YELCOT INTERNET ACCEPTABLE USE AND TERMS OF SERVICE

Any Yelcot Internet Affiliate will hereafter be referred to as YELCOT/we/our, and any customer will hereafter be referred to as Subscriber/Customer/you/your. Acceptable use and terms of service, including any additional terms and conditions referred to herein, may hereafter be referred to as the Policy or Agreement.

1. Introduction

1.1

Thank you for choosing YELCOT as your Internet Service Provider. The Agreement governs your use of any YELCOT Internet service, including but not limited to Internet access, e-mail, newsgroups and web space. YELCOT is dedicated to providing the best service available that is a useful and pleasant experience to all of our subscribers. In this dedication, we encourage "netiquette" and "network friendly" practices while using our Internet services. We reserve the right, as YELCOT, in our sole discretion, to curtail activity that is not in accordance with the Policy of acceptable use.

1.2

The Policy is not intended as an exhaustive list of all prohibited acts, but as a guide to acceptable use of our Internet services. Additional terms and conditions of use applicable to specific areas of YELCOT service may be posted www.yelcot.comand, together with the Policy, will govern your use of such services. YELCOT reserves the right, at its discretion, to change or modify all or any part of the Policy at any time, effective immediately upon notice published on our service. Your use of YELCOT service constitutes your binding acceptance of the Agreement, and any subsequent revision or amendment. If at any time the terms of the Agreement are no longer acceptable to you, you should immediately cease all use of the service.

2. Account Use

2.1

Your YELCOT account is only to be used in accordance with the service plan to which you are subscribed and may only be used for legal purposes.

2.2

Eligibility of Individuals: If you are an individual, to obtain services with YELCOT, you must be eighteen years or older. You must register using your own name. If you should use a credit card or bankaccount for payment, said account must be issued in your name. If said account is not issued in your name, you must provide written consent from the credit card or bank account holder for authorized use of the account.

2.3

YELCOT provides 5mb of web server space at no additional charge with all access accounts. This space is for personal content only. Commercial content is not permitted within this space. We reserve the right to determine use as for commercial purposes whenever the space is used to promote or market business products or services. For those who wish to maintain web sites containing commercial content, YELCOT offers a variety of Web Site Solutions.

2.4

Subscribers are wholly responsible for any and all activities that occur under your account. You should not provide your username and password for use by other than authorized account holders. Customer premise equipment, including routers and switches should be password protected to prevent unauthorized use.

2.5

Reselling any YELCOT service, in whole or in part, is prohibited and will result in the immediate termination of the subscriber account.

2.6

Falsifying e-mail addresses or any header information when using any service offered by YELCOT is strictly prohibited. This includes, but is not limited to, e-mail, newsgroups, Internet telephony, IRC channels, and video conferencing.

2.7

Subscriber agrees to comply with any copyright notices, information, or restrictions contained in any content available on or accessed through the service. All access to other networks or service providers through YELCOT must comply with the rules appropriate to said other network or service providers.

2.8

The Internet/World Wide Web may harbor certain viruses, software bugs, adware, spyware or malicious code (a "Virus") which may, if not eliminated, damage or destroy all or part of the data contained in your computer. YELCOT is not responsible for any damage a Virus may cause. Subscriber agrees to provide your own hardware/software protection from any such Virus. Furthermore, Subscriber agrees not to knowingly or unknowingly introduce or propagate any Virus onto the Internet/World Wide Web or YELCOT Internet's hosts.

2.9

Subscriber is prohibited from utilizing any YELCOT resource, in part or whole to compromise or attempt to compromise the security or otherwise tamper with system resources or Subscriber accounts within the YELCOT system or within any outside system or network. Use or propagation of tools designed to compromise security is strictly prohibited. YELCOT reserves the right, at its sole discretion, to release information regarding violations of system security to outside system administrators, if such information will aid said administrators in resolving a security incident. YELCOT will also cooperate to the fullest extent with law enforcement personnel.

2.10

Copyright Infringement/Repeat Infringer Policy. YELCOT respects the intellectual property rights of third parties. Accordingly, you may not store any material or use YELCOT Internet's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, YELCOT may suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. These policies are in addition to and do not affect or modify any other rights YELCOT may have under law or contract.

2.11

YELCOT does not warranty actual transmission speed. Advertised package speeds are maximum attainable connection rates and may be impacted by numerous factors, including but not limited to: conditions on the Internet at large, physical distance from telephone company equipment, and/or line condition. Subscriber Internet experience may also be negatively impacted by, among other things, customer premise equipment; inside wiring, personal network, computer, cabling and/or physical connections

2.12

YELCOT reserves the right, at its sole discretion, to restrict, suspend or terminate access to all or any part of the service, at any time or any reason without prior notice or liability. YELCOT may change, suspend or discontinue all or any aspect of the service at any time, including the availability of any feature, database or content, without prior notice or liability.

3. Privacy

3.1

It is YELCOT Internet's policy to respect the privacy of its subscribers. YELCOT will not monitor, edit or disclose the contents of a Subscriber's account or private communications unless required to do so by law or in the good faith belief that such action is necessary to conform to the edicts of the law or comply with legal processes; or to protect and defend the rights or property of YELCOT; or act under exigent circumstances to protect the personal safety of its subscribers or the public. For further information regarding YELCOT's use of customer information, see YELCOT's Privacy Policy.

3.2

Subscriber agrees that YELCOT neither endorses nor assumes responsibility for any Subscriber communications, including communications which may be threatening, libelous, obscene, harassing or offensive, or any infringement of third party intellectual property rights arising from or any crime facilitated thereby.

3.3

Subscriber acknowledges and agrees that technical processing of e-mail messages and their content may be required to: send and receive messages; conform to connection networks' technical requirements; conform to the limitations of the service; or conform to other requirements

3.4

Subscriber acknowledges responsibility for the protection of your own data. You are advised that the Internet is not a secure system, and information can often be viewed by third parties. When relaying confidential information, subscriber is advised to take steps to ensure that the information is protected using encryption technology.

3.5
YELCOT does not assume responsibility for data stored in our facilities. Customers wishing to safeguard their data should make back-ups and place them in secure storage. Back-ups that are stored in YELCOT facilities could be subject to seizure by law.

4. E-Mail/Usenet NewsGoups

4.1
YELCOT will not tolerate the use of our network or any resources for spamming or other abusive behavior. YELCOT will investigate all complaints regarding e-mail/Usenet posts and may, in its sole discretion, take appropriate action. We may terminate an account at any time, without warning, for abuse of our Spam policy. Mail will not be forwarded for accounts which are terminated for abuse of the Spam policy.

4.2
YELCOT spam policy is as follows:

- Spam is defined as any unsolicited mail sent to any user, whether the recipient is a YELCOT subscriber or not.
- Upon receiving a request to cease mailing to a user, Subscriber must cease the activity immediately.
- Unsolicited advertising mailings, whether commercial or informational are strictly prohibited. YELCOT Subscribers may send advertising material only to addresses which have requested it.
- Subscribers may not send, propagate or reply to mailbombs. A mailbomb is defined as e-mailing copies of a single message (or similar messages) to many addresses or mailing large or multiply messages to a single user with malicious intent.
- YELCOT reserves the right to, on its sole discretion, shut down a mailbox which is the target of mailbomb which is affecting the Service's resources.
- YELCOT may restrict the size of individual messages.
- Subscribers may not post 10 or more similar messages to a Usenet or other newsgroups, forums, e-mail mailing list, or other similar group.
- Subscribers must obey the Charter or other owner-published FAQ of a Usenet or other newsgroups, forums, e-mail mailing list, or other similar group; this prohibits the post of any off-topic message to a Usenet or other newsgroups, forums, e-mail mailing list, or other similar group.

4.3
Subscribers are not permitted to channel any activities or content which may be considered abusive or otherwise prohibited through an YELCOT account, mail server or any YELCOT service or using YELCOT as a maildrop for responses or otherwise using the services of another provider for the purpose of facilitating the above mentioned activities.

5. Payment

5.1
YELCOT will bill for service as agreed upon. Subscriber will remit to YELCOT all charges related to your service with YELCOT.

5.2
If payment in full is not received within 30 calendar days of the original billing date, the account will be considered in default and may be terminated. If an account is terminated, a reconnection fee will be assessed to the account.
If the user's telephone dial-tone service is suspended or disconnected for nonpayment, DSL access shall be suspended and the account will be subject to the reconnection fees.

5.3
Unless otherwise agreed upon by YELCOT, Subscriber shall be responsible for all outstanding charges for service rendered and shall be responsible for all unpaid charges up to and including, the end of the 30 day billing cycle within which termination occurs, without pro-ration of such charges.

5.4
YELCOT invokes a returned check charge of $25.00 for any check or automatic debit that is returned unpaid for any reason.

5.5
YELCOT reserves the right to change the rates by notifying the subscriber 10 days in advance of the effective date of the change. If upon notification, if you do not request termination of your service, consent to the new terms will be implied.

5.6
YELCOT offers local dial-up Internet access in specified telephone exchanges. Subscriber shall be responsible for any long-distance charges resulting from said access.

6. Lawful Purpose

6.1
Responsibility. Subscriber assumes total responsibility and risk for use of the service. YELCOT and any third parties who contribute to the service are not responsible for any loss, damage, lost profit or cost (including consequential damages) you or anyone who might use your account may incur due to use or inability to use the service. Subscriber expressly agrees that the entire risk as to the quality and performance of the service and the accuracy or completeness of the content is assumed solely by you.

6.2
Warrantees. YELCOT and third parties who contribute to the service make no express or implied warranties, including but not limited to: warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose, representations, endorsements regarding the service, the software or any third party material available through the service. SPECIFICALLY, THE WARRANTIES FOR MERCHANTIBLITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. Neither YELCOT nor any third party who contributes to the service warrants that any files available for downloading through the service will be free of viruses or similar contamination or destructive features. Additionally, the service is provided on an "as is" basis; we do not warrant that the service will be uninterrupted or error-free, or that defects will be corrected.

6.3
Indemnity. Subscriber agrees to defend, indemnify, and hold harmless YELCOT, its officers, employees and third parties who contribute to the service, to the full extent permitted by law from and against claims of liable, slander, or infringement of copyright from the material in any form, posted or disseminated over its facilities by Subscriber or those using Subscriber's equipment; against claims for infringement of patents arising from combining or using apparatus or systems of Customer with facilities of YELCOT or any communications carrier; and against all other claims including, buy not limited to claims of any loss, damage, or cost (including attorneys fees) resulting from Subscriber's violation of this agreement or any activity related to Subscriber account.

6.4
Miscellaneous. This Agreement, in whole or in part shall be governed by, construed and enforced in accordance with the laws of the State of Arkansas, and the parties irrevocably consent to bring any action to enforce this Agreement within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. If any inconsistency exists between the terms of this agreement and any additional terms and conditions posted by YELCOT, such terms will be interpreted as to eliminate any inconsistency, if possible, and otherwise, the additional terms and conditions shall control.

6.5
Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFITS, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR IN TORT, AND FURTHER INCLUDING INJURY TO PROPERTY IN CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE, , AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, INCLUDING ANY FAILURE OF PERFORMANCE, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. NOTWITHSTANDING, NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR ANY AMOUNTS OWED FOR THE SERVICES OR ANY EQUIPMENT OR SOFTWARE PROVIDED BY YELCOT OR FOR EARLY TERMINATION CHARGES