

# Pioneer Internet Terms & Conditions

The following terms and conditions apply to ALL PIONEER account holders. Pioneer Internet Connection will provide access to the account holder in exchange for payment of fees and compliance with the terms and conditions of this document. Service payments will be submitted in advance of receiving services and will be in accordance with the standard billing procedures set forth by Pioneer Internet Connection.

The account holder understands that Personal Host Dial-up, Cable Modem & DSL accounts are not to be used or shared by any other individual. Failure to comply will result in termination of the account without notice. The account holder also agrees that the user ID and password will remain private information and will not be distributed to any other individual. The account holder also agrees that they will maintain a password on the system that contains upper and lower case letters, at least one number, and that the entire password will not contain any English words, any deviations from this policy is at the sole risk of the user.

Account holder understands that PIONEER subscribes to all USENET discussion groups and that some of the discussion groups contain language and subjects that are for adult audiences.

Account holder agrees to use the services provided by PIONEER in a manner permitted by applicable local, state, and federal laws. Account holder agrees to indemnify and hold Pioneer Internet Connection harmless from any claims resulting from service that causes direct or indirect damage to another party. The account holder also agrees to indemnify and hold Pioneer Internet Connection harmless from any and all lawsuits, judgments, decrees, costs and expenses, any attorney fees arising from the subscribers use of the services provided by Pioneer Internet Connection

The account holder is aware that the information that is available or obtainable from PIONEER or interconnecting networks, may not be valid or accurate. Pioneer Internet Connection makes no warranties of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through any networks. Use of any information obtained from or through services provided by Pioneer Internet Connection will be at account holders own risk.

PIONEER does not allow the use of any process, program, or tool that could be used for the purpose of guessing passwords or that makes unauthorized attempts to access other systems or networks. PIONEER will assist local, state, and federal authorities to prosecute any and all illegal use.

Pioneer does not allow our users to send out unsolicited e-mails, it does not matter if they are being sent to an opt-in list or not. Our servers are setup to handle the normal load of personal and business transactions, not for commercial e-mailing. When our users send mass e-mail it places a tremendous load on the servers and reduces performance for all

other users. I know every user receives a lot of Spam daily and Pioneer does not want to add to this situation. There appears to be several programs available to send out Spam and they come with lists of e-mail addresses. Most of these programs claim the users that are included with the program want to receive Spam, so feel free to mail them. This is a violation of our e-mail policy and can result in account termination. Please note that Spam can be 1 piece of mail or hundreds, quantity does not matter.

**PIONEER WILL NOT AUTOMATICALLY DISCONNECT YOU** after a certain amount of idle time. **IT IS YOUR RESPONSIBILITY TO DISCONNECT** when you are done using the system.

This agreement represents the complete agreement and understanding between Pioneer Internet Connection and the account holder with respect to the subject matter herein, and supersedes any other written or oral agreement.

## High Speed Terms & Conditions

Pioneer does not guarantee the usage of broadband services for any particular requirement.

Customer should realize that download speeds vary upon many conditions. These conditions include, but are not limited to Internet backbone congestion, load upon server being accessed, PC speed and memory available.

Pioneer's installation service is for installation of the customer CPE device (Cable Modem or DSL Modem). Pioneer assumes no responsibility for hardware or software errors that occur as a result of this installation.

If the customer requests connection to more than 1 PC, this is considered a Local Area Network (LAN). This is true even if there are no shared services between the PC's. Pioneer will connect the broadband device to an existing Ethernet hub, however configuration of IP addressing schemes, NAT programming, firewall programming, and co-existence with current applications are the responsibility of the customer. If requested Pioneer can have a network technician work with the customer to determine any possible conflict and assist with configuration issues, however this is a separate charge from the basic installation.

Pioneer will maintain connectivity from the Internet backbone to the high speed internet device. Any concerns or troubles should be reported to our help desk at 620-356-4638. Any problems on the customers Ethernet segment are beyond what our help desk can assist with. These problems may include concentrators, switches, NAT devices, NIC cards, drivers, etc. The customer can contact their Ethernet vendor or Pioneer maintains a consulting team that can assist with these type problem, either on-site or over the phone, a per hour based fee is charged for these services. Please note that these problems can also occur on single PC's connected to the high speed internet device via Ethernet.

Pioneer Internet maintains a help desk that can assist with basic configuration issues, basic

Ethernet connectivity and software configuration. Any problems that occur as a result of customer installed software, operating system upgrades, or reformatting of the customer's computer, cannot be resolved by the help desk. These issues may be resolved by the customer's computer vendor or by Pioneer LAN assistance for a fee. Pioneer LAN assistance is available during normal business hours.

Customer should note that High Speed Internet services are not intended for resale. Usage of bandwidth is limited to the individual or the business location. No sharing, retransmission, donation or resale of bandwidth is permitted in this agreement.

Please contact our office for details on which High Speed Internet Service is best for you!

**620-356-4638 - Open 24 hours**