

Western Iowa Networks Internet Terms and Conditions

1. I agree that acceptance of my application binds me to all the Terms and conditions as set forth herein. I agree to indemnify and hold harmless, without limitation, WIN and its owners from all claims resulting from my usage.
 2. WIN services may only be used for lawful purposes. The transmission of any material violating U.S. or state regulations is expressly forbidden. Transmissions include, but are not limited to, material protected by trade secret, material judged threatening in nature and/or copyrighted material. I agree to indemnify and hold harmless WIN of any responsibility for the accuracy or quality of information obtained through its services. This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
 3. WIN exercises no control over the contents of information passing through its systems. Additionally, no warranties of any kind, whether expressed or implied, exist for any service provided by WIN; nor will WIN be responsible for any damages. This includes loss of data caused by its own negligence or my errors or omissions. WIN specifically denies any responsibility for the accuracy, quality, or suitability of information obtained through its services. Any information obtained is at my own risk.
 4. If my account is discontinued for any reason, WIN assumes no responsibility for recovery of my data from the WIN computer system.
 5. Notwithstanding item number 2, I agree that should WIN be found liable in a court of law for any reason relating to my use of their services, WIN liability is limited to the unused portion of my user fee.
 6. This system contains an unabridged copy of information known as "UseNet". Portions of the system may contain messages, which I may find offensive. WIN does not censor, or in any way control the contents of this or any other on-line information. Further WIN cannot confirm proper classification of information presented in any area of the system. By giving the command(s) to view or transfer information on any WIN system, or any system reached through a WIN system, I am consenting to the display or transfer of the information presented and waive all rights and claims towards WIN and its owners.
 7. I agree to follow all policies in place at chat rooms, bulletin boards, and newsgroups. Failure to do so may result in the cancellation of my service.
 8. WIN prohibits any attempts to retrieve significantly large amounts of news and/or mail from its network outside of methods specifically endorsed by WIN. Highspeed Internet connections may not be resold or otherwise provided to third parties that are not a part of this Agreement.
 9. I agree that if my connection to WIN is idle for 20 minutes or longer, or connected for more than 24 hours continuously, it will be disconnected. Idle time is defined as a period during which no input or output is sent or received across the modem connection. Multiple simultaneous logins to a single WIN dial-up account are prohibited. While service is unlimited, it is not a dedicated modem connection. Use of WIN dial-up service as a dedicated modem connection through use of redialers and idle-time traffic generators is prohibited.
 10. A \$5.00 late charge will be assessed on balances over 30 days or past due balances over \$30.00. WIN prohibits any attempts to bypass its pricing structure by any means without prior written consent. WIN reserves the right to change the rates and otherwise modify any Terms and Conditions by notifying me 30 days in advance of the effective date of the change.
- Any or all levels of service may be discontinued at the discretion of WIN. Should this occur, a pro-rated refund will be paid.
11. I agree that the security of my account, including password, is my responsibility, and that all use originating from my account is considered carried out by me unless unauthorized intrusion can be shown. I agree to notify WIN immediately if I believe my account has been or is being compromised.
 12. I agree to keep WIN advised of my current legal mailing address. WIN will not disclose this information to any third party except upon the presentation of a valid warrant or court order.
 13. Applicant must be 18 years of age or older.
 14. These Terms and Conditions supersede all previous representations, understandings or agreements. I agree that I have read and will abide by all conditions set forth in the Terms and Conditions. Either party may terminate this agreement at any given time by giving written notice. Such notice is effective when given. I am obligated to pay for service through the termination date, as detailed on the final invoice.