



Terms of Service

All Gateway Online Internet Service customers enter into a service agreement by virtue of using our products and services. We agree to provide you with those services set forth at the time of signup and you agree to abide by the restrictions made below. In the event of any violation of the below terms and conditions of using our service, we reserve the right to suspend or terminate your account immediately, without notice. If you do not wish to be bound by the below terms and conditions of using our service, then you may not access the service.

Service Agreement Terms and Conditions

These Internet services and servers are operated by Gateway On-Line, a service provided by the Gateway Regional School District, (hereinafter Gateway On-Line). Your agreement for Internet Services is strictly with Gateway On-Line and no other party is authorized to modify the following policies in any way.

Warranty Disclaimer

No warranty's are made regarding the service. We do not guarantee that the service will be uninterrupted or error free. We exercise no control whatsoever over the content of information that is passed through our system. The service is provided on an "as is" basis.

Responsibility of Use

User shall assume all responsibility for all content distributed, accessed, or viewed while connected to our service. Under no circumstance shall we be held liable for your actions while you are using the service. In the event of a court order, we may provide any and all information that they request of us to them.

Limitation of Liability

Under no circumstances shall we, our agents, our providers, or employees be liable for any damages, which result in any way from user's use or inability to use the service or any part thereof. This includes all direct and indirect damages, special, punitive or consequential damages that may result from busy signals, errors, delays in the service, deletion of files, viruses, theft, or alteration of a user's computer. In the event that we are found liable under any circumstance under the terms of this agreement, our liability shall be limited to the unused balance of user's subscription payment prorated to reflect the current term.

Sexually Explicit Materials

As part of our service we do offer both filtered and unfiltered accounts. Unfortunately, no filter is perfect, nor will it block every offensive site on the Internet. Therefore, the user understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. We have no control over and accept no responsibility whatsoever for such materials. For users using the filtered service, if you experience a site that contains inappropriate content we

ask that you report it to support@dialup.grsd.org to be added to our blocked site list.

DIALUP POLICIES

Our dialup connections are not dedicated connections. A dialup account is an account that can be used by a single user for an unlimited length session. This means they can log in and stay logged in for several hours, as long as they are actively using their computer to access the Internet. Please keep in mind, however, that we are a convenience based service, designed to meet the needs of students and families, and not designed for people who require an "always on" connection with long periods of inactivity. Therefore the user agrees to the following terms:

1. User agrees to allow provider to force a 15 minute idle time out and 5 hour maximum session on their dial-up account. Attempts to defeat the idle timer using a ping bot or system tool, or the use of a redialer to automatically reconnect once disconnected is prohibited. Inactivity is defined as less than 500 bytes of data transferred between User's modem and the service.
2. The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one log-in session per system account at any time.

Restrictions of Use

User understands that the following restrictions are applied to the service:

User May Not:

- Send SPAM, or bulk e-mail when dialed into the network.
- Post offensive, threatening, or SPAM, when using the newsgroups.
- Post or transmit viruses or any harmful component to others.
- Transmit anything that is protected by copyright without permission.
- Attempt to violate the security of any computer network
- Engage in any illegal activity.

E-mail Restrictions/Policies

- User may not send to more than 25 recipients at a time.
- User may not attempt to send more than 200 e-mails per hour period.
- User may not send from an e-mail address that is not their own.
- User may not send an e-mail that is over 10 MB in size.
- User may not forge message headers to hide the origin of their e-mail.
- Provider may block certain attachment types used in transmitting viruses.
- Provider may run a virus scanner on all mail and drop mail containing viruses.
- New e-mail is kept on the server for only 60 days.
- Webmail (Inbox) is kept on the server for only 60 days.
- Webmail (Sent folder) is kept on the server for only 30 days.
- Webmail (Trash folder) is kept on the server for only 7 days.

Right to Cancel

We reserve the right to cancel Service for any reason without prior notice. In the event that a user's service is canceled by us for a reason outside of this TOS, we will refund the user the unused portion of that month's service at the time of cancellation.

System Backups

We do not and will not perform system backups on any User's E-mail account(s). We shall not be held responsible for any lost E-mail data, e-mail attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, we will not provide historical data, to any party for any reason, regarding any system or Internet activity.

No Confidentiality

Information transmitted through us and through the Internet in general is not confidential. We cannot and shall not guarantee privacy or protection of any User. We reserve the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of our company.

Privacy Policy

Gateway On-Line has created this privacy statement in order to demonstrate our firm commitment to privacy. The following discloses the information gathering and dissemination practices for this Gateway On-Line web service

Our service's registration form requires users to provide contact information (like their name, e-mail, and postal address) and financial information (like their bank account or credit card numbers). We will use the contact information from the registration forms used to get in touch with the customer when necessary. Financial information that is collected is used to bill the User for products and services that Gateway On-Line provides.

Gateway On-Line will not use or sell your e-mail address for other purposes or to sell your personal data to any 3rd party.

Technical Support

Our technical support staff is available to assist you with any technical problems you may have. Technical support is available via e-mail at support@dialup.grsd.org or by phone at 1-413-685-1020 from 8:00AM to 5:00PM ET Monday through Friday. In addition, there is a 24-hour paging system to notify us of network emergencies.

Telephone Charges

The User is solely responsible for making sure the access number they dial is a local toll-free call. Under no circumstance will Gateway On-Line be responsible for long distance charges incurred to the end user by using the service. If you have any doubts if a number is local, you can determine this by looking in the front of your phone book or by calling your operator and asking for a rate check.

Billing Policy

To reduce overhead for the Gateway Regional School District Business Office we will only process bills on a quarterly basis. The billing periods will be as follows: July 1, September 1, January 1 and March 1. Bills will be mailed two weeks prior to the due date and will be considered due on the specified date of that billing cycle. Any bill not paid within seven (7) days of the due date will be considered in arrears and be terminated. For those signing up for six months or twelve months, billing will occur during the appropriate billing cycle.

Upon signup, the end user will be billed for the prorated portion of the three month, sixth month or twelve month period in which they sign up. In the event that the end user signs up for service after the present period, they will be billed for the prorated portion for the days remaining plus the present period's service fees.

It is the End Users responsibility to make sure that Gateway On-Line always has the most

up to date contact and billing information for their account. If the billing continues to be declined 7 days beyond the due date the account will be subject to cancellation for nonpayment.

Gateway On-line will accept checks, money orders and credit cards for all payments. Under no circumstances will Gateway On-Line be liable for bank fees incurred by the User for Gateway On-Line attempting to charge for service. Refunds for service subscriptions are available by the following calculation: Amount Paid minus number of months since service began * 15.00. A 30 day holdback is placed on all check payments before issuing a refund to ensure that the check has time to clear the bank. No exceptions are provided.

Refunds will be only given upon request in the first thirty (30) days of service if the user states that they were not happy with the service provided and provides a reason for cancellation.

Cancellation Policy

You can cancel your service one of three ways.

By mail to:
Gateway On-Line
12 Littleville Road
Huntington, MA 01050

By Phone to: 1-413-685-1020 (8-5 EST M-F)
By fax to: 1-413-677-8739

Please include your name, address, return phone number, dial-up user name, and e-mail address as well as a request to cancel service and the date you want the cancellation to occur.

Accounts are billed on the 1st day of each quarter. Cancellations are processed at the end of each billing cycle. (ie. if you were last billed on March 1st, your cancellation date would be the end of June). We do not offer prorated refunds for service beyond the initial 30 day guarantee.

Failure to Comply With Terms and Conditions

We may deny User access to all or part of the Service without notice if User engages in any conduct or activities that we in our sole discretion believes violates any of the terms and conditions in this Agreement. If we deny User access to the Service because of such a violation, User shall not have the right (1) to access through us any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through us, and we shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

Miscellaneous

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

Our failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

We may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. Any cause of action User may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

We shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond our reasonable control.

Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming us as the defendant, shall be proper only in a venue determined by us.

In any action between us and User to enforce any of the terms of this Agreement, We shall be entitled to recover expenses, including reasonable attorney's fees.

This Agreement constitutes the entire agreement between User and Gateway On-Line with respect to the Service.