

# Terms and Conditions

## GENERAL

1. Sowega.net internet access service is intended for your personal or business use; the service is not transferable. That is, use of Sowega.net is expressly limited to you and your household or your employees. **Account sharing is not allowed.** In the case of schools and colleges, "employees" shall be construed to include their authorized students. Further, your subscription to Sowega.net does not allow you to resell, or otherwise provide Internet access or e-mail service to others not listed above. You must be at least 18 years of age to have an account with sowega.net.
2. While we may provide basic software or render reasonable technical assistance pertaining to your use of Sowega.net, you are ultimately responsible for equipment and software necessary to connect to Sowega.net.
3. You agree to not use Sowega.net in violation of the law or in a manner that we deem harmful or disruptive to us, our service providers, our customers, or others, whether users of the Internet or not. Unless required for proper and acceptable administration of the Internet as defined by us, the installation of programs on, or retrieval of data not specified by us to be public, residing in our computers, or those of our authorized representatives, shall be deemed to be disruptive and harmful to us--with particular emphasis being given to user names, log-on ID's, e-mail addresses, and other data affecting or pertaining to our customers.
4. Your use of Sowega.net for unsolicited advertising or mass distribution of unsolicited e-mailings or Usenet newsgroups postings for any purpose is prohibited and shall be deemed disruptive and harmful. You agree not to publish on or over the Service 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 the average person. You agree not to use the facilities and capabilities of the Service 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.
5. The Internet, telephone, and cable television networks us shared facilities. While it is a practice not to disclose customer information, except as provided by law, it is beyond the scope of any internet, telephone, or cable television provider, to be able to guarantee absolute security or privacy of data sent, received, or stored by such facilities. Further, you are responsible for the use of you account (s) the confidentiality of your password (s). We will suspend access or change your password (s) upon notification by you that a password has been lost, stolen, or otherwise compromised.
6. Your use of Sowega.net services constitutes your acceptance of these Terms and Conditions. We have the right to discontinue the service of anyone we deem to have violated these Terms and Conditions.
7. We will provide certain telephone numbers for access to Sowega.net. However, you are responsible for any telephone, Cable TV, or other network charges, including long distance, that you may incur in accessing Sowega.net.

## **BILLING**

8. You agree to pay Sowega.net all charges, including any taxes, related to use of your account (s). **Sowega.net has a one month minimum subscription period.**
9. Your use of Sowega.net is subject to credit limits and/or deposits established by us. We may suspend your access to the Service if you are delinquent in paying for your account.
10. We reserve the right to change prices after 30 days notice.
11. All invoices are due upon receipt and payable within (10) days. Delinquent accounts are subject to late charges and/or cancellation of service without further notice.
12. Customers that use Personal Home Pages to conduct commercial business will be billed the Commercial Web Site charges.

## **OWNERSHIP/COPYRIGHT**

13. Information available on Sowega.net is the property of us, our Information Providers, Service Providers, or others. You are not allowed to redistribute, reproduce, commercially exploit, or otherwise infringe upon the copyright of such information without proper permission by its owner (s).
14. We are not liable for the acts of others regarding possible infringement of your copyright of information you may choose to publish or otherwise distribute on or via the internet.

## **LIMITATION OF LIABILITY**

15. **SOWEGA.NET SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY US AND USE OF ANY INFORMATION OR SOFTWARE PROVIDED BY US OR VIA THE INTERNET IS SOLELY AT YOUR RISK. YOU ACKNOWLEDGE THAT YOU HAVE MADE YOUR OWN DECISION AS TO WHETHER OR NOT SOWEGA.NET SERVICES ARE APPROPRIATE FOR YOUR NEEDS.**
16. Neither we or our Service Providers are responsible for any damages arising from your use of Sowega.net or inability to use Sowega.net. There is no guarantee of message delivery or privacy. Return receipts may be requested, but there is no guarantee that the recipients mail system will honor these.
17. We are not responsible for your personal files residing on Sowega.net. You are responsible for independent backup of all such data.
18. You should be aware that some sites accessible via Sowega.net may allow posting retrieval, and/or electronic mailing of material (s) that some may consider objectionable. We are not responsible for inadvertent or deliberate access to such material (s) and cannot prevent access to such material (s).

## **OPERATION**

19. We reserve the right to change our services without notice including but not limited to access procedures, hours of operation, menu structure, commands, documentation, software provided to customers, and service offered.

20. We reserve the right to delete personal files which have not been accessed for more than (1) month. Sowega.net reserves the right in its sole discretion to suspend or terminate Service to any subscriber at any time.
21. You should understand that Sowega.net services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement, as required to protect network resources in the event of malfunctions or misuse, and Acts of Nature.
22. You assume all risk of damage or loss to your computer equipment connected to Sowega.net. We shall not be liable for damage or loss caused by Acts of God or other causes not reasonable foreseeable and preventable by us. Nor are we liable for any damage or inconvenience caused by so-called "computer viruses" downloaded by you either knowingly or unknowingly.
23. We reserve the right to delete any information entered into Sowega.net computer systems by any customer or others. We and our authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information or other data stored on our equipment or of our Service Provider (s).
24. While many dial-up accounts are deemed to be allowed "Unlimited Access" to Sowega.net, "Unlimited Access" is not intended to allow prolonged dial-up connection by an unattended computer. **It is in violation of these Terms and Conditions to maintain a dial-up connection using mechanical or automatic means.**
25. We may modify these Terms and Conditions at any time we deemed necessary. Your continued use of Sowega.net after such changes shall constitute your acceptance of such modifications.

#### **INDEMNIFICATION**

26. You Agree to indemnify and hold Sowega.net harmless from any and all claims and expenses, including attorneys fees, related to your violation of the Terms and Conditions of service, including these rules or any information, software or other content places on the Service by you.