



# TENNESSEE VALLEY NETWORK

## TERMS & CONDITIONS

Tennessee Valley Network (TVN.NET)

TVN.NET consists of computing and information services and software, information and other content provided by TVN.NET. In addition, third parties provide information, software, and other content (collectively, "Third Party Content") which may be accessed over the Service.

TVN.NET reserves the right to modify this policy at any time and any such modification shall be automatically effective as to all customers when adopted by TVN.NET and posted on its website [HTTP://www.tvn.net](http://www.tvn.net). By continuing to use TVN.NET services, you will be deemed to have agreed to these terms and conditions of use.

### **INTRODUCTION**

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.

These Terms and Conditions are part of the terms of your Service Agreement with TVN.NET, and you are bound by them. TVN.NET  
By logging into your account, connecting to the service via your account, or uploading files to the server, you are indicating your acceptance of these Terms and Conditions.

### **COPYRIGHTED MATERIAL**

Copyrighted material must not be placed on the TVN.NET without the permission of the owner(s) or person(s) they specifically authorize. Only the owner(s) or such authorized person(s) may upload copyrighted material to the TVN.NET.

Subscribers may download copyrighted material for their own use. Except as expressly provided by copyright law, copying, redistribution, or publication must be with the express permission of TVN.NET and the owner(s) or such authorized person(s), if other than TVN.NET. Permission must be specified in the document, on TVN.NET, or must be obtained directly from TVN.NET, and the owner(s) or such authorized persons(s), if other than TVN.NET. In any copying, redistribution, or publication of copyrighted material, any changes to or deletion of author attribution or copyright notice are prohibited.

### **PUBLIC DOMAIN MATERIAL**

Any subscriber may upload public domain programs to TVN.NET. Any subscriber may download public domain programs for their own use or non-commercially redistribute a public domain program. Subscriber assumes all risks regarding the determination of whether a program is in the public domain.

### **CONTENT & USES OF THE SERVICE**

Subscriber agrees not to publish on or over TVN.NET any information, software or other content which violates or infringes upon the rights of any others or which would be abusive, profane or sexually offensive to an average person, or which, without the approval of TVN.NET, contains any advertising or any solicitation of other subscribers to use goods or services.

Subscriber agrees not to use the facilities and capabilities of TVN.NET to conduct any business or activity, or solicit the performance of any activity which is prohibited by law, or to solicit subscribers to become subscribers of other competitive information services.

Subscriber agrees not to use the facilities and/or capabilities of TVN.NET to send unsolicited advertising or unsolicited promotional material to other internet users. The sending of SPAM (otherwise known as unsolicited email advertising) is expressly prohibited and will be considered a violation of this agreement.

Subscriber agrees not to resale any services provided by TVN.NET. Any person(s) who attempts to resale a service provided by TVN.NET will immediately lose all rights to his or her account and the account will be

terminated. Subscriber or anyone involved with or connected to that account will be denied service indefinitely.

## **SECURITY**

You are responsible for any misuse of the service, therefore you must take reasonable steps to ensure that others do not gain unauthorized access to the service through your account.

## **RESPONSIBLE USAGE**

You must take responsibility for your actions on the network and systems you access through TVN.NET. You must comply with rules, regulations and acceptable usage policies that are in force for each system you access. If you or any user using internet connection act recklessly or irresponsibly or your actions endanger TVN.NET's network or systems, your access may be suspended or terminated at any time, without notice. In any event in which TVN.NET's network is disabled, experiences a loss of service or any of TVN.NET's Internet Providers experience loss of service due to actions by user or anyone using your internet connection with or without your consent you will be liable for all expenses (examples : legal counsel, network equipment damage, software damage, all personnel fees, any expense incurred due to actions) needed to correct the situation.

## **DENIAL OF SERVICE**

TVN.NET reserves the right to suspend, restrict or terminate your access to TVN.NET at anytime for any reason.

## **EDITING AND DELETING CONTENT**

TVN.NET reserves the right in its sole discretion to edit or delete any information, software or other content appearing on TVN.NET, regardless of whether it violates the standards for content.

## **MONTHLY PAYMENTS**

Your selected price plan is considered a monthly recurring charge (monthly service). TVN.NET bills for a full month of service in advance, unless otherwise specified. All invoices are due by the specified due date on your bill. Payments not received by the due date will result in suspension of service, and will be subject to a reconnection fee. The established monthly rate for TVN.NET service is subject to change. TVN.NET will make a reasonable effort to notify customers affected by any such rate change. For the sake of this notification, an e-mail message to the account is considered "reasonable notification".

TVN.NET is not responsible for any credit card charges or expenses (i.e. overdrawn accounts, exceeding credit card limits, etc.) resulting from TVN.NET charges billed to a credit card.

Subscribers are responsible for notifying TVN.NET of credit card expirations, and providing new credit card numbers for continued billing of TVN.NET Service. It is not the responsibility of TVN.NET to contact subscribers with rejected credit card payments due to expired cards. Rejected credit card payments will be treated as non-payment, and may result in disconnection of service. A reconnection fee will be applied.

### **LATE PAYMENTS AND RECONNECTION FEES**

TVN.NET may bill a minimum handling fee of \$25.00 for any one of the following reasons to reconnect service: non-payment, returned check payments, insufficient checks, payments not received by due date, credit card declined payments, expired credit card information, or for any reason not listed in which the account has been suspended.

### **SERVICE TERMINATION**

TVN.NET reserves the right in its sole discretion to suspend or terminate service to any subscriber at any time. Failure to pay invoices by the beginning of service for the upcoming month billed, will result in immediate suspension of access to the TVN.NET service. Payment to TVN.NET for any month(s) service, is indication of acceptance for that months service, and no refunds will be made.

### **CANCELLATION OF ACCOUNT**

To cancel account Customer must contact our Customer Service Department @ 657-4367 , account verification must take place via phone call, fax, or email. Cancellation requests must include e-mail address, username, account name, telephone number , address and other identifying information to assure account is cancelled, if information does not match our billing records cancellation may be delayed or prevented. Cancellation requests directed to any other department may not be received by the Customer service department. It is solely the responsibility of Customer to assure enough information is given to sufficiently cancel his or her account.

### **WARRANTIES**

TVN.NET exercises no control whatsoever over the content of the information passing through the TVN.NET service. TVN.NET makes no warranties of any

kind, whether expressed or implied, for the service it is providing. TVN.NET also disclaims any warranty of merchantability or fitness for a particular purpose, and any obligation to maintain the confidentiality of information, although TVN.NET's current practice is to utilize reasonable efforts to maintain such confidentiality. TVN.NET will not be responsible for any damage you suffer from use of the TVN.NET service. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions, or due to inadvertent release or disclosure of information sent by you. Use of any information obtained via TVN.NET is at your own risk. TVN.NET specifically denies any responsibility for the accuracy or quality of information obtained through its service.

### **INDEMNIFICATION**

Subscriber agrees to indemnify and hold TVN.NET harmless from any claims and expenses, including reasonable attorney's fees, related to subscriber's violation of this Terms & Conditions service agreement, including these terms or any information, software or other content placed on TVN.NET by the subscriber.

The use of TVN.NET to transmit certain kinds of information (including without limitation, computer software and other technical data) may violate export control laws and regulations of the United States, whether that information is received abroad or by foreign nationals within the United States. Since TVN.NET exercises no control whatsoever over the content of information passing through its service, the entire burden of complying with such laws and regulations rests with its subscribers. You agree to comply with such laws and regulations and to indemnify and hold TVN.NET harmless from any damages it may suffer resulting from any violation of the export control laws of the United States.

### **GENERAL NOTICES** subscribers.

- Unauthorized attempts to enter or bypass the security of the TVN.NET network or TVN.NET infrastructure is strictly prohibited. Likewise, attempting to "crack", bypass, or compromise the security of any other Internet user or network is prohibited. This includes, but is not limited to, port scans, "root" compromise attempts, IRC-related incidents (k-lines), and tools such as Back Orifice or other "exploits" designed for such purposes.

- If you exceed the allotted space for your account, TVN.NET reserves the right to charge for this excess space. This includes all of your files on the server including your email files.
- Your login account is for your personal use only. You must not divulge your password to any other person and you should take proper precautions to insure that it is not discovered by other people.
- Data stored on TVN.NET servers is not guaranteed to be backed up. It is recommended that you make independent backups of data you consider important.
- You are not allowed to run server processes from your account.
- You are not allowed to leave unattached process running in your account when you log out of the system.
- TVN.NET reserves the right to monitor all activity on the server. In the event TVN.NET detects activity that they feel is improper, TVN.NET can provide any evidence they have available to the proper authorities.
- TVN.NET shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.
- When your account is closed, all files (including web pages, e-mail, etc.) will be deleted from TVN.NET servers.
- By logging into your account, connecting to the service via your account, or uploading files to the server, you are indicating your acceptance of these Terms and Conditions.

## **WEB PAGES**

- You are responsible for the content of your pages, including obtaining the legal permission for any works they include and ensuring that the contents of these pages do not violate US law.
- You will be held responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).
- TVN.NET reserves the right to remove material deemed inappropriate from your web pages, without prior notice.
- TVN.NET reserves the right to impose additional charges for web sites which consume space over the amount allotted.

## **DIAL UP SERVICES**

- TVN.NET makes no guarantees about the availability or quality of dialup services.
- Local access numbers are not available in all areas. see (toll charges)
- Multiple modem logins using the same login account are not allowed.

- TVN.NET reserves the right to terminate any connection to its services for any reason at any time.

## **E-MAIL**

- Using TVN.NET to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited. This includes, but is not limited to email sent as a result of a machine being infected by a worm or virus.
- Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous re-mailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is not allowed.
- **TVN.NET does not allow Spam. In an effort to discourage Spam TVN.NET will evoke the following fines to offender: \$1 per email, \$10 per phone call, \$50 per incident if our provider complains and immediate termination of service. Any fines incurred by TVN.NET for any spam incident will be paid double by offender.**
- Fraudulent activity. Using TVN.NET to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters" is not allowed.
- Illegal use. Using TVN.NET to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder is prohibited.
- Harm to minors. Using TVN.NET to harm, or attempt to harm, minors in any way is prohibited.
- Threats. Using TVN.NET to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.
- Harassment. Using TVN.NET to transmit any material (by email, uploading, posting, or otherwise) that harasses another is prohibited.
- TVN.NET may, at its discretion, restrict access to its servers from users or network locations that have or are abusing access to TVN.NET's facilities. This may include but is not limited to email access from known spam sources or spam friendly servers or networks.

## **TOLL CHARGES**

You must use the local dialing access number provided by TVN.NET, for the location you intend to dial from. Use of local dialing access numbers other than those provided, may result in charges to you. You are responsible for all amounts charged by your telephone company for all charges associated with connecting to the service through an available access number. You are also responsible for determining whether or not you will incur a charge from your telephone company for connecting to the service using the access numbers. Please note that an access number that shares your area code or appears to be located in your general geographic area may not necessarily be a local number to you. Access numbers that share your area code may still result in charges to you. Please check with your local telephone company before selecting a number. Significant toll charges may apply to numbers that you do not verify as local to your individual area or calling plan.