailing. Customer agrees to post advertisements only where appropriate, for instance in biz, for.sale, and other venues that specifically encourage or allow advertising. Customer agrees to respect the conventions of the newsgroups, lists and networks to which the Customer is posting, including rules more restrictive than, but not limited to the above.

D. Customer agrees to abide by Access Montana's interpretation of the above. If Customer needs help interpreting or applying these rules, Customer should ask Access Montana support staff (support@ronan.net) for assistance.

12. Discovering and Reporting Abuse.

A. Violations of the Access Montana conditions of use are unethical and may in some cases be criminal offenses. You are expected to report to Access Montana any information you may have concerning instances in which the conditions of use have been or are being violated. When Access Montana becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorized activity, Access Montana may suspend access to services to the individual account in question. Confirmation of violations may result in termination of the individual account and/or criminal prosecution. The account suspension may be rescinded at the discretion of the Access Montana Technical Manager, following payment of a reconnection charge.

B. Access Montana reserves the right to monitor Customer's actions when this is necessary to

determine whether or not Customer is violating the conditions of use.

13. Warranties.

A. Access Montana makes no warranties of any kind, whether expressed or implied, for its services. Access Montana Specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. Access Montana will not be responsible for any losses or damages resulting from delays, nondeliveries, misdeliveries, service interruption, or Customer's errors or omissions. Access Montana will not under any circumstances be responsible for consequential damages.

14. Jurisdiction.

A. The validity, construction and performance of this agreement shall be governed by the laws of the State of Montana.

15. Severability.

A. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

16. Effective date.

A. This agreement shall become effective when Customer's net access is enabled.

17. What this all means (without the legalese) - Pretty scary stuff, huh? But it's not as bad as it seems. This document is merely to protect ourselves and our customers (you). We do not intend to randomly sit and read your mail, browse through your files or watch what you do. We do believe in the privacy of the users of our system and will do everything in our power to protect that. What does this all mean? We really don't care what you do as long as you play by the rules. We want you to enjoy using this system and we would appreciate any comments you may have in improving it. Feel free to email suggestion or complaints to:

support@ronan.net.