



General Use Policy

1. A POVN account is an arrangement between POVN and its subscriber's that allows its subscriber's access to the Internet and use of other POVN services via POVN's systems. POVN accounts and the provisions of this agreement are nontransferable.
2. The subscriber agrees to pay in advance, the fee being charged by POVN at the time of service for a minimum of one month, due at the start of service. Charges commence on the date of activation and continue until such time as the subscriber notifies POVN to discontinue service, and are nonrefundable. Nonuse of the system shall not be considered grounds for refund.
3. Partial month's services will not be refunded regardless of reason.
4. POVN has committed to its sub-contractors for semiannual and annual prepaid accounts. Thus, early cancellation of a semiannual or annual account is not subject to refund.
5. Subscriber agrees to be responsible for all charges arising from the use of the account, including, but not limited to, enhanced service charges, charges incurred by an account holder on another Internet host, and all additional phone charges, including long-distance.
6. POVN reserves the right to assess a 10% late fee and suspend any delinquent account that is over 20 days past the due date or for rejection of any credit card charges or for checks returned for insufficient funds. A \$30.00 fee will be assessed on all returned checks. Collection of past due balance is handled by an outside agency. Additional charges and interest assessed by the outside agency will be the responsibility of the subscriber. An account holder wishing to reopen and access services after termination must pay any balance due and is subject to reinstatement fees. Past due accounts will be closed after 45 days of delinquency unless payment arrangements are made. Accounts that are closed will be assessed a \$35 reconnect fee plus \$100 PUD reconnect fee if applicable and all past due balances must be paid in full to reopen services.
7. POVN reserves the right to close an account for suspected or actual breaches of its System Use Policy, and use of the host system in a manner which is harmful to POVN or its subscribers. All costs incurred because of system down time resulting, directly or indirectly, from willful abuse of the system by the account holder will be the responsibility of the account holder, and the time required to restore the system will be billed at the rate of \$300 an hour to the account holder.



8. If, at any time, it becomes necessary for POVN, Inc., or the account holder, to use legal recourse for a dispute between POVN and the account holder both parties agree to mediation through a recognized mediation service, and will not pursue recourse through legal action regardless of outcome.
9. POVN may terminate any account for any reason at its sole discretion including, but not limited to malicious or illegal use of its host system or the Internet, including e-mail messages which are perceived, in any manner, directly or indirectly, as threatening, offensive, harassing, or contradictory to the standards of Internet convention, and including port scanning or other attempted invasion of other people's networks or systems. POVN will review all complaints regarding malicious or illegal use of the system and/or harassing e-mail, and render judgment based on the System Use Policy and what is in the best interest of POVN's subscribers.
10. Multiple, identical news group postings, bulk email, and third-party e-mail messages are a violation of POVN's System Use Policy and widely held standards of Internet etiquette. Anyone using POVN's mail servers to send unsolicited bulk email, will have their account(s) terminated immediately. This includes the use of a mail server with open relays on POVN's system. Open relay mail servers are strictly prohibited.
11. The account holder or subscriber is responsible for all use of his/her POVN account, including security, online storage space, usage time, all e-mail postings that originate from their account, and protection of their account password. POVN is not responsible for any account holder's data or personal files on its host system, and account holders are responsible for the backup of significant data and files.
12. Use of any POVN account is expressly limited to the individual, business, or organization named on the account application form.
13. The account holder or subscriber agrees to use his/her POVN account in accordance with all applicable state and federal laws.
14. POVN reserves the right, but is not obligated in any way, to view or edit publicly viewable data, including e-mail messages on its host system, and to delete any information on its host system at POVN's sole discretion.
15. All e-mail, World Wide Web pages, and any file located in a publicly accessible directory are considered publicly viewable, and POVN is not liable for the protection, confidentiality or content of them or any information transferred to or from another Internet host.



16. Account holder agrees that material available through his/her account does not violate or infringe on any copyright, patent, applicable law, or contain information of an obscene nature.
17. POVN owns and maintains all I.P. addresses and reserves the right to change or modify them with appropriate notification.
18. POVN is not responsible for any costs, loss of income, or damages relating to the use of its host system, products, software, and services. Internet services are provided best effort and without specific guarantee.
19. VOIP service is dependent on a functioning internet connection and may be subject to outage and congestion, due to that VOIP provided 911 service should not be considered your primary emergency service. If you have a strong need for continuous 911 service, it is highly recommended that you contract for a landline phone.
20. POVN will delete any email boxes where payment is past due. POVN will not be responsible for the loss of any files or documents associated with the account.
21. POVN will not release account holders personal information to other parties unless required by the appropriate authority.
22. Non enforcement on any portion of this Agreement does not constitute consent, and POVN, Inc. reserves the right to enforce our System Use Policy, this Agreement, at its sole discretion. If one or more sections of this Agreement are found to be unenforceable or invalid, the remaining sections will still be considered valid.
23. If the account holder is under 18 years of age, either a parent or legal guardian who is responsible for the terms of this Agreement must sign and assume responsibility for this Agreement and all charges owed by the account holder.
24. POVN is not responsible for transactions or postings which take place to activity on our free classified ads, community calendar, forums or any other communication which has taken place between users.
25. POVN reserves the right to modify the terms of this agreement, and account prices without notice. Continued use of the system after such time will constitute account holders acceptance of the changes.