

# Terms and Conditions

ElbertonNET (The Company) provides all services on an "As Is" basis. The Company will not be liable for damages resulting from the use or inability to use the services or access to the Internet including, but not limited to, interruptions in service, deletion of files or e-mail, lost data, errors, defects, viruses, delays in operation or transmissions or any other failure of performance.

The service provided is best effort and thus not "life safety" qualified. You agree that you have considered the "best effort" nature of your service in using systems requiring permanent, always-on connections, such as security or health monitoring systems.

A Fair Usage Policy is used by the Company to ensure equitable Internet access for all subscribers. Heavy usage subscribers may experience temporary limitations during peak usage hours. Downloading or sharing copy written content (i.e. music, movies, television shows, etc.) without the consent of the copyright holder is illegal and strictly forbidden. The Company reserves the right to throttle or shape connections that abuse available bandwidth.

1. Residential users will not host any type of Server and allow other users to access the Server via the Internet.
2. Subscribers assume ALL risk and liability for any use of the service. 3. It is the Subscriber's responsibility to ensure that battery backup is available to your modem, routers, etc, during power outages; otherwise Internet connection will not be available during a power outage.
4. The Company does not guarantee Internet network performance. The Company provides the service; most conditions on the Internet are completely outside the control of the Company.
5. The Company reserves the right to take whatever actions we deem appropriate to enforce these policies. The Company also reserves the right to change these policies without prior notice at any time. For the most recent policies visit our website at [www.elberton.net](http://www.elberton.net)
6. The Customer Premises Equipment will be installed at the Service Address as specified in the Subscriber Agreement. The Company is responsible for delivery of service to the Customer Premises Equipment Subscriber interface, further distribution of the service is not the responsibility of the Company.
7. The Subscriber is not permitted to resell or re-distribute your Internet connection to other parties unless agreed to in writing by the Company. Violation will result in immediate termination of services.
8. The Subscriber is responsible for creating their own back-up copy of any important or critical information that they may have stored on their system or any Company server.
9. Network address assignments issued by the Company are the property of the Company and are considered to be hired to the Subscriber.
10. Any Internet activity, which references back to the Company or its services in a damaging matter, will result in suspension or termination of account(s). Illegal Internet activity will result in immediate termination.
11. Download and upload rates may be throttled or shaped for certain protocols at The Company's discretion.
12. Use of the Company's services and the access of your Internet account by you as a company and/or individual constitutes acceptance of this Agreement in full.
13. Where a service call is requested by the Customer and it transpires that there was no fault with the ElbertonNET system, a service charge will be levied.
14. The use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. Any violation will result in immediate termination of your account.
15. In addition to any other fees and penalties that may be assessed by the Company, as provided herein, you shall be held liable for any and all costs incurred by the Company as a result of your violation of any terms and conditions. This includes, but is not limited to, solicitors' fees and costs resulting from Postmaster responses to complaints and the cleanup of unsolicited commercial mailings and/or unauthorized bulk mailings.
16. All connection service equipment will remain the property of the Company and will be recovered in the event of disconnection of service. It will be the responsibility of the Customer to ensure that all equipment is used and maintained in a reasonable way. Customer will be charged accordingly for any equipment not returned in an acceptable and usable condition.