

MAIN Wireless Broadband User Agreement and Acceptable Use Policy - for Full-Year accounts only

In order to apply for a wireless account with MAIN, you must read the following Acceptable Use Policy and signify that you understand and agree to its terms. MAIN reserves the right to revise this agreement as necessary.

- ❖ MAIN account holders must be 18 years of age or older. With parental consent, minors may use their parent's account. Parents assume all responsibility for use of their account by their minor child or children. My signature on the registration form certifies that I am 18 years of age or older.
- ❖ I understand that using MAIN is a privilege that carries the following conditions, and that violating any of these conditions can mean being barred from having an account on MAIN.
- ❖ I understand I am participating in a community of users on MAIN, and that it is essential for me to treat others with civility and respect.
- ❖ While using the system, I will:
 - Conduct myself in a responsible, decent, ethical, and civil manner, refraining from vulgarity or harassment.
 - Be responsible for information I use, send, or display on the system.
 - Report to MAIN staff instances where I feel abuses have occurred.
 - Comply with all applicable federal, state and local laws in the use of my account.
- ❖ I understand that using the system is a privilege that carries the following conditions:
 - I have given accurate information on my registration form.
 - I am responsible for my account even if used by someone else.
 - I do not place unlawful material on the system, including material that violates copyrights or intellectual property rights.
 - I do not use the system to spam, hack, send viruses, harass, abuse, intimidate or otherwise treat other users in an objectionable manner.
 - I abide by any rules and regulations that may be publicly announced from time to time by MAIN.
 - I do not put defamatory material on the system, and I do not sue MAIN, its Board or staff, if a user defames me on the system.
 - I do not tamper with, hack or otherwise attempt to invade or abuse the system.
 - ***I will use the connection for client applications only.*** I will not use this connection for any server of any type, including peer-to-peer file sharing programs.
 - I will use my webpage space in accordance with MAIN's system guidelines. Internet domain addresses may not be redirected to my webpage space.
- ❖ I understand that MAIN:
 - Will not block, remove, or censor incoming or outgoing electronic mail (except for viruses or similar threats to network function) based on content or address without my consent.
 - Has the right to review, edit or remove information stored on the system to which users have access.
 - Does not guarantee that the system will function error-free or uninterrupted, or that it will meet any specific requirements I may have.
 - Is not responsible for any damage caused by lightning strikes to MAIN's equipment or the customer's equipment or premises.
 - May limit the amount of information I store on the system in accordance with my service plan.
 - MAIN does not permit concurrent use of wireless account and back-up dial-up account.
 - Is not liable for any indirect, incidental, or consequential damages caused by the use or operation of the system, or the inability to use the system.
 - Is not liable for any problems with or damage to a customer's equipment after MAIN's employees or volunteers have worked at customer's site.
 - Is a community network and that views I may disagree with have a right to be placed on the system as long as they adhere to MAIN's Acceptable Use Policy.
 - Is not liable for any direct, indirect or consequential damages caused by third party installers or equipment installed on the customer's premises.
 - Will bill me through my MAIN email address. Failure to pay monthly access fees will result in suspension of service. Reconnection to service will occur upon payment of past due fees plus a \$20 reconnection fee.
- ❖ I release MAIN, its Board and staff, and any institutions with which they are affiliated, from any and all claims of any nature arising from my use of the system, or my inability to use the system.
- ❖ I agree to compensate MAIN and its Board for any loss caused by my improper use of the system.
- ❖ I understand that if I do not adhere to the terms in this agreement, my privilege to use the system may be revoked.
- ❖ I have read and understand the contents of the MAIN User Agreement and Acceptable Use Policy, and I accept its terms.
- ❖ ***I understand that I am signing a one-year service contract.*** Early termination of my service will result in a \$100 early termination fee or the remaining balance of my annual contract, whichever is less.
- ❖ I understand that if I am not satisfied with the system in the first 15 days of use, I may cancel my service through written notice to MAIN for a full refund of my monthly payment excluding any activation or installation fees, and that I will not be charged an early termination fee.
- ❖ I understand that if I terminate this service, I will promptly return to MAIN all equipment belonging to MAIN. This includes, but is not limited to, the End User Modem (EUM), antenna, and cabling. NOTE: Activation fees do NOT constitute purchase of the EUM.
- ❖ If I do not return MAIN's equipment in good working order within 10 days of termination of service, I will forfeit any equipment deposit made and the remainder of equipment replacement cost will be billed to me directly. If I have not made an equipment deposit and my credit card number is on file, my credit card will be charged for the full replacement of cost of the equipment. If MAIN is unable to complete the credit card charge, I will be responsible for payment of any balance due on equipment replacement cost.
- ❖ Upon return of MAIN's equipment in good working order, any modem deposit fees will be refunded in accordance with MAIN's refund policy.
- ❖ I understand that MAIN's Tell-A-Friend program and account suspension options do not apply to my wireless account.
- ❖ If I am signing on behalf of an organization, I have the authority to commit the organization to the terms of the MAIN User Agreement and Acceptable Use Policy, and I accept its terms.