**Acceptable Use Policy**

Thank you for Choosing ARTELCO and McClint-Ark Internet as your telephone and internet service provider. McClint-Ark Internet is a direct affiliate of Arkansas Telephone Company, Inc. (ARTELCO). While enjoying the provided services be aware that the following terms of service and acceptable use policies apply at all times. This Acceptable Use Policy (AUP) is designed to keep the services provided to you by ARTELCO and McClint-Ark Internet enjoyable and useful for all of our subscribers.

**Telephone Service**

Arkansas Telephone Company (ARTELCO) service is furnished and governed by a General Exchange Tariff submitted to and approved by the Arkansas Public Service Commission. Additional operational Rules and Regulations governing utility services are also promulgated and enforced by the Arkansas Public Service Commission and other regulatory bodies. By the use of the regulated services provided by ARTELCO, customers agree to be bound by these rules and regulations, along with general business policies and procedures of ARTELCO.

Full Copies of the General Exchange Tariff and other utility Rules and Regulations are on file and may be viewed on-line at the Arkansas Public Service Commission web site: <http://www.state.ar.us/psc>.

**Internet Service**

1. **General Terms and Policies** ARTELCO is a private company providing commercial gateway to the Internet. ARTELCO equipment and facilities may be used to send electronic mail, conduct commercial transactions, access bulletin boards, newsgroups and private networks, engage in on-line chat sessions, transfer files, and enjoy all legal aspects of the internet, subject to these Terms and Policies (referred to in this documents as “the Service.”)

This service is provided to authorized persons or organizations (referred to in this document as “Subscribers”). Any use of the service is subject to any restrictions listed below. By using the Service, you agree to be bound by all of these Terms and Policies. If you do not agree to be bound or to adhere to these Terms and Policies, you must cancel your account immediately and may not thereafter use or attempt to use the Service.

ARTELCO grants you a non-exclusive right to access, use and display the internet service on any computers or other electronic broadband devices of which you are a primary user at the service location (911 address) of record. You may not assign, sub-license, transfer, transmit or otherwise share this service with any other service locations (911 address) without the express written consent of McClint-Ark Internet.

1. **High Speed Disclaimer** – Internet service is a “best effort” service. The maximum speeds you achieve will depend on such factors as your computer configuration, your distance from the office, and the speed of the Internet at any given time. Actual throughput speed will vary. Speed and uninterrupted use of the services are not guaranteed.
2. **No Assignment** – The benefits or rights conferred by this agreement are non-transferable and non-assignable. The connectivity provided is expressly limited to you. Resale or use of this connection by another person or persons is prohibited.
3. **Billing and Charges** – For current pricing and charges please contact the business office at (501) 745-2114 or see our web site at [www.artelco.com](http://www.artelco.com). Charges are due on the 22nd of each month and can be found on your Arkansas Telephone Company Invoice. If you fail to pay for the services provided on your account by the 22nd your account may be terminated. The termination of your account does not remove your responsibility to pay all fees incurred up to the date of termination. If ARTELCO incurs any fees or costs in collecting past-due amounts, including costs of legal counsel or a collection bureau, those fees and costs will be added to the amount you owe.

ARTELCO Internet service is only provided to subscribers who have an existing dial-tone line with Arkansas Telephone Company. If a subscriber disconnects their dial-tone the internet service provided will also be disconnected.

1. **Term –** The service is provided to you on a billing date to billing date basis. Arkansas Telephone Company must receive a verbal or written notice of termination (which may be by first class mail or by mail) form you at least 1 working day prior to end of a billing period, (The 21st of each month) or the service will be provided and charged to you for the following billing period.
2. **Violations** – You agree to comply with these Terms and Policies, as well as the applicable rules, regulations and policies of any network, bulletin board, newsgroup, web site or Internet Service Provider accessed through the service. Any violation of these Terms and Policies or other rules, regulations or policies noted above may serve as grounds for suspension or termination of services provided. You agree that Arkansas Telephone Company has the right, with or without notice, to suspend or terminate your account upon the first or subsequent occurrence of any of the following:
   1. Exceeding 1 GB of disk space for your email box. Any email box exceeding 1 GB will have incoming mail bounced until the user removes email form the server.
   2. Using ARTELCO services for illegal purposes, or in support of illegal activities. ARTELCO reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities which are prohibited as potentially illegal include, but are not limited to:
      1. Unauthorized copying of copywritten material including, but not limited to, digitization and distribution of photographs from magazines, books or other copywritten sources, copywritten software, and copywritten videos.
      2. Exporting software or technical information in violation of U.S. export control laws.
      3. Posting or emailing of scams such as ‘make-money-fast’ shcems or ‘pyramid/chain’ letters.
      4. Threatening bodily harm or property damage to individuals or groups.
      5. Making fraudulent offers of products, items, or services originating from your account.
      6. Attempting to access the accounts of others, or attempting to penetrate beyond security measures of our or other systems (referred to as hacking) whether or not the intrusion results in corruption or loss of data.
   3. Harassing others by ‘mail-bombing’. ‘Mail-bombing’ constitutes sending more than ten (10) similar mail messages to the same email address.
   4. Forging any message header, in part or whole, of any electronic transmission, originating or passing through ARTELCO services.
   5. Knowingly distributing viruses to, from, or through ARTELCO systems.
   6. Installation of ‘auto-responders’, ‘cancel-bots’, or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt email use by others.
   7. Engaging in any of the above activities using the service of another provider but channeling such activities through an ARTELCO account or re-mailer, or using an ARTELCO email account as a mail drop for responses.
3. **Liability** –You agree that use of the service is at your own risk. Except for information, products, or services clearly identified as being supplied by ARTELCO, neither ARTELCO or its affiliates controls, provides, operates, or is in any way responsible for any information, products, or services accessible through the service. ARTELCO neither endorses or is responsible for athe accuracy of such material, and you agree the ARTELCO is not responsible for any loss or damage cause by your use of, or reliance on, such material.

You understand and agree that you have sole responsibility for your posting of any material to any site or newsgroup on the Internet, including but not limited to posting to web sites, whether residing on ARTELCO’s equipment or not, postings to newsgroups, and participation in any on-line chat sessions. You agree to indemnify and hold harmless ARTELCO and its officers, directors, employees, and other customers and subscribers from and against any claims, losses, costs, liability, damages, or expenses arising out of your postings.

You agree to be liable for any damages or loss of service which results in damages to ARTELCO as a result of any spamming or other violations of SECTION 6 above. These damages include, but are not limited to, sytem shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. You agree that ARTELCO may pursue any such claims against you in a court of law.

1. **Security** – You agree not to access or attempt to access private areas of the service. You agree to notify ARTELCO as soon as you become aware of an unauthorized use of your account and/or any breach or attempted breach of security on the service.
2. **Intellectual Property** – ARTELCO does not undertake to examine or review messages, files, or other materials which are accessible through, pass through, or reside on the service. If ARTELCO is informed of an alleged copyright or trademark infringement on the service, ARTELCO will attempt to notify the affected subscriber(s) of those allegations and secure a response. ARTELCO may, at its sole discretion, remove on a temporary or permanent basis materials which ARTELCO believes may create, constitute, or contribute to copyright or trademark infringements. You agree not to assert any claims against ARTELCO for any such removal.
3. **Content** – You understand and agree that information and access available through the service may include controversial, sexually explicit, or other materials that may be offensive to you or users for whom you are responsible. ARTELCO has no responsibility for or control over such materials, and you take sole responsibility for using any available screening software or other methods of limiting access (specifically including the access of minors) to any material you may find objectionable.
4. **Privacy** – ARTELCO commits to follow the controlling Federal and State laws respecting subscriber privacy and data access. ARTELCO will not provide names, addresses, telephone numbers, e-mail addresses, or other personally identifiable information on any subscriber to any third party without prior permission form that subscriber or under an appropriate court or administrative directive. ARTELCO may access and use individual subscriber information in the operation of the service and as necessary to protect the service. ARTELCO may provide aggregate date on subscribers to third parties.
5. **Disputes** – You agree that any dispute between you and ARTELCO arising out of your use of the service in any way based upon your subscription to and/or use of the service which cannot be resolved between you and ARTELCO will be submitted by the aggrieved party for binding arbitration under the auspices of the American Arbitration Association. Any demand for arbitration under this Section must be filed with the American Arbitration Association. The arbitration must be held in Clinton, Arkansas, and the arbitrator must be a person with experience in online services operation or law.
6. **Revisions**- ARTELCO reserves the right to modify this policy at any time without prior notice. Notice of modifications to this Policy may be given to subscribers by posting changes by electronic mail, or by conventional mail.

ARTELCO’s Policy will be linked to ARTELCO’s homepage at www.artelco.com.