



*Barbourville
Utility Commission*

Internet Subscriber and Service Agreement

Computer Requirements

Minimum requirements Cable Modem:

PC running Windows XP, Vista, or Windows 7 with an ethernet card installed and working with 512 Mb of RAM for XP, 1 GB of RAM for Vista, and 2 GB of RAM for Windows 7.

Preferred Hardware, Cable Modem:

PC running Windows XP or Vista with an ethernet card installed and 1GB of RAM for XP, 2GB of RAM for Vista, and 6 GB of RAM for Windows 7.

Minimum requirements Dial -Up:

PC running Windows XP, Vista, or Windows 7 with a 56 kbps phone modem with 256Mb of RAM for XP, 2 GB of RAM for Vista, and 3GB of RAM for Windows 7.

Preferred Hardware Dial-Up:

PC running Windows XP, Vista, or Windows 7 with a 56Kbps modem with 512Mb of RAM for XP, 2 Gb of RAM for Vista, and 4 GB of RAM for Windows 7.

Other Hardware:

Apple Macintosh computers are welcome to use our service as we do provide support for the Macintosh platform at this time.

Software Requirements:

Computer **MUST HAVE ANTIVIRUS SOFTWARE INSTALLED AND UPDATED!**

Notices and Warnings

THE INTERNET IS AN UNCENSORED UNREGULATED SERVICE. DUE TO THIS FACT, THERE MAY BE MATERIAL AVAILABLE THAT YOU MAY FIND OBJECTIONABLE OR UNSUITABLE FOR CHILDREN. Due to this fact, only person's eighteen (18) years old and older may sign up for Internet Service.

If you need assistance in blocking access to certain Internet Sites, there are software packages available, please contact [Barbourville On-Line](#) for a list of software titles.

Acceptable Use Policy

The Main purpose of the [Barbourville On-Line](#) Service is to facilitate communication with the numerous computer networks that make up the "Internet". It is the Barbourville Utility Commissions intention to allow [Barbourville On-Line](#) users complete access to everything the Internet has to offer with minimal or no interference.

Although the Internet as a whole offers much independence and autonomy for those who use it, many individual networks or portions of the Internet have specific guidelines for use. As the Internet expands, it is increasingly common for an Internet Service Provider, such as [Barbourville On-Line](#), to be blocked from use of another organization's system due to repeated misuses of that system's resources. Because [Barbourville On-Line](#) runs a multi-user system, actions of one [BOL](#) customer may have a severe impact on other customers' ability to use system(s). *This is unfair to [BOL](#) all users.*

Because of this fact, [BOL](#) has developed these Acceptable Use Policies. They are intended to provide a guide to [BOL](#)'s views on what constitutes inappropriate use of [BOL](#)'s access to the Internet and to inform [BOL](#)'s customers of what actions [BOL](#) may take, with or without notice, in the event that [BOL](#) becomes aware of inappropriate use of [BOL](#)'s service. They will be used to help [BOL](#)'s staff deal with complaints from users of [BOL](#) or other Internet-connected systems, and to determine when action must be taken. **It is expected that all [BOL](#) Customers will follow the policies set forth herein.**

Protection of [Barbourville On-Line](#)'s technical resources and [BOL](#)'s ability to continue to provide high quality service to its customers, compliance with existing laws and regulations, and the protection of [BOL](#)'s reputation as a service provider are all contributing factors to the policies outlined below.

- **ACCESS TO [BOL](#)'S INTERNET SERVICE IS PROVIDED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

- **1. Warranties/Disclaimer:**

BOL Internet service is provided on an “as is, as available” basis. Package speeds are based on maximum connection speeds, not a sustained, minimum speed. No warranties, express or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to **BOL** or any information or software therein. You release **BOL** from and **BOL** shall have no liability or responsibility for any direct, indirect, incidental or consequential damages suffered by you in connection with your use of or inability to use the **BOL** services including, but not limited to, damages from loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions, or due to inadvertent release or disclosure of information sent by you even if the same is caused by **BOL**'s own negligence. Without limiting the generality of the foregoing, **BOL** disclaims to the full extent permitted by applicable law any responsibility for (and under no circumstances shall be liable for) any conduct, content, goods and services available on or through the Internet or the **BOL** service. In no event shall **BOL**'s aggregate liability exceed the amount paid by you to **BOL** for the **BOL** services. Use of any information obtained via **BOL**'s Internet service is at the user's own risk. **BOL** specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
- **1.1 Changes To The Agreement:**

BOL reserve the right to amend, alter, or modify this Agreement or any Service Guide at any time and in any manner. Any amendment, alteration, or modification (referred to collectively as "changes") will be posted on **BOL**'s website www.barbourville.com.
- **2. Security:**

The Customer is responsible for all use of Customer's account(s) and confidentiality of password(s), including choosing safe passwords and ensuring file protections are set correctly. **BOL** will suspend access or change access to Customer's account(s) immediately upon notification by Customer that Customer's password has been lost, stolen or otherwise compromised. **BOL** is not liable for any usage and or charges prior to **BOL** making the necessary account alteration. Electronic Mail on this system is as private as we can make it. **BOL**'s Customers are reminded that no computer system can be considered safe from intrusion. Email may pass through many computer systems, and should not be considered a secure means of communication unless encrypted, and even encrypted information is only as secure as the encryption method utilized.
- **3. Personal Files:**

BOL is not responsible for customer's personal emails residing on **BOL**. The customer is responsible for independent backup of customer's email that is stored on **BOL**'s mail server. **BOL** reserves the right to delete a customer's personal emails after one or both parties terminate the service agreement between **BOL** and a customer.
- **4. Non-Transferability of Account:**

The right to use **BOL**'s Internet Service is not transferable. Use of **BOL** accounts is expressly limited to the individual or business whose name appears on the account and dependents of the account holder living at the same address. A Customer may use no more than one log-in session per account at any time. If a Customer has multiple

accounts, the Customer is limited to one log-in session per account at any time.

- **5. Network Address Ownership:**

Any network address assignment issued by BOL (i.e., Class C address space) is the property of BOL and is considered to be loaned to its customers. In the event service with BOL is discontinued for any reason, such addresses will revert to BOL.

- **6. Compliance with all Laws:**

Customer agrees to use the service in a manner consistent with any and all applicable laws and regulations. Reproduction or transmission of any material in violation of any local, state, U.S., or international law or regulation is prohibited. Customer agrees that any material to be reproduced, or transmitted on BOL's service through Customer's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, libelous or threatening. Software intended to facilitate any such violations or infringements may not be stored on BOL. Customer shall defend, indemnify and hold harmless BOL from and against any claims, liabilities and expenses, including attorneys fees, resulting from Customer's use of the BOL service or Customer's account in an unlawful manner or otherwise in violation of or contrary to Customer's Agreement with BOL or BOL's Acceptable Use Policies. At BOL's discretion, BOL may revoke Customer's access to BOL services or accounts for inappropriate usage.

- **7. Unacceptable Conduct:**

The following types of conduct are grounds for immediate suspension of service pending investigation by BOL and may result in termination of the account(s) the investigation determines to have originated or transmitted these types of traffic. In addition, BOL reserves the right, where feasible, to implement technical mechanisms which block multiple postings by a BOL Customer as described in (a) and (b) below before such postings are forwarded:

(a) Posting a single article or substantially similar articles to an excessive number of news groups (i.e., more than 20) or continued posting of articles which are off-topic (e.g., off-topic according to the news group charter or the article provokes complaints from the regular readers of the news group for being off-topic).

(b) Sending unsolicited mass emailings (i.e., to more than 25 users) which provoke complaints from the recipients.

(c) Engaging in either (a) or (b) from a provider other than BOL and using an account on BOL as a mail drop for responses, or to draw attention to a web site hosted within BOL's networks.

(d) Continued harassment of other individuals on the Internet after being asked to stop by those individuals and by BOL.

(e) Mail bombing, i.e., sending large volumes of unsolicited e-mail to individuals or to

individual business accounts.

(f) Impersonating another user or otherwise falsifying one's user name in email, Usenet postings, on Internet Relay Chat (IRC), or with any other Internet Service. (This does not preclude the use of nicknames in IRC or the use of anonymous remailer services.)

(g) Privacy violations: Attempts, whether successful or not, to gain access to any other system or users' private data without express consent of the user.

(h) Use of IRC bots or clonebots on **BOL**, whether on IRC servers controlled by **BOL** or by other parties. An IRC bot is a program which runs and is connected to an IRC server 24 hours a day, automatically performing certain actions.

(I) Network unfriendly activity: Attempts to interfere with the regular workings of **BOL**'s systems or network connections or which adversely affect the ability of other people or systems to use **BOL** services or the Internet, including but not limited to:

1. any unauthorized attempts by a user to gain root access or access to any account not belonging to that user on this or any other **BOL** system;
2. any use of this or any other **BOL** system as a staging ground to disable other systems.

(j) You will not **Post or Transmit any Unlawful, Obscene, or Pornographic information of any kind**, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

(k) **Post or Transmit** any information or software which contains a Virus, Worm, Cancelbot, or other harmful component;

- **8. Right to Disconnect Non-Dedicated Accounts:**

BOL unlimited interactive usage dial-up connections are not intended to be full-time dedicated connections and will be disconnected after 15 minutes of inactivity. Customer agrees not to use any automatic method to avoid disconnection, to keep the connection active only when the Customer is actively using it, and not to provide public information services over the connection. **BOL** reserves the right to impose a restriction on accounts it deems to be in violation of these conditions.

- **9. Excess Utilization of System or Network Resources:**

BOL account descriptions in some cases may specify limits on bandwidth, CPU and disk utilization for certain types of Customers, and use up to these limits is included in the price for that type of Customer. In the event **BOL** determines that a Customer is exceeding the bandwidth, CPU and/or disk utilization limits, the Customer will be

notified by e-mail. If the excess use continues for more than 48 hours after such notification, the Customer may be requested to upgrade to a different service agreement or to modify the activity creating the excess use. If excessive bandwidth, CPU or disk utilization is determined by BOL to adversely affect BOL's ability to provide service for all customers, immediate action may be taken to alleviate the problem. In such event, the Customer will be notified by e-mail as soon as practicable.

- **10. Compliance with Rules of Other Networks:**

Any access to other networks connected to BOL's Internet service must comply with the rules for that other network as well as with BOL's rules.

- **11. Monitoring/Privacy:**

BOL reserves the right to monitor any and all communications through or with BOL facilities. Customer agrees that BOL is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for BOL employees to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. BOL also reserves the right to access a Customer's mailbox or other files stored on BOL systems to resolve system problems or mail system errors.

- **12. Cooperation with Authorities:**

BOL reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

(a) Due to the increase in claims of infringement against copyrighted material, BOL has implemented a procedure to accommodate the requests of the copyright owners.

If BOL receives notification of an illegal download, upload, or file share of copyrighted material, including but not limited to movies, books, songs, or software, from the copyright owner(s) the following will result. As a first offense there will be a notification through mailings, telephone calls, emails, or house visits to make the customer aware of the infringement. A second offense will result in termination of services by BOL with a second notification in the same manner as the first notification from the first infringement. After being disconnected, the customer can be reconnected if they bring in a signed letter by a professional computer repair shop stating the claimed infringement is no longer on the computer. After being reconnected, any claims of infringement against that customer thereafter will result in a permanent termination of internet service from BOL.

- **13. Confidentiality of Personal Subscriber Information:**

BOL will not release a Customer's personal subscriber information, nor a Customer's billing information, to a third party except upon presentation of a valid court order of a government or entity within our jurisdiction. Customer agrees that BOL's judgement as to the validity of any court order of subpoena shall be considered proper and final.

- **14. BOL's Right to Suspend or Cancel Account:**
 BOL reserves the right to suspend or cancel service to a Customer at any time and without notice, for any reason, including, but not limited to, refusal or failure to pay for services provided or by sole judgement of BOL that the Customer may be performing activities harmful to BOL or its Customers, employees, vendors, business relationships or any other users of the Internet. If an account is suspended because of a virus or worm infection, then the account will only be reinstated after the customer provides to BOL a signed statement from the person who has repaired the computer.

- **15. Right to Damages:**
 BOL reserves the right to collect damages (software, hardware and man hours) if any harm is done to BOL which requires repair or reconfiguration of any kind.

- **16. Other Remedies/Non-Waiver:**
 Nothing contained in these policies shall be construed to limit action BOL may take or remedies available to BOL in any way with respect to any of the describe conduct. BOL reserves the right to take any additional actions BOL may consider appropriate with respect to such conduct, including without limitation taking action to recover costs expenses of identifying offenders and removing them from the BOL service, and levying cancellation charges to cover BOL's costs and expenses of identifying offenders and removing them from the BOL service, and levying cancellation charges to cover BOL's costs in the event of disconnection of dedicated access for the caused outlined above. In addition, BOL reserves at all times all rights and remedies available to BOL with respect to such conduct at law or in equity. Non-enforcement of any policy or rule herein does not constitute consent or waiver, and BOL reserves the right to enforce such policy or rule at its sole discretion.

- **17. BOL Right to Change Service/Fees:**
 BOL reserves the right to change without notice the BOL service, including, but not limited to, access procedures, of operation, menu structures, commands, documentation, vendors and services offered. BOL reserves the right to change our fees at any time, pursuant to Section 1.1 of this Agreement. BOL may also add or modify certain services relating to the Internet and/or the World Wide Web and charge additional or different fees for providing those new and/or modified services, all pursuant to Section 1.1 of this Agreement.

- **18. BOL's Right to Modify its Acceptable Use Policies:**
 BOL may modify its Acceptable Use Policies upon notice published online via BOL. Customer's use of BOL services after such notice shall constitute Customer's acceptance of the modifications to these policies.

- **18. BOL's Installation Limitations:**
 BOL will provide internet access for the subscribing customer and validate such access by connecting a computer on site directly to the modem and demonstrating internet

activity. **BOL** is not responsible for individual networks behind a customer's modem, but only for the internet access provided by the modem. No support is guaranteed for routers, firewalls, switches, or hubs connected to a customer's modem because they are personal property of the customer, not property or obligation to **BOL**.

Equipment Policy

BOL customer's can choose to either own their own cable modem or can rent it.

- If the customer choose's to own the cable modem, then all repair and replacement costs shall be the responsibility of the customer. If the cable modem is purchased from BOL, then the cable modem will have a 60 day warranty.
- If the customer choose's to rent the cable modem, then all repair and replacement costs shall be the responsibility of BOL. With the following exceptions: Theft of equipment, willful destruction of equipment or other conditions as determined by BOL.

Service Agreement

I hereby agree to the terms set forth above and agree to abide by the rules and regulations of the Barbourville Utilities concerning payment of services rendered. I understand that I am responsible for the way that my account is used and that any abuse of my account will result in immediate termination of said account.

I also agree to allow the Barbourville Utilities representative to work on my computer in order to set up the Barbourville On-Line Service. I will hold the Barbourville Utilities and or it's authorized representatives harmless for any damage to the computer or loss of data as a result of their work.

By: _____

Date: _____

Printed Name: _____

Barbourville On-Line

Sign-Up Form

Install Date: ___/___/_____

Date: ___/___/_____

Name: _____

Directions: _____

Account Number: _____

Login Name that you wish to use: _____

E-Mail Name: _____@barbourville.com

Password that you want to use: _____

Home phone number: _____ - _____ - _____

Computer type: ___PC ___MAC

Operating System: ___XP ___Vista ___Windows 7 ___Other

Service Type: ___ONT ___Cable Modem ___Dedicated

Service Class: ___Residential ___Commercial

Cable Modem Service Type: ___1MB ___3MB ___6MB ___12MB

Cable Modem Options: ___Lease ___Purchase

If you experience problems or have trouble connecting to our service, please phone us at 545-9206. If it's after 5pm call 546-3189 they will contact an Internet person to help you with the problem.