

nTelos Enhanced Data Services Terms & Conditions

The Enhanced Data Services Terms & Conditions contained herein apply to any Enhanced Data Services included but are not limited to BREW®, Wireless Data, Picture Messaging, Video Messaging, LBS, web browsing and premium messaging, or any other Enhanced Data service provided by NTELOS ("NTELOS Enhanced Data Service(s)"). By using any NTELOS Enhanced Data Service, the User/Customer (herein called "Customer") agrees to the following terms and conditions:

Acceptable Use Policy

1. Customer is solely responsible for the content and activities to, from or through the NTELOS Enhanced Data Service. Customer will use NTELOS Enhanced Data Services may only be used for lawful purposes. NTELOS may immediately terminate such service if the NTELOS Enhanced Data Service for any unlawful purpose or if any violation of the Acceptable Use Policy occurs. In addition, in the event that communications by the Customer makes use of the NTELOS network to the detriment of NTELOS network or reputation, NTELOS reserves the right to immediately restrict, interrupt or terminate the Customer's services and/or network use.
 - Harassment, in any form, is prohibited.
 - Reselling or distributing the NTELOS' services, in whole or in part, including but not limited to Enhanced Data connections on a single-user account is strictly prohibited without express written permission of NTELOS.
 - Any use of the NTELOS network for the creation of, relay of, or storage of illegal materials in violation of any Federal law, State law, or other restricted-use regulation and/or fraudulent information is strictly prohibited. Violations include, but are not limited to, copyrighted material, threatening or obscene material, trade secrets, or any material protected by other legitimate restrictions.
 - Peer-to-Peer node hosting and/or server hosting is prohibited.
 - Per minute rate for 10 digit number access applies to all Customers regardless of the location from which the dial-up session is initiated. Customers are advised to contact the NTELOS Wireless Customer Care for no charge wireless connections credentials.
 - Unauthorized access via NTELOS to any computer, facility, network, or combination is strictly forbidden. Any access to other networks through NTELOS must comply with the service agreements appropriate for the accessed network.
 - Customers are responsible for maintaining their own network security when using their own routers or dedicated servers.
2. **WARRANTY:** NTELOS expressly disclaims any and all warranties regarding NTELOS Enhanced Data Service or product provided through, in connection with the NTELOS Enhanced Data Service, or located on NTELOS computers, facilities or elsewhere accessible through Customer's account, including without limitations, any warranties as to the availability of, merchantability of, or fitness for a particular purpose of NTELOS' services. Any software provided in connection with NTELOS Enhanced Data Service is provided "as is" and without warranty of any kind. Use of freeware and shareware programs that may be included on distribution media or obtained from NTELOS is governed by their respective licensing agreements which may contain restrictions on use including, but not limited to, the requirement(s) to pay the author(s) a specified amount after a trial period has elapsed.
3. **LIABILITY:** Customer agrees to indemnify and hold NTELOS harmless from any claims resulting from use of NTELOS Enhanced Data Services. NTELOS shall not be liable for any consequential, special, incidental or indirect damages of any kind arising out of the use of NTELOS Enhanced Data Services (including but not limited to lost data or lost profits), even if NTELOS has been advised of the possibility of such damages.
4. Customer is responsible for the security of account passwords. Availability and access to Customer's accounts by others is strictly prohibited. Customer may not attempt to find or in any manner search out or aid and abet in an attempt by any other person to find the password of another user.
5. NTELOS full-time connections are dedicated services. Dedicated services (maintaining an open access for more than 8 hours) are classified and rated accordingly.
6. Customers are responsible for maintaining their own network security when using their own routers or dedicated servers.
7. NTELOS maintains spam and virus filters for all NTELOS Enhanced Data Services to reduce the flow of SPAM and malicious viruses to customers. Because the nature and appearance of junk email and viruses change over time, it is impossible to filter email with 100% accuracy or reliability.
8. All dial-up accounts will time out if left idle for an extended period of time. Users may not attempt to defeat NTELOS idle time-out regulations.
9. NTELOS reserves the right to change the terms and conditions at any time.
10. Speed of the Service provided may vary with technical factors including, but not limited to, distance from the equipment and condition. All speeds quoted are listed as being approximate, and actual speeds are not guaranteed to match quoted speed. NTELOS High Speed Wireless Data speeds are "best effort" speeds.

PRIVACY POLICY

NTELOS does not share any customer information with any outside entity unless by appropriately served court order.