

## Lakefield Communications: Acceptable Use Policy and Terms of Service Agreement

Lakefield Communications reserves the right to modify the terms of this Acceptable Use Policy and Terms of Service Agreement from time to time and without prior notice. The current version will be posted on Lakefield's websites at: [www.lakefield.net](http://www.lakefield.net). For purposes of this agreement, Lakefield Communications will be known as Lakefield in this agreement.

The Subscriber agrees that use of Lakefield's Internet services constitutes the acceptance of all stated terms contained in Acceptable Use Policy and Service Agreement.

The Subscriber understands that any use of Lakefield's services deemed, in the sole discretion of Lakefield, to be destructive, obstructive or otherwise contrary to these Policies, including, but not limited to, criminal and illegal activities, sending or posting fraudulent or harassing electronic messages, Spamming (sending unsolicited mass emails), intentional propagation of computer viruses, worms, Trojan Horses or similarly malicious code, possession in Subscriber's account of programs used to shut down the system, defraud other Subscribers or gain unauthorized access to computers, networks or servers, collecting or harvesting of Lakefield usernames and possessing pornographic or offensive pictures and or/material in Subscriber's Lakefield WWW directory shall be subject to immediate termination of Lakefield's services. In the event of such termination, Lakefield shall not be responsible for the forwarding of any email, preservation of data stored on Lakefield's systems, losses of connectivity, or any other losses, direct or indirect.

Subscriber shall not violate any copyright, patent, trademark, or other proprietary rights in their use or posting of information to the Internet. The Subscriber shall be responsible for any and all such violations or infringements and shall hold Lakefield harmless therefrom.

Services provided by Lakefield are for the sole use of the Subscriber and not for resale or license of any nature whatsoever without the prior written consent of Lakefield, which may be given or withheld in its sole discretion. Subscriber is and shall be responsible for any misuse of services, even if a friend, family member, guest, employee or any other person committed the inappropriate activity with access to Subscriber's account.

Subscriber is solely responsible for the security of any device Subscriber chooses to connect to the services, including any data stored on that device. Subscriber expressly assumes any and all risks relating to the security of its communications, data and network and its potential access by others.

Lakefield may transparently filter incoming or outgoing email messages to reduce unsolicited Spam, or email-based viruses. Lakefield reserves the right to filter or block email messages by message content and/or source email address. The Subscriber understands that virus and Spam filtering services provided by Lakefield are not infallible, and the system may incorrectly identify and filter email messages as containing malicious or unsolicited content. These services are provided "as is" without warranty or conditions of any kind, either express or implied, including, but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement.

The Subscriber understands that no Spam filtering mechanism can completely eliminate unsolicited Spam email and the system may filter legitimate email messages, either explicitly or through automated means.

The Subscriber understands that no virus filtering mechanism can completely eliminate all viruses. The Subscriber acknowledges that is the Subscriber's responsibility to employ all prudent anti-virus measures, including operating an up-to-date virus software package on their home personal computer or business workstation.

Refunds for accounts closed due to a direct violation of Lakefield's Acceptable Use Policy will be at the discretion of Lakefield.

### Account Terms of Service

Standard Lakefield dial up accounts and high-speed accounts are limited to one PPP or PPPoE login per account at any given time. Multiple login accounts, which allow for multiple concurrent logins to a single PPP or PPPoE account, are available from Lakefield for an additional cost.

Lakefield's standard unlimited or high-speed accounts provide access to the Internet not limited by time restrictions. However, a standard unlimited or high-speed account may not be used to run a server such as a WWW or an FTP server. It is understood that a standard unlimited account will be connected only when a Subscriber is actively using the Internet. Automated programs to keep a standard unlimited account active while the Subscriber is not utilizing it are in violation of this agreement and those Subscribers will have their connection terminated and/or accounts suspended. Lakefield offers dedicated Internet access for an additional cost.

Lakefield's Subscribers may use up to 10 Meg of disk space for a personal website, as long as they contain no commercial content. Commercial content is defined as any material placed on the site for the purpose of making a profit by selling products or services or advertising a business. Any websites containing commercial content will be subject to an additional monthly service charge.

## Technical Support

Lakefield offers free technical support to assist Subscribers with the setup and configuration of Lakefield accounts. Lakefield's technical support staff is available by phone Monday through Friday from 8:00am to 4:30pm. There is no charge for the phone based technical support. It is to be used when a Subscriber requires assistance with problems involving the process of dialing into the system and establishing an Internet connection as well as with problems concerning the sending and receiving of Internet email. Subscribers may also contact Lakefield technical support by email at [techsupport@lakefield.net](mailto:techsupport@lakefield.net). Email messages are answered based on priority (email regarding connection problem or system problems will be answered prior to questions regarding setting up WWW pages, for example). Most messages will be responded to by the following business day at the latest. After hours support is available also, however, charges may apply.

Lakefield is not responsible for the performance of services provided by organizations outside of Lakefield; including the quality of the Subscriber's phone lines; the speed of the Internet connections not owned or operated by Lakefield; and the operation or reliability of any Internet server or computer not owned or operated by Lakefield.

Lakefield is not responsible for any long distance charges incurred when using our dial up numbers. It is the sole responsibility of the Subscriber to check with their local telephone provider to ensure that calling any of our access numbers is a local call.

## Billing Policies

Cash, check or money order payments: When the original term that a Subscriber signs up for expires, the account will be automatically renewed for the same term unless cancellation or plan change is received before the end of the current term. Charges will be prorated for the first month, and then billed in advance for each calendar month thereafter.

Any time a check is returned due to insufficient funds the account will be charged a \$19.50 service charge in addition to the amount specified on the returned check. Customer is also responsible for any additional/other charges from a bank or financial institution if a check is returned.

Credit card payments: For Subscribers who are billed monthly to a credit card, the account will be open until such time as the Subscriber chooses to close the account. The Subscriber's credit card statement acts a receipt of payment.

For Subscribers who are billed automatically to a credit card: When Lakefield's billing department receives notice that a credit card has been declined, they will send an email notification that the credit card has declined the charge.

**Cancellations:** All cancellation requests must be received in writing, you may email a cancellation request to [billing@lakefield.net](mailto:billing@lakefield.net).

**Refunds:** Subscribers wishing to close their monthly Internet accounts will be issued refunds only in the following circumstances:

- If Subscriber requests cancellation by the 15th of the month, a refund will be given for the unused portion, otherwise your account will be terminated at the end of the current month.
- There are no refunds for early cancellation of 6 month or 12 month (annual terms).

## Limited Warranty; Disclaimer of Warranties; Limitation on Damages

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT DSL SPEEDS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY LAKEFIELD EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. LAKEFIELD ACCESS MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OUR THROUGH SERVICES PROVIDED BY LAKEFIELD WILL BE AT SUBSCRIBER'S OWN RISK. SUBSCRIBER ACKNOWLEDGES THAT LAKEFIELD IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF LAKEFIELD OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL LAKEFIELD BE LIABLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) THAT RESULT FROM SUBSCRIBER'S USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET, SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICES, ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE SUBSCRIBER, LAKEFIELD OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF ANY NATURE WHATSOEVER. SUBSCRIBER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OF THE DIRECT CONTROL OF LAKEFIELD. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.