



Áan Chúpphan Karuk Internet Service Provider  
PO Box 1016  
Happy Camp, CA 96039  
530-627-3695  
[www.aanchuuphan.net](http://www.aanchuuphan.net)

## Áan Chúpphan Internet Service Agreement

### Áan Chúpphan Internet Terms and Conditions

#### About These Terms and Conditions

THIS NOTICE DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH THE KARUK TRIBE, D/B/A ÁAN CHÚPHAN, WILL PROVIDE ITS CUSTOMERS WITH HIGH SPEED INTERNET SERVICE ("High Speed Internet Service" or "Service"). BY USING ÁAN CHÚPHAN HIGH SPEED INTERNET SERVICES OR EQUIPMENT, YOU ARE AGREEING TO THESE TERMS AND CONDITIONS. IF YOU SIGNED AN AGREEMENT WITH A PHYSICAL OR ELECTRONIC SIGNATURE, THAT AGREEMENT SUPERSEDES ANYTHING INCONSISTENT IN THESE TERMS AND CONDITIONS.

#### High Speed Internet Service Charges

The applicable charges for the High Speed Internet Service are identified at the time Service is ordered. Unless otherwise prohibited by law or the rates for Service are guaranteed by a contract with Áan Chúpphan, Áan Chúpphan may, in its sole discretion, change or modify the rates you are charged for High Speed Internet Service at any time. We may notify you of any such changes by posting notice of such changes on this website or sending notice via e-mail or postal mail or on your bill. If you continue to use the Service after notice of such change you accept any such modification. If you do not agree to any modification made by Áan Chúpphan, you must stop using the Service and notify Áan Chúpphan.

#### Payments

Áan Chúpphan will bill you monthly for all charges associated with the Service. Payment in full is due no later than the due date indicated on your bill. You are responsible for paying any taxes, surcharges, fees and assessments in connection with these Services. If you have authorized payment for services or equipment by credit card or by debiting a bank account, no additional notice or consent is required before we invoice the credit card or debit the bank account for all amounts due to us for any reason. We may accept late payments, partial payments or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of our rights under this agreement. You agree to pay costs and fees we incur to collect any unpaid balance from you including attorney's fees. A reasonable handling charge, not less than \$10.00, will be

assessed for all checks returned for insufficient funds, closed account or any other insufficiency or discrepancy. Interest at the rate of 1.5% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may be applied in accordance with Áan Chúuphan standard credit policy to any unpaid amount commencing 20 days after the statement date. This late payment fee will be in addition to and not in lieu of any other remedies we may have hereunder or under the law. If we do not receive notice of a payment dispute within 90 days after your receipt of a bill, the bill will not be subject to further challenge.

### **High Speed Internet Access Service**

Customers may not resell Áan Chúuphan High Speed Internet Access Service ("Service") without a legal and written agency agreement with Áan Chúuphan. Customers may not retransmit the Service or make the Service available to anyone outside the premises (i.e., wi-fi or other methods of networking). Customers may not use the Service to host any type of commercial server.

Customers must comply with all Áan Chúuphan network, bandwidth, data storage and usage limitations. Customers must ensure that their use of the Service, including the amount of data sent or received in the course of a month or shorter periods, does not exceed the limitations that are now in effect or may be established in the future. Continued use of the Service will constitute acceptance of any new limits. If Customer's use of the Service exceeds the applicable limitations, that is a violation of these Terms and Conditions. In such cases, Áan Chúuphan may, in its sole discretion, terminate or suspend Customer's Service account or request that Customer subscribe to a version of the Service with higher usage limitations if Customer wishes to continue to use the Service at higher usage levels.

### **Service is Subject to Availability and Compatible Equipment**

Áan Chúuphan High Speed Internet service is subject to availability and technical line/reception qualification. Installation options vary and charges may apply. In order to utilize Áan Chúuphan High Speed Internet service, you must have a computer with a minimum of the following Internet-compatible equipment and software:

- A source of standard 110-120vac 60Hz to operate equipment.
- A computer with one of the following combinations:
  - Windows XP
    - 32 or 64-bit, Home, Pro, or Media Center Edition
    - 256 MB RAM
    - 300 Mhz Pentium compatible CPU
  - Windows Vista
    - 32 or 64-bit, Home Basic, Home Premium, Business, or Ultimate
    - 512 MB RAM
    - 800 Mhz Pentium compatible CPU
  - Windows 7
    - 32 or 64-bit, Home Premium, Professional, or Ultimate
    - 1GB RAM

- 1 Ghz Pentium compatible CPU
    - Macintosh OS X or higher
- Browser software such as Microsoft Internet Explorer 6.0 or higher, Mozilla Firefox, Safari for Macintosh, or Google Chrome
- 300 MB free hard disk space
- A working Ethernet card
- A working CD-ROM drive
- An account with an ISP that supports Áan Chúuphan High Speed Internet service.
- Áan Chúuphan in most cases provides this account to you.

Service shall be considered functional if/when it works at the Ethernet Output jack on the receiver unit supplied by Áan Chúuphan. In no case shall Áan Chúuphan be responsible in any fashion for the failure of Customer equipment to make use of the signal/bandwidth supplied. Neither Áan Chúuphan nor any of its representatives shall have any obligation or authority to connect, configure, install, license, activate, or otherwise work on Customer owned equipment or networks for any purpose.

### **Equipment and Security**

All equipment provided by us or installed by or on our behalf remains the property of Áan Chúuphan. You must return all equipment in the same condition as when provided, normal wear and use excepted, upon termination of Service. Failure to do so will result in a charge to be determined with reference to the Áan Chúuphan then current schedule of equipment charges. You agree to pay such charge(s) whether such equipment is lost (through theft or otherwise) or destroyed.

You are responsible for the security of your computer, hardware, software applications, data and files. Áan Chúuphan shall have no liability for any damage or loss to your computer, hardware, software applications, data and files. We make no representation or warranty that any software or content installed on your computer(s) or downloaded with the Service does not contain a virus or other harmful feature and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature.

### **Limitation Of Liability**

We will not be liable for interruptions in Services caused by failure of your hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Áan Chúuphan, including, but not limited to: acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

OUR LIABILITY REGARDING YOUR USE OF SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES DURING THE AFFECTED PERIOD.

THIS MEANS WE ARE NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEY'S FEES.

### **No Warranties**

Áan Chúpán makes no representation or warranty regarding the actual speed of High Speed Internet or other Services provided by Áan Chúpán. Actual speed may vary and depend on several factors, including Customer location, equipment, and traffic on the Internet. Speed comparisons to dialup based on average download speeds of 28 Kbps and 56 Kbps modems.

WE MAKE NO WARRANTY REGARDING THE SERVICES AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Indemnification Of Áan Chúpán**

You agree that Áan Chúpán, its parent organizations, subsidiaries, and agents in any capacity will not be liable or responsible for any third-party claims or damages that arise from your use or another person's use of the Services or Internet access, further, you agree to reimburse us for all costs and expenses related to the defense of any such claims, including attorney's fees. This provision will continue to apply after the Agreement ends.

### **Termination**

We may discontinue or terminate Service:

1. If you do not honor any provision of this Agreement (including payment obligations to Áan Chúpán for these or any other services).
2. If you use the Service in a manner that adversely affects service to other customers or harasses our customers or employees.
3. If you or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so.
4. Any regulatory agency, legislative body or court restricts or otherwise prevents Áan Chúpán from furnishing Service. If we do not remedy any ongoing breach of the terms and conditions in this Agreement within thirty (30) days after receipt by Áan Chúpán of written notice from you of such breach, you may terminate the Service, which is your exclusive remedy for a breach by Áan Chúpán.

### **Internet Acceptable Use Policy**

You agree not to use or to allow others to use the Service, for illegal or inappropriate activities, including but not limited to invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. You agree to comply with the Áan Chúpán Acceptable Use Policy ("AUP"), which Áan Chúpán may modify at any time. The current AUP is available for

review at the following address, subject to change:  
<http://www.aanchuuphan.net/terms.htm>.

### **No Waiver**

No waiver of any breach of this Agreement will be deemed a waiver of any future breach.

### **Severability**

If any part of the Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

### **Governing Law**

This agreement will be governed by the laws of the State where the Service is provided, without regard to its choice of law rules.

### **Sovereign Immunity**

This agreement does not waive the sovereign immunity of the Karuk Tribe, d/b/a Áan Chúuphan.

### **No Third Party Rights**

This agreement shall not provide any third party with a remedy, claim or right of reimbursement.

### **Assignment**

We may assign this Agreement to another entity without any advance consent from or notice to you. You may not assign this Agreement without our written consent.

### **Our Right To Make Changes**

UNLESS OTHERWISE PROHIBITED BY LAW, WE MAY CHANGE PRICES, TERMS AND CONDITIONS AT ANY TIME BY GIVING YOU 30 DAYS NOTICE BY BILL MESSAGE, E-MAIL OR OTHER NOTICE, INCLUDING POSTING NOTICE OF SUCH CHANGES ON THIS WEB SITE, UNLESS THE PRICES, TERMS AND CONDITIONS ARE GUARANTEED BY CONTRACT. YOU ACCEPT THE CHANGES IF YOU USE THE SERVICES AFTER NOTICE IS PROVIDED.

**Last update:** October 15, 2015

## **Áan Chúuphan Internet Acceptable Use Policy**

The following section of this Document comprises Áan Chúuphan "Acceptable Use Policy" (AUP) as it exists the day that this agreement between Áan Chúuphan and the Customer is entered into. As UCE and "hacking" technology develops at an alarming rate and is expected to continue to do so, Áan Chúuphan reserves the right to add, remove, or modify specific prohibitions from this section of this Document. The

Customer recognizes and agrees that the online AUP prohibitions, to be maintained by Áan Chúpán and always available to all Customers and to the public at the Áan Chúpán web pages supersede the prohibitions listed in earlier versions of this document.

Customer understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice.

Customer shall not do any of the following, or permit any third party under its control (including its customers and their authorized users [ad infinitum]) to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

1. Restrict or inhibit any other user from using and enjoying the Service and/or the Internet.
2. Upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or rights-holder.
3. Use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party.
4. Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason.
5. Post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale".
6. Send Unsolicited Commercial Email (UCE, also known as SPAM) to any number of email users or lists.
7. Maintain, or send email to, "opt-in targeted marketing lists" if the Customer cannot demonstrate, to the satisfaction of Áan Chúpán, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s).
8. Engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.
9. Engage in any of the foregoing activities using the service of another provider, but channeling such activities through a Áan Chúpán account or remailer, or using a Áan Chúpán account as a mail drop for responses to UCE, or hosting a web site that is advertised via UCE that originates from a non-Áan Chúpán connected source, or otherwise requiring return transit through the Áan Chúpán Internet system.

10. Falsify or "spoof" user information provided to Áan Chúpahn or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users.
11. Use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.
12. Advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of Unsolicited Commercial Email (UCE also known as SPAM). Further, if Customer is notified by Áan Chúpahn through any form of communication, or the Customer discovers on their own or through any other means, that the Customer themselves or any third party under his/her control (including his/her customers and their authorized users [ad infinitum]) of a violation of any of the foregoing prohibitions, the Customer will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity.
13. Violates any applicable law, regulation, treaty, or tariff.
14. Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
15. Infringes on the intellectual property rights of others.

The Customer will respond to all violations reported by Áan Chúpahn within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. If a single entity is responsible for multiple violation reports that are sent to the Customer by Áan Chúpahn, only a single response from the Customer back to Áan Chúpahn is required, provided that the Customer has taken whatever action was necessary to stop the current violation and prevent future repeat violations by the offending entity.

If, after the Customer has notified Áan Chúpahn that the Customer has taken action to prevent future violations by a given entity, that entity is found accessing the Áan Chúpahn network, Áan Chúpahn may consider this a breach of its system integrity, and Áan Chúpahn reserves the right to deal with this situation by whatever legal means deemed appropriate by Áan Chúpahn.

Customer acknowledges that mounting complaints shall have a negative impact on the business and/or reputation of Áan Chúpahn. Therefore, notwithstanding anything contained in this Policy or any Service Agreement to the contrary, Áan Chúpahn may elect, at its sole discretion, to logically suspend any Áan Chúpahn provided Internet service connection on its network if reports of abuse, UCE, or other activity deemed to have a negative impact on the network exceeds 60 complaints received in any rolling 30 day period. Prior notification of such action is not required but will be provided within 36 hours of a suspension. Service will be re-established upon the provision of satisfactory assurance to Áan Chúpahn by the Customer that the complaints will not continue to a degree that exceeds the thresholds indicated above.

**Complaints** regarding the violation of any of the above conditions by any Áan Chúpphan downstream networking clients or their customers, should include notification to the Áan Chúpphan Security/Abuse Response Team, 190 Klamath Blvd, P.O. Box 1027, Klamath, CA 95531, in addition to the ISP/NSP the violation actually sourced from.

**Complaints to Áan Chúpphan should:**

1. Be specific as to the nature of the complaint (i.e. UCE, Usenet Spam, etc).
2. Include a copy of the offending message/article with full message or article headers included.
3. Include a trace route or WHOIS output that demonstrates transit through the Áan Chúpphan system to one of the responsible parties; or that they are a networking customer of Áan Chúpphan or a Áan Chúpphan networking partner

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**Remote Access**

Áan Chúpphan does not support remote access at this time.

**Email**

Sending unsolicited bulk email is prohibited. Sending unsolicited bulk email from another provider advertising or implicating, directly or indirectly, the use of any service hosted or provided by us, including without limitation, email, Web, FTP, and DNS services, is prohibited and is grounds for termination of those services to customers or users who engage in the practice. Users who send unsolicited bulk email from our accounts will be charged the cost of labor to respond to complaints, with a minimum charge of \$200. Customers or users who send bulk email to "opt-in" lists must have a method of confirmation or verification of subscriptions and be able to show evidence of subscription for users who complain about receiving unsolicited email. Continuing to send someone email after being asked to stop is considered harassment and is prohibited. Using email to disrupt (e.g., mail bombing, "flashing," etc.) is prohibited. Sending email with falsified header information is prohibited. Chain letters, pyramid schemes, and hoaxes are prohibited.



### **Email Address Harvesting**

Customers and users may not use programs to harvest email addresses from the Internet for the purpose of sending unsolicited email or selling the addresses to others for that purpose. Usenet newsgroups: We place no content restrictions on newsgroup postings by its users except that (a) no illegal content, including pyramid/Ponzi schemes, is permitted and (b) all postings should conform to the various conventions, guidelines and local culture found in each respective newsgroup and Usenet as a whole.

### **Storing files**

The storage of any program, utility or file on our servers the use of which would constitute a violation of this policy is prohibited. For example, it is a violation to store hacker scripts, IRC bots, or spamming software on our servers. Áan Chúuphan reserves the right to modify this policy at any time. Customers will receive prompt notification of all modifications.

### **System Notifications**

Áan Chúuphan reserves the right to implement network changes without prior notification.

### **CHILD PORNOGRAPHY PROHIBITED**

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to Áan Chúuphan. If circumstances indicate that child pornography is apparent, Áan Chúuphan will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. Áan Chúuphan may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

### **Termination of Service**

Áan Chúuphan reserves the right to discontinue service at any time, for any reason, without prior notification. Customers may terminate their account by contacting Áan Chúuphan by telephone at 530-627-3695. Email cancellations will NOT be accepted.

### **Entire Agreement**

These terms and conditions together with the service order and any specific agreement regarding a term commitment and price agreed upon by you and Áan Chúuphan are the entire agreement between you and Áan Chúuphan, which may only be amended as described above. These terms and conditions supersede any inconsistent or additional promises made to you by any of our employees or agents. If you have signed (including electronically) an agreement with Áan Chúuphan including High Speed Internet terms and conditions, in the event of a conflict between that agreement and this document, the signed agreement shall control.

Last Update: October 15, 2015