

GOOD NEIGHBOR USER AGREEMENT

TERMS AND CONDITIONS

Pioneer Communications defines the terms of use for our Service as follows:

LIMITATION OF LIABILITY

Pioneer Communications and its suppliers or subcontractors will not be liable for any special or consequential damages or for loss, damage, or expense directly or indirectly arising from Customer's use or inability to use internet and data networking services, separately or in combination with other equipment or software or for commercial loss of any kind (including loss of business profits) based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory whether or not Pioneer Communications or its suppliers or its subcontractors have been advised of the possibility of such damage or loss.

In no event shall liability exceed a refund of amount actually paid to Pioneer Communications, for internet and data networking services.

INTERNET SERVICE AND CIRCUITS

Pioneer Communications does not provide a firewall, virus protection, or any other type of security for any circuit or internet connection. All means of protection are the responsibility of the Customer.

Other Service subscribers may be able to access and/or monitor Customer's use of the Service. This risk exists on the Internet and other services to which access is provided by Pioneer Communications as part of the Service. Any sensitive or confidential information such as credit card numbers or other financial information, medical information or trade secrets sent by or to Customer is sent at Customer's sole risk and neither Pioneer Communications nor any of their respective affiliates, subcontractors, employees or agents, shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by Customer.

Pioneer Communications will immediately terminate service if a Customer is found to be initiating virus attacks or engaging in illegal or disruptive behavior. This decision will be made at the sole discretion of Pioneer Communications and no refund of fees will be made.

PROHIBITED USES OF THE SERVICE

Customer shall not use the Equipment or the Service directly or indirectly to:

1. Perform any illegal activity:

Breach or attempt to breach the security of another user or attempt to gain access to any other user's computer, software or data without the knowledge and consent of such user. The Equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. Use or distribution of tools designed for compromising security is also prohibited.

2. Invade another person's privacy.

3. Possess, post, transmit or disseminate unlawful or obscene material.
4. Post, transmit or disseminate content which violates any proprietary rights of Pioneer Communications or any third party or that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable.
5. Unlawfully promote or incite hatred.
6. Post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law, order or regulation.
7. Upload, post, publish, transmit, reproduce, create derivative works of or distribute in any way, information, software or other material obtained through the Service which is protected by copyright or other proprietary right, without obtaining permission of the owner.
8. Service, alter, modify or tamper with any Pioneer Communications owned Equipment or Service or permit any other person to do the same that is not authorized by Pioneer Communications.
9. Restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment or the Service, including, without limitation, posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful feature or generating levels of traffic sufficient to impede others' ability to send or retrieve information.
10. Disrupt or attempt to disrupt Pioneer Communications backbone network. Prohibited disruptions include, but are not limited to, sending unsolicited bulk or commercial e-mail messages ("Spam"). Unsolicited e-mail may not direct the recipient to any website or other resource, which uses the Pioneer Communications service. In addition, "mail bombing", the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account is prohibited.
11. Resell the Service or otherwise charge others to use the Service.
12. Use the Equipment or Service in a way which is contrary to any other Pioneer Communications policy that may be posted by Pioneer Communications from time to time. Specifically, customer agrees to abide by the Pioneer Communications Good Neighbor Use Policy and should consult this document regularly to ensure that their activities conform to the most recent version.
13. Use an IP address or client ID not assigned to customer. Customer acknowledges that the IP address assigned by Pioneer Communications may be dynamically assigned and may change at any time without notice.

Violation of the above terms will result in immediate termination of service.

AGREEMENT

This contract contains the entire understanding and agreements between Pioneer Communications and the Customer. There are no other representations, arrangements, understandings, or agreements, oral or written, between Pioneer Communications and the Customer. By using the Service, Customer agrees to be bound by the above terms and conditions.