



Internet Acceptable Usage Policy

Thank you for subscribing to Red River Communications' Internet service! We hope you enjoy this access. To maximize availability and insure fair use by all, please read the following terms and conditions carefully before opening or continuing an account with us.

If you do not agree to be bound by these guidelines, terms, and conditions, you should immediately end your use of our Internet services and notify us so that we can initiate a closure of your account with us. Upon notices published on-line, we may modify this Acceptable Usage Policy as well as change or discontinue the services offered. Your continued use of our services following such changes will be deemed acceptance of the modification.

I. OBJECTIVE

To establish guidelines, terms and conditions for acceptable usage of Internet services.

II. POLICY

Information transiting the Red River Communications (RRC) network is unrestricted unless listed as unacceptable per this policy.

A. The Accountholder agrees to use Internet services for lawful purposes, in compliance with all applicable laws. The following use restrictions apply:

1. Content. The subscriber shall not upload to, distribute through, or otherwise publish to any chat area, bulletin board, or e-mail function any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, harassing, illegal, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law; downloading or transmitting confidential, trade secret information, or copyrighted materials. Even if materials on the networks are not marked with the copyright symbol, users should assume that all materials are protected unless there is explicit permission on the materials to use them. Any violation of these restrictions will result in immediate disconnection from our services at our discretion.
2. Abusing other users. Subscribers shall not abuse other users. Such abuse consists of acts by a subscriber that either threatens, harasses, uses abusive language or attempts to disrupt the peace and serenity of another Internet user. Examples of such abuse would be the use of vulgar language or the making of threatening or disparaging sexual comments in an Internet chat room.
3. Disruptive use. Any activity which propagates denial of service attacks (DoS), computer worms, viruses, or transmissions of any type which causes disruption of service due to facilities overload which disables or otherwise impedes the use of the network by other users
4. Account Sharing. Sharing of a subscriber's account with another party for purposes of avoiding payment for a second account is strictly prohibited. Violators are subject to immediate termination without warning.
5. Security. Subscribers are responsible for maintaining the security of their account and password. It is recommended that subscribers change their passwords periodically. RRC makes no warranties, expressed or implied, concerning the security of the customer's data, computer system(s), or network.

B. Violation Monitoring

1. Investigation. Red River Communications reserves the right to investigate suspected violation of these guidelines. When staff become aware of possible violations, an investigation may be initiated that may include gathering information from the subscriber or subscribers involved and the complaining party, if any, and examination of material on the Internet servers.
2. During an investigation, Red River Communications may suspend the account or accounts involved and/or remove the material involved from its servers. If the company believes a violation of these guidelines has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to, temporary or permanent removal of material from the servers, warnings to the subscriber or subscribers responsible, and the suspension or termination of the account or accounts responsible. Red River Communications reserves the right to terminate a subscriber's account with or without notice. The company, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these guidelines could also subject the subscriber to criminal or civil liability.
3. Cooperation. Red River Communications reserves the right to release the user names of accountholders involved in violation of system security to system administrators at other sites, in order to assist them in resolving security incidents.
4. Law Enforcement. To comply with applicable statutes and lawful government requests, Red River Communications reserves the right to access and disclose any information. This may include disclosing the usernames of subscribers and other pertinent information. The Company will fully cooperate with law enforcement authorities in investigating suspected lawbreakers and reserve the right to report to law enforcement when it becomes aware of any suspected illegal activity.

C. Consequences of Abuse

Misuse of Internet access will result in loss of the subscriber's access rights through our Internet access.

D. Disclaimer

We provide Internet access 'as is' and without warranties of any kind either express or implied. We do not warrant that service will be uninterrupted or error-free, that defects will be corrected, or that servers are free of viruses or other harmful code.

As our subscriber, you are entirely responsible for maintaining the security of your equipment and the confidentiality of your password. You are also responsible for any and all activities related to your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security that you know of. You agree to indemnify, defend, and hold harmless the providers for any liability or expense arising from such use or misuse.

Limitation of Liability

Under no circumstances, including, but not limited to negligence, shall we be liable for any or consequential damages that result from the use of, or the inability to use, our server or services, even if we have been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

III. RESPONSIBILITY

It shall be the responsibility of Management to administer this policy as established by Red River Communications.