

WESTELCOM INTERNET DIAL-UP ACCESS - TERMS AND CONDITIONS

Westelcom Internet access may include:

Flat rate Internet access, e-mail (to enable you to send and receive e-mail correspondence), web hosting or other Internet connectivity services. Westelcom Internet provides access speeds up to 56Kbps (kilobytes per second) – individual connect speeds may vary due to your modem's capacity, phone line clarity, or telephone switching conditions, equipment or lines.

Telephone Calling Area

It is your responsibility to contact your local telephone company to determine if use of a particular Westelcom Internet dial up number will cause you to incur long distance toll charges. Westelcom Internet is not responsible for paying any long distance or toll charges incurred by you through your use of your Westelcom Internet account.

Log on to http://help.westelcom.com/general/access_numbers.asp to see a list of Westelcom's access numbers.

Technical Support

Effective April 1, 2005, our Technical Support Center hours will be 7 days a week from 6 a.m.-Midnight. Business support on-call services are available 24 hours a day.

Access to Westelcom Internet Dial-Up Internet Services is provided subject to the following:

1. Westelcom Internet exercises no control over the content of the information passing through its networks.
2. Westelcom Internet makes no warranties of any kind, whether expressed or implied, for the service it is providing. Westelcom Internet also disclaims any warranty of merchantability or fitness for a particular purpose. Westelcom Internet will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by your own negligence or your errors or omissions, or due to inadvertent release or disclosure of information sent by you. Westelcom Internet is not responsible for your personal files residing on Westelcom Internet Servers.
3. Westelcom Internet Services and all other services provided may only be used for lawful purposes. Transmission or storage of any information, data, or material in violation of any US Federal or state regulation or law is prohibited. This includes, but is not limited to: copyrighted material, material legally judged threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Westelcom Internet from any claims resulting from your use of the service that damages you or another party or parties.
4. Any access to other networks connected to the Westelcom Internet Service must comply with the rules for that other network.
5. Use of any information obtained via the Westelcom Internet Service is at your own risk. Westelcom Internet specifically denies any responsibility for the accuracy or quality of information obtained through its services.
6. The right to use the Westelcom Internet Service is not transferable. Westelcom Internet allows users unlimited intermittent access to the Internet. "Intermittent" access means you can dial up as often as required, but you may not deliberately keep a connection open if it is not actually in use by a person. **You can not use more than one login session per account at any time.** If you have multiple accounts, you are limited to one login session per account at any time.
7. You certify you are at least 18 years of age. Minors must have parents or legal guardians sign an account application.
8. Westelcom Internet reserves the right to suspend, restrict, or terminate your access to Westelcom Internet Service for any reason, including in particular if your use of Westelcom Internet causes or is likely to cause the whole or part of the Westelcom Internet Service to be interrupted, damaged, rendered less efficient or in any way impaired.
9. Westelcom Internet reserves the right to change prices and institute new fees. Westelcom Internet will announce price changes at www.westelcom.com , or via e-mail or conventional mail at least 30 days before change occurs.
10. Billing begins the day your account is created (usually the same day you submit a completed Application). You are responsible for paying for your account, regardless of how much you use it, until the account is terminated. Credit Cards (Visa, MasterCard, American Express, or Discover) are the preferred payment method for individual accounts. Credit cards are billed monthly or annually, and in some cases bi-monthly. Should Westelcom Internet encounter difficulty billing a credit card, Westelcom Internet may deny access to the account without notice until the problem is resolved. For individual subscribers who do not wish to pay with a credit card, payment in advance is required. If you elect our annual pre-payment plan, your account will automatically be billed again for the full year at the end of that 12-month period. The subscriber must notify Westelcom to cancel their service.

11. For accounts with approved credit with Westelcom Internet, payment is due upon receipt of invoice. Accounts are in default if payment is not received prior to service renewal date. If your payment is returned by your bank to Westelcom Internet you are immediately in default and subject to a returned check charge of \$20 plus any bank charges. Accounts unpaid prior to the date of renewal will be disconnected. Such disconnection does not relieve you from the obligation to pay the monthly account charge. Only a written request to terminate your service relieves you of your obligation to pay the monthly account charge. Accounts in default are subject to an interest charge of 1.5% per month. If you default, you agree to pay Westelcom Internet its reasonable expenses, including attorney and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. An act of default accelerates payments to be due immediately, as credit is no longer being extended. If your account is disconnected for non-payment or for violations of any terms and conditions, you will be required to pay for monthly service in advance.
12. Westelcom Internet requires 30 days notification prior to disconnect. Partial month refunds will not be issued. The rate for refunds for annual paid service will be set at \$16.95/month. All other refunds for prepaid service, in excess of 30 days, will be refunded at the rate of signup.
13. All refund amounts not applied to a credit card will include a \$10 check processing fee.
14. Westelcom Internet has the right to delete all data, files or other information that is stored in your account if your account is terminated for any reason by you or Westelcom Internet.
15. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Westelcom Internet reserves the right to change rates and otherwise modify these Terms and Conditions by notifying you 30 days in advance of the effective date of the change.
16. User identification and email addresses can be selected by the subscriber (or can be generated by Westelcom). An initial password will be provided. Password change charges may apply.
17. The resale of Westelcom's Internet Service or any other associated services by any and all means is strictly prohibited unless approved in advance in writing by Westelcom.
18. Westelcom Internet is not responsible for any down time or service interruptions due to telephone line conditions, computer or modem difficulties. As a Westelcom Internet user you, the subscriber, are responsible for checking your Westelcom email for any service notification from Westelcom.
19. Use of Westelcom Internet Services constitutes acceptance of these Terms and Conditions.
20. Westelcom reserves the right to disconnect an active session after 20 minutes of inactivity. "Unlimited hours of access" is defined as the ability to dial-in for access at any time. It does not constitute full-time dedicated access.
21. Disputes must be received no later than 30 days from the bill date.
22. Reconnect charges and service delays may apply to disconnected services.