

Inutek.Net Terms & Conditions

Inutek.net aims to provide the best Internet service possible to the people of the Northwest Arctic Borough. This agreement is designed to keep Inutek.net and the Internet productive for you. Inutek.net supports a free flow of information over the Internet. Inutek.net does not support streaming applications or services, Voice over IP (VoIP), VoIP associated applications, or applications with near real-time requirements. Inutek doesn't actively monitor or exercise editorial control over the content of any email, mailing list, news group or other material accessible over our services. However, we reserve the right to take action to remove or prevent the transmission of any materials that are, in Inutek.net's sole discretion, potentially illegal, could subject Inutek.net to liability or violate these terms & conditions. Inutek.net also reserves the right to recover from our customers reasonable labor costs for remedial and preventive actions taken by Inutek.net as a result of our customers:

- You are prohibited from using your account for illegal purposes. Transmission, theft, procurement, communication, alteration, publication or storage of information, data, or material in violation of any federal, state, local law, statute, regulation or rule is prohibited. This includes and is no way limited to: copyrighted material, material legally judged to be obscene, threatening, in violation of the Telecommunications Reform Act of 1996, or materials protected by trade secret.
- You are expected to adhere to proper "Netiquette" in e-mail and Inutek.net postings. If Inutek.net learns of any user activity to the contrary, including but not limited to "spamming", accessing Inutek.net or any other confidential material without authorization, etc., we will take disciplinary action, which could include termination of services and possible legal action.
- You are responsible for use of your account(s) and confidentiality of password(s). Inutek.net will suspend or change access to your account immediately upon notification by you that a password has been lost, stolen, or otherwise compromised.
- The benefits or rights conferred are non-transferable. Use of Inutek.net is expressly limited to you and your household or direct employees. Account sharing is strictly prohibited and shall be cause for termination of service.
- Inutek.net respects your privacy and will not deliberately disclose your e-mail, files and postings to others. Remember those to whom you send email may not keep it secret. If we believe e-mail, files or postings are connected with unlawful activities; Inutek.net may disclose them to proper authorities to protect our system, our users and our organization.
- You hereby agree to the monthly term selected here. All invoices are due upon receipt of your telephone bill and payable within thirty (30) days unless other arrangements are made with an Inutek.net customer service representative.
- You have the responsibility to keep Inutek.net informed of a current mailing address. Credit Card and bank debit users must keep Inutek.net informed on the status and validity of a credit card or bank account from which payments are made, including but not limited to cancellation of the credit card account, new expiration date, etc.
- If your credit or bank card is declined by the bank, you will be notified, at which time you must either provide another card number or agree to pay the fee by cash. If you do not respond within thirty (30) days of your billing date Inutek.net will suspend your account until all outstanding charges are settled. If charges are not settled by the second billing date after initial notification, your account will be disconnected. Service fees are non-refundable. Inutek.net reserves the right to change pricing, terms & conditions at any time without advanced notice to you. Disconnection of service by Inutek.net in no way waives your liability for outstanding charges. If we are required to take legal action to collect outstanding charges, Inutek.net shall be entitled to reasonable attorney fees and costs of litigation.
- The service is provided by Inutek.net "as is" without warranty of any kind. Inutek.net shall not be held liable for any delay in or failure to perform the services caused by circumstances. You understand service could be interrupted for several reasons, including but not limited to power interruptions, malfunctions, or maintenance. Scheduled outages outside of the normal maintenance window of 1:00 am to 4:00 am will be publicized.
- You are hereby warned that some information accessible via Inutek.net may be considered objectionable or obscene. Inutek.net is not responsible for inadvertent or deliberate access to such information nor can it prevent access to such materials. In addition, Inutek.net shall have the right, but not be obligated to edit publicly viewable information.
- Finally, you agree Inutek.net shall not be liable to you for any reason except to the extent that it may be required to refund for prepaid future service. You agree that Inutek.net shall not be liable to you for any damages, including but not limited to any compensatory, consequential, special or punitive damage incurred by you as a result of your use of Inutek.net's system.

I understand and agree to be legally bound by the terms & conditions of Inutek.net and I will be solely and individually liable and responsible through the use of the user ID assigned to me by Inutek.net. Violation of these policies may result in suspension or cancellation of my service without advance notice. My use of Inutek.net service constitutes my acceptance of and agreement with these terms & conditions.

Applicant Signature

Date

Co-Applicant Signature

Date

Print Name

Print Name