

# POVN's General Use Policy

1. A POVN account is an arrangement between POVN and its subscriber's that allows its subscribers access to the Internet and use of other POVN services via POVN's systems. POVN accounts and the provisions of this agreement are nontransferable.
2. The subscriber agrees to pay in advance, the fee being charged by POVN at the time of service for a minimum of one month, due at the start of service. Charges commence on the date of activation and continue until such time as the subscriber notifies POVN to discontinue service, and are nonrefundable. Non use of the system shall not be considered grounds for refund.
3. Partial month's services will not be refunded regardless of reason.
4. POVN has committed to its sub-contractors for semiannual and annual prepaid accounts. Thus, early cancellation of a semiannual or annual account is not subject to refund. An exception would be if the client provides verification of moving to an area where POVN cannot provide equal service. Such refund is calculated by reverting the prior months used to the applicable monthly charge and issuing credit for the balance of the amount originally paid.
5. Subscriber agrees to be responsible for all charges rising from the use of the account, including, but not limited to, enhanced service charges, charges incurred by an account holder on another Internet host, and all additional phone charges, including long-distance. In addition to unlimited useage dial-up plans, POVN offers limited use dial-up plans. The fee for going over the limited numbers of hours per month is \$1 per hour. These fees are assessed at the end of the billing cycle for the previous month's usage and are due when billed. Customers can monitor their usage from the POVN website, under the heading "my account".
6. POVN reserves the right to suspend or cancel any delinquent account that is over 15 days past the due date or for rejection of any credit card charges or for checks returned for insufficient funds. A \$30.00 fee will be assessed on all returned checks and denied credit card transactions. Collection of past due balance is handled by an outside agency. Additional charges and interest assessed by the outside agency will be the responsibility of the subscriber. An account holder wishing to reopen and access services after termination must pay any balance due and is subject to reinstatement fees.
7. POVN reserves the right to close an account for suspected or actual breaches of its System Use Policy, and use of the host system in a manner which is harmful to POVN or its subscribers. All costs incurred because of system down time resulting, directly or indirectly, from willful abuse of the system

by the account holder will be the responsibility of the account holder, and the time required to restore the system will be billed at the rate of three hundred dollars an hour to the account holder.

8. If, at any time, it becomes necessary for POVN, Inc., or the account holder, to use legal recourse for a dispute between POVN and the account holder both parties agree to mediation through a recognized mediation service, and will not pursue recourse through legal action regardless of outcome.

9. POVN may terminate any account for any reason at its sole discretion including, but not limited to malicious or illegal use of its host system or the Internet, including e-mail messages which are perceived, in any manner, directly or indirectly, as threatening, offensive, harassing, or contradictory to the standards of Internet convention, and including port scanning or other attempted invasion of other people's networks or systems. POVN will review all complaints regarding malicious or illegal use of the system and/or harassing e-mail, and render judgment based on the System Use Policy and what is in the best interest of POVN's subscribers.

10. Multiple, identical news group postings, bulk email, and unsolicited e-mail messages are a violation of POVN's System Use Policy and widely held standards of Internet etiquette. Anyone using POVN's mailservers to send unsolicited bulk email, will have their account(s) terminated immediately. This includes the use of a mail server with open relays on POVN's system. Open relay mail servers are strictly prohibited.

11. The account holder or subscriber is responsible for all use of his/her POVN account, including security, online storage space, usage time, all e-mail postings that originate from their account, and protection of their account password. POVN is not responsible for any account holder's data or personal files on its host system, and account holders are responsible for the backup of significant data and files.

12. Use of any POVN account is expressly limited to the individual, business, or organization named on the account application form.

13. The account holder or subscriber agrees to use his/her POVN account in accordance with all applicable state and federal laws.

14. POVN reserves the right, but is not obligated in any way, to view or edit publicly viewable data, including e-mail messages on its host system, and to delete any information on its host system at POVN's sole discretion.

15. All e-mail, World Wide Web pages, and any file located in a publicly accessible directory are considered publicly viewable, and POVN is not liable for the protection, confidentiality or content of them or any information transferred to or from another Internet host.
16. Account holder agrees that material available through his/her account does not violate or infringe on any copyright, patent, applicable law, or contain information of an obscene nature.
17. The use of any POVN account for housing World Wide Web pages that advertise, sell, or promote any commercial business, service, or product without the consent of POVN is prohibited.
18. POVN owns and maintains all I.P. addresses and reserves the right to change them with appropriate written notification.
19. POVN is not responsible for any costs, loss of income, or damages relating to the use of its host system, products, software, and services. Services are provided as available, without any expressed warranties, and are subject to change without notice.
20. POVN will delete any email boxes where payment is past due.. POVN will not be responsible for the loss of any files or documents associated with the account.
21. POVN will not release account holders personal information to other parties unless required by the appropriate authority.
22. Non enforcement on any portion of this Agreement does not constitute consent, and POVN, Inc. reserves the right to enforce our System Use Policy, this Agreement, at its sole discretion. If one or more sections of this Agreement are found to be unenforceable or invalid, the remaining sections will still be considered valid.
23. If the account holder is under 18 years of age, either a parent or legal guardian who is responsible for the terms of this Agreement must sign and assume responsibility for this Agreement and all charges owed by the account holder.
24. POVN is not responsible for transactions or postings which take place to activity on our free classified ads, community calendar, forums or any other communication which has taken place between users.
25. POVN reserves the right to modify the terms of this agreement, and account prices without notice. Continued use of the system after such time will constitute account holders acceptance of the changes.

