

VALLEYPNET USER AGREEMENT

ValleyNet, Inc. • 58 North Main Street, PO Box 486, White River Junction
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Subject to the terms of this Agreement, ValleyNet, Inc., an independent, non-profit corporation grants to User a personal, non-exclusive, non-assignable, and non-transferable right and license to use ValleyNet, Inc., network services and software on any machine. User may not sub-license, assign, or transfer this license or the ValleyNet, Inc. software. Any attempt to sub-license, assign, or transfer any of the rights, duties, or obligations under this license is void.

ValleyNet, Inc. does not warrant that the function or services performed by ValleyNet, Inc. or that the information or software contained on-line, will meet your requirements or that the operation of ValleyNet will be uninterrupted or error-free, or that defects (if any) in the ValleyNet, Inc. software will be corrected. ValleyNet and any ValleyNet, Inc. software are provided on an "as is" basis. ValleyNet does not make any warranties, express or implied, including without limitation those of merchantability or fitness for a particular purpose with respect to any ValleyNet, Inc. software and any services provided by ValleyNet.

The limited warranties provided herein are the only warranties made by ValleyNet, Inc. No oral or written information or advice given by ValleyNet, Inc., or its employees, shall create a warranty, and User may not rely on any such information or advice.

In no event will ValleyNet, Inc. be liable for any incidental, consequential, or indirect damages, including but not limited to damages for loss in business profit, business interruption, loss of programs, or information stored on disks and the like. Any liability is strictly limited to the amount of the fee paid for services rendered.

Any action by a User of ValleyNet, that in ValleyNet, Inc.'s sole opinion, restricts or inhibits other users from enjoying ValleyNet or the Internet (such as, but not limited to, use of vulgar language, inappropriate screen names and images, and illegal activities) is strictly prohibited. User agrees not to upload, post, or reproduce in any way any materials protected by copyright without the permission of the copyright owner.

User specifically agrees to indemnify and hold ValleyNet, Inc. harmless from and against any and all claims, losses, liability, damages, or costs, including reasonable attorneys' fees, relating to or arising out of the services provided by ValleyNet, Inc., to User under this agreement.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Vermont. Any cause of action by User with respect to services and software of ValleyNet, Inc. must be instituted within one year after the claim or a cause of action has arisen or be barred.

This User Agreement may be terminated by ValleyNet at any time without prior notice and without cause. If either party is in default under this agreement, then the non-defaulting party may also immediately terminate the Agreement without notice to the other party. ValleyNet reserves the right to refuse service to anyone.

As User,

1. I understand that Valley Net will charge for connection time according to the terms of my service plan, and that the cost for such connection time may be obtained from the current pricing lists.
2. I understand that ValleyNet, Inc. reserves the right to refuse use of any ValleyNet address name or nickname that it considers inappropriate.
3. I understand that ValleyNet, Inc. depends primarily on subscription fees to support its services and that my account is intended for my use only and is not to be shared with others.
4. I will not use ValleyNet to transmit vulgar language, inappropriate screen names, or images. Nor will I engage in actions that restrict or inhibit other users from enjoying the Internet.
5. I am responsible for selecting and entering the proper telephone number into my computer. I understand that ValleyNet, Inc. is not responsible for any charges, local, long distance or otherwise, that may be caused by my use of ValleyNet.
6. I understand that some material available through computer networks, particularly when accessing the Internet, may be offensive to me or others in my household and I understand that ValleyNet is not responsible for providing any control over what information or images can be accessed through my account. ValleyNet, Inc. does not control or accept responsibility for the content of any communications that are transmitted or made available to users of ValleyNet and I understand that ValleyNet, Inc. does not have responsibility for the accuracy or quality of the information provided by third parties that may be available through ValleyNet.
7. Prohibited Use: Each User is required to abide by the Acceptable Use Policy which may be found at <http://www.valley.net>. The Acceptable Use Policy identifies prohibited uses and each User is expected to familiarize himself/herself with those prohibited uses. If User violates the terms of the Acceptable Use Policy, this Agreement and the services provided hereunder will be subject to termination, at the discretion of ValleyNet. Set forth below are some, but not all, prohibited uses as described in the Acceptable Use Policy.

A. Illegal Use

A partial list of illegal uses includes creating, transmitting, distributing, or storing information, data, or material that a) infringes any copyright, trademark, trade secret, or other intellectual property right, b) constitutes child pornography, or c) is libelous, defamatory, hateful, or constitutes an illegal threat or abuse.

B. Abuse

A partial list of behavior constituting abuse includes a) harassment whether through language, frequency, or size of messages, b) creating, forwarding, posting, or distributing chain messages, or c) any conduct which violates the accepted norms and expectations of the Internet community (ValleyNet, Inc. reserves the right in its sole discretion to decide whether conduct violates accepted norms and expectations).

C. Security

It is strictly prohibited to attempt to circumvent the authentication procedures or security or any host, network, network component, or account (i.e."cracking") to access data, accounts, or servers which the User is not expressly permitted or authorized to access.

D. E-Mail

Users are prohibited from engaging in improper use or distribution of e-mail. A partial list of such improper use includes a) sending unsolicited bulk e-mail ("spamming") irrespective of the purpose for which the e-mails are sent or b) setting up "mailback" or "dropbox" addresses in order to receive responses from unsolicited bulk e-mail, either directly by User or by a third party on behalf of the User.

User understands that ValleyNet, Inc. has the unfettered right to decide whether User's use of ValleyNet is proper and, if it decides that the use is improper, ValleyNet, Inc. has the right to immediately cancel User's subscription.

8. I agree that self-policing is the best policy. If someone engages in objectionable activity from within ValleyNet, I will ask the person to stop. If further action is required, I will follow the complaint procedure established by ValleyNet, Inc.

9. I agree that I am responsible for immediately reporting to ValleyNet, Inc. any network issue that could compromise the stability, service, or security of any use by ValleyNet or its customers.

10. I agree to pay ValleyNet, Inc. for my use of ValleyNet in accordance with a separate fee schedule which is incorporated by reference. I agree to pay costs, including reasonable attorneys' fees incurred by ValleyNet, Inc. in collecting any unpaid fees or other amounts I owe to ValleyNet, Inc.

11. Arbitration

12. a) Any controversy or claim arising out of or relating to this User Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the provisions of this paragraph, the parties agree that ValleyNet, Inc. may, at its option, file a lawsuit to collect any amounts owed to it pursuant to this Agreement.

b) The parties agree to arbitrate the issue of what can be arbitrated and the issue of the validity of this arbitration clause.

c) Arbitration shall be conducted before one arbitrator.

d) Arbitration procedure and enforcement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

e) No party shall be entitled to punitive damages.

f) Arbitration shall occur in White River Junction, Vermont or Hanover, New Hampshire.

g) The arbitrator shall issue a written decision within 14 days of the completion of evidence or post hearing submissions, whichever date is later.

I understand that these User Agreement terms may, from time to time, be modified by ValleyNet, Inc. and that any such modifications will be directed to me electronically to my ValleyNet, Inc. account. Upon such notification, my continued use of ValleyNet, Inc. services constitutes my agreement to abide by the revised terms of the User Agreement.

User Signature: _____

Date: _____

Printed Name: _____