



**Digital Subscriber Line Agreement**  
(attachment to [DSL Application](#))

**DSL/Internet: Terms and Conditions**

The goal of Hawaii Information Service is to provide quality service to our members and customers. The Terms and Conditions agreement is designed to keep Hawaii Information Service and the Internet productive for all of our clients. Violation of these policies may result in suspension or cancellation of Hawaii Information Service services without advance notice.

Hawaii Information Service supports the free flow of information and ideas over the Internet. Hawaii Information Service does not actively monitor or exercise editorial control over the content of any email, mailing list, news group or other material accessible over Hawaii Information Service services. However, Hawaii Information Service reserves the right to take action to remove or prevent the transmission of any materials that Hawaii Information Service does become aware of that are, in Hawaii Information Service's sole discretion, potentially illegal, could subject Hawaii Information Service to liability or violate any of these terms and conditions. Hawaii Information Service reserves the right to recover from Client reasonable labor costs for remedial and preventative actions taken by Hawaii Information Service as a result of the Client. Client is responsible for the actions or their employees or others with access to Hawaii Information Service network resources by way of clients connection to Hawaii Information Service. Client agrees to take prudent action or reasonably enforce the policy by users of their network.

1. 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.
2. You are expected to observe the rules of proper Netiquette in all electronic mail and Usenet postings. If Hawaii Information Service sees or hears of any user activity to the contrary, including but not limited to "spamming", accessing Hawaii Information Service or any other confidential material without authorization, etc., we will investigate the situation and take the necessary disciplinary action, which will include termination of services and possible legal action.
3. Hawaii Information Service respects your privacy and will not deliberately disclose your electronic mail, files, postings to other users. Remember that the person to whom you send electronic mail may not keep it secret. The sender/receiver of the electronic mail has the right to make it public. If we believe certain electronic mail, files or postings are connected with unlawful activities, Hawaii Information Service may disclose them to proper authorities to protect our system, ourselves, and our users.
4. Payments for service is limited to either credit card payment or bank debit for new subscribers. You have the responsibility to keep Hawaii Information Service informed of a current mailing address. Credit Card and bank debit users must keep Hawaii Information Service, informed on the status and validity of your 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.

5. If your credit card or bank debit is declined by the bank, you will be promptly notified by electronic mail, at which time you must either provide another card number by phone, or agree to pay the current period's fee by check. If you do not respond within 10 days of your billing date Hawaii Information Service will suspend your account until any and all outstanding charges are settled. If charges are not settled by the second billing date after initial notification, your account will be terminated. Hawaii Information Service will charge a reconnect fee equal to the original setup fee. Termination of service by Hawaii Information Service in no way waives your liability for outstanding charges. If we are required to take legal action to collect any outstanding charges, Hawaii Information Service shall be entitled to reasonable attorney fees and costs of litigation.

6. Hawaii Information Service reserves the right to change pricing, Terms and Conditions at any time.

7. Finally, you agree that Hawaii Information Service shall not be liable to you for any reason except to the extent that it may be required to refund for prepaid future service. Services must be terminated prior to the first of the month(s), in order to receive a refund. Other than your right to receive refund, you expressly and knowingly agree that Hawaii Information Service shall not be liable to you for any damages, either direct or indirect, including, but not limited to, any compensatory, consequential, special or punitive damage(s) incurred by you as a result of your use of Hawaii Information Service's system even if Hawaii Information Service has been advised of the possibility of such damage or loss. This includes, but is not limited to, loss of data or any other loss whatsoever resulting from delays, non-deliveries, mis-deliveries, service interruptions of any nature whatsoever. In addition, you agree to defend and indemnify Hawaii Information Service and hold proceedings, damages, injuries, liabilities, losses, costs (including TelCo charges) and expenses (including reasonable attorney fees) relating to any acts by you or materials or information transmitted by you or any use by you of Hawaii Information Service's services which leads wholly or partially to claims against Hawaii Information Service or Hawaii Information Service's system by you, by another customer or by any other person or entity.

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