



WMTel Internet Services

Acceptable Use Policy

1. These services are provided by Woolstock Mutual Telephone, 227 W. Herman St., Woolstock, Iowa.
2. Each WMTel account has a password that is the key to gain access to the account. The customer who registered the account is solely responsible for all actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure that WMTel Internet Terms and Conditions are honored. WMTel will hold the account owner responsible for any violations of the terms and conditions.
3. Sites directly attached to the WMTel Internet backbone are expected to adhere to the WMTel Internet Terms and Conditions. The individual who signed the contract is responsible for educating site users on the terms and conditions. Violations of the Terms and Conditions by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the terms and conditions.
4. WMTel Internet enforces these policies with respect to the WMTel internet customer only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.
5. Customers are prohibited from transmitting on or through any of WMTel's services, any material that is, in WMTel Internet's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
6. WMTel Internet services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material from its servers.
7. New customers signing up for WMTel Internet must be 18 years or older in order to start an account.
8. The customer is responsible for keeping his billing data with WMTel Internet up-to-date and accurate. Furnishing false data on the sign-up form or contract, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
9. All charges will be billed at the beginning of each month with a due date of the 15th of that month. If for any reason your account balance becomes overdue, your service may be discontinued. An additional registration fee as well as full payment on your account will be required to re-establish service. If your WMTel account is discontinued for any reason, WMTel assumes no responsibility for recovery of your data from the WMTel computer system.
10. WMTel makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by WMTel, WMTel makes no attempt to verify accurate receipt of any message and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries or service interruptions, including those caused by the negligence, errors, or omissions of WMTel, nor for consequential damages regardless of their cause.
11. Customers may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks.
12. Customer may not attempt to interfere with service to any user, host, or network. This includes, but is not limited to, deliberate attempts to overload a service and attempts to crash a host.
13. Customers may not use any kind of program, script, command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
14. Users who violate systems or network security may incur criminal or civil liability. WMTel Internet will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
15. Harassment, whether through language frequency or size of message is prohibited.
16. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
17. Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
18. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
19. Malicious email, including but not limited to, flooding a user or site with very large or numerous pieces of email is prohibited.
20. Forging of header information is not permitted.
21. Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited.
22. Distribution of materials, which violate local, state, or federal statutes is prohibited.
23. Customer agrees to comply with the terms governing use of the WMTel network as set forth in WMTel "Terms and Conditions" as they may change from time to time. Any changes to the terms governing use of the WMTel Network will be posted as warranted on the WMTel computer system.
24. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa.
25. Either party may terminate this agreement at any given time by giving written notice. Such notice is effective when given customer is obligated to pay for service through the termination date as detailed on the final invoice.
26. By accessing and using the WMTel computer system, user is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of or access to this computer system may subject users to criminal prosecution and penalties. User agrees to indemnify WMTel against liability for any and all use of user's account.
27. The customer cannot resell, distribute or share WMTel Internet service in any form. To do so, will result in termination and prosecution. The customer will be required to forfeit any earnings plus interest.
28. WMTel Internet reserves the right to restrict or terminate service without refund in the event of a terms and conditions violation. WMTel Internet also reserves the right to take action on abuse which is not specifically named in this terms and conditions at the sole discretion of WMTel Internet. Use of WMTel Internet's systems and network constitutes understanding and agreement of this policy.
29. WMTel owns and maintains the equipment necessary to receive and transmit the Internet Service. Customers are responsible for the antenna support structure, which does become the customer's responsibility to remove if service is discontinued. The customer is also responsible for coax cable, lightning, wind damage, vandalism, and theft. A Poly Phaser for lightning protection is included during installation. If it needs to be replaced, it will be the customer's responsibility.
30. The customer, upon execution of this form, acknowledges that in the event of default, (seasonal or hard disconnect, payment delinquency) a fee to cover the cost of equipment will be charged to the customer's credit card. If the customer does not submit payment within the timeframe allowed by the WMTel.net billings statement, the customer will be reported to credit agencies as determined by WMTel. Additionally, the customer authorizes WMTel to investigate the financial responsibility and credit worthiness (including, without limitation, acquiring credit reports and histories). Any claim, for which the customer's signature is missing, will be rejected.
31. The customer assumes all liability, personal and property damage in association with equipment installed by WMTel. In the event that digging, trenching, or plowing is required for installing wireless internet, the customer assumes all liability and costs related to locates and damages that might occur from un-located underground structures.