

Acceptable Use Policy

THIS POLICY GOVERNS YOUR USE OF OUR INTERNET SERVICES. YOU MUST READ AND UNDERSTAND THE TERMS OF THE POLICY BEFORE USING THE SERVICES. YOUR USE OF THE SERVICES MEANS THAT YOU HAVE READ AND AGREE TO ALL OF THE TERMS OF THE POLICY, WHICH WILL BE BINDING ON YOU. IF YOU DO NOT AGREE TO BE BOUND BY THE POLICY, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY US THAT YOU ARE TERMINATING YOUR SERVICES.

KCNET INTERNET ("KCnet"), also referred to as "**we**" or "**our**", is pleased to provide Internet access services to you subject to the terms and conditions of this policy document. As a condition of using the Services, you agree to and must comply with these terms and conditions. "**You**" and "**your**" means you and every person who uses the Services through your computer. Your use of the Services means you agree to these terms and conditions. If you do not agree to these terms and conditions, your sole and exclusive remedy is to discontinue your use of the Services.

- 1) **Services.** KCnet provides various tiers of Internet access services, applications, solutions, content, and certain equipment. KCnet will provide the Services to you subject to the terms and conditions of this policy document, the company's **Acceptable Use Policy**, and, when applicable, a Customer Agreement as well as a Sales Contract signed by you and us. You represent and warrant to KCnet that you are at least 18 years of age. If you require, for a fee, KCnet will provide you with equipment for your use of the Services (the "**Equipment**"). The KCnet Services (including the Equipment) you subscribe to are collectively referred to as the "**KCnet Internet Services**" or "**Services**". For a detailed description, please visit www.kcnet.org. When using the Services, you may be subject to additional terms and conditions.
- 2) **Equipment and Software Requirements.** In order to use the Services, your equipment and software must meet the minimum requirements communicated by us to you from time to time. Unless you update your equipment and software, it may cease to be adequate to access the Services in which case your sole and exclusive remedy is to discontinue your use of the Services.
- 3) **Use of the Services.** You must comply with all applicable laws, and all KCnet policies. Without limitation, you may not use the Services (including the Equipment) to directly or indirectly:
 - (a) access the Internet via the Services using an IP address other than the dynamic IP or static IP addresses assigned to you by KCnet;
 - (b) invade another person's privacy or collect or store personal data about other users; "stalk" or otherwise harass another; harm minors; unlawfully use, possess, post, upload, transmit, disseminate or otherwise make available obscene, profane or pornographic material; post, upload, transmit, disseminate or otherwise make available content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, upload, transmit, disseminate or otherwise make available objectionable information, including without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order or regulation;
 - (c) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of that person, or use any tools designed to facilitate access, such as "packet sniffers";
 - (d) upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright, or other proprietary or contractual right, or related

derivative works, without obtaining permission of the copyright owner or right holder;

- (e) copy, distribute, sublicense or otherwise make available any software we provide or make available to you, except you may make one copy of each software program for back-up or archival purposes only;
 - (f) alter, modify or tamper with the Services (including the Equipment);
 - (g) restrict, inhibit or interfere with the ability of any person to use or enjoy the Internet, the Services (including any Equipment), or create an unusually large burden on our networks, including without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, trojan horse or other harmful, limiting, destructive or debilitating feature; distributing mass or unsolicited e-mail ("spam"); or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
 - (h) disrupt any backbone network nodes or network service, or otherwise restrict, inhibit, disrupt, or impede our ability to monitor or deliver the Services (including any Equipment);
 - (i) interfere with computer networking or telecommunications service to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host;
 - (j) resell or use the Services (including any Equipment) for anything other than your own purposes. Without limitation, you may not use the Services to provide Internet access or any other feature of the Services to any third party; IF AT ANY POINT IN TIME KCNET DISCOVERS THAT YOU ARE SHARING YOUR NETWORK CONNECTION, WITHOUT THE EXPRESS PERMISSION OF KCNET, THEN YOU WILL BE SUBJECT TO A MINIMUM \$10,000.00 FINE PLUS ANY LEGAL FEES.
 - (k) operate a server in connection with the Services, including but not limited to mail, news, file, gopher, telnet, chat, web, or host configuration servers, multimedia streamers, or multi-user interactive forums;
 - (l) impersonate any person or entity, including, but not limited to, a KCnet official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (m) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; or port scan a person's computer without that person's consent, or use any tools designed to facilitate these scans. The Services may immediately be suspended or terminated, without notice to you, if you engage in one or more of these prohibited activities or otherwise breach this policy. Additionally, you may be charged for any costs related to your breach of this policy. KCnet may take any action it deems appropriate without notice to protect its Customers, the Services, Equipment and its facilities for provision of the Services.
- 4) **Multiple Users.** You agree to cause all persons who use the Services through your computer to observe and comply with the terms and conditions of this policy respecting such use. You further agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this policy, whether such breach is the result of use of the Services by you or by any other user using your computer, whether or not authorized by you.
- 5) **Your Responsibility for Security.** The Services use resources shared with many other users. The Services provide access to the Internet, which is used by millions of other users. You are solely responsible for taking necessary precautions, such as having up-to-date anti-virus software, etc., to protect yourself and your equipment, software, files and data against any risks inherent in the use of this shared resource. You are solely responsible for protecting your account and password (if applicable). We are not liable for any claims, losses, actions,

damages, suits or proceedings relating to the sharing of your account and password with others or your failure to take appropriate security measures.

6) **Our Rights.**

- a) **Services-related Information.** We may send you Services-related information by e-mail. Your continued use of the Services means you agree to it.
- b) **General Practices, Limits of Use, Modifications.** From time to time, KCnet may establish general practices and limits concerning use of the Services, and may make modifications or updates to the Services or to your equipment or software. Your continued use of the Services means you agree to them.

7) **Customer Information.**

- a) **Credit Inquiries.** You authorize KCnet to request and obtain credit history information from others. You authorize KCnet to disclose this information concerning you to appropriate third parties for reasonable business purposes. Pending approval of your credit, KCnet may require you to provide a security deposit. KCnet may choose to not provide Equipment or Services based upon your credit standing. If a security deposit is required, KCnet will hold the deposit as partial guarantee payment. The deposit cannot be used by you to pay any bills or to delay payment. 90 days after the termination of a Customer Agreement, any remaining deposit will be returned to you without interest after deducting any charges owed by you to KCnet.
- b) **Disclosure for Promotional and Other Purposes.** Your account information may, on rare occasions, be disclosed to other members of the KCnet organization and to its agents and authorized dealers in order to service your account, respond to your questions and promote additional products and services offered by KCnet that may interest you. If you do not wish to receive offers or information from related KCnet companies, please contact KCnet at support@kcnet.org.
- c) **Privacy Policy.** Information about you is subject to the respective privacy policy of KCnet. For more information, see the privacy policies at www.kcnet.org/privacy.php.

- 8) **Non-recommended Configuration.** You acknowledge that we have informed you of the recommended minimum equipment and software requirements for the efficient operation of the Services. If you proceed with the installation of the Services on one or more computers that do not meet the recommended minimum requirements, you will not be entitled to receive customer support relating to any issues other than the quality of the signal delivered to you.

9) **Ownership.**

- a) **Ownership of Addresses.** You do not own any addresses provided to you hereunder, including, but not limited to IP addresses, e-mail addresses and personal web page addresses. These addresses may be modified, changed or removed without notice to you. You are permitted to use (but not register with any organization) only those IP addresses provided to you.
- b) **Software or Documentation Provided by Us.** Any software or documentation we provide to you remains our property or that of our respective licensors. You will take reasonable steps to protect any software or documentation from theft, loss or damage. You must review and agree to the applicable end user license agreement before installing or using the software or documentation. Unless otherwise provided in the applicable end user license agreement, all end user license agreements will terminate upon termination of this Agreement.

10) **Content.**

- a) **Content.** KCnet does NOT have an obligation to monitor any content or your use of our networks; however, we may monitor or investigate content or your use of our networks. We may also access, preserve or disclose information to comply with legal process in the United States or foreign jurisdictions; operate the Services; ensure compliance with this policy or any additional terms; or protect ourselves, our subscribers and the public. We

reserve the right to move, remove or refuse to post any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this policy.

- b) **No Responsibility for Content.** You may find content accessible through the Services offensive, or not in compliance with applicable law. For example, it is possible to access content that is pornographic, obscene, or otherwise inappropriate, particularly for children. We assume no responsibility for and exercise no control over the content contained on or accessible through the Services. Content you access or transmit using the Services is accessed and transmitted at your own risk, and we are not liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to or transmission of this content.

- 11) **Services Provided "As Is".** THE SERVICES, EQUIPMENT AND ANY SOFTWARE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. WITHOUT LIMITATION, KCNET DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, YOUR CONNECTION TO THE INTERNET, EQUIPMENT, THE SERVICES, OR ANY SOFTWARE PROVIDED BY KCNET OR THEIR RESPECTIVE LICENSORS. YOU BEAR THE ENTIRE RISK AS TO USE OF THE SERVICES, EQUIPMENT AND ANY SOFTWARE AND THE AVAILABILITY, ACCURACY, RELIABILITY, TIMELINESS, QUALITY AND PERFORMANCE OF THE SERVICES, EQUIPMENT, AND ANY SOFTWARE AND THE RESULTS OBTAINED FROM USE OF THE SERVICES, EQUIPMENT AND ANY SOFTWARE. WE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU (WHETHER BY E-MAIL OR OTHERWISE) WILL BE TRANSMITTED, TRANSMITTED IN UNCORRUPTED FORM, OR TRANSMITTED WITHIN A REASONABLE PERIOD OF TIME. WE DO NOT MAKE EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS (INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICES, EQUIPMENT, ANY SOFTWARE OR ANY MERCHANDISE, INFORMATION OR SERVICE AVAILABLE ON THE INTERNET OR THROUGH THE SERVICES EXCEPT AS STATED IN SECTION 16. ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ARE EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KCNET OR FROM THE SERVICES CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

- 12) **Indemnification.** You will indemnify and hold harmless KCnet and each of our affiliates, licensors, suppliers and agents (and their respective employees, officers, directors and representatives) from and against any claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other litigation expenses) incurred by KCnet or each of our affiliates, licensors, suppliers or agents relating to:
- (a) your breach of any term, condition, representation or warranty of this policy or any applicable policy or guideline;
 - (b) your use of or inability to use the Services;
 - (c) any content, including Personal Content, or software submitted, displayed, posted or distributed by you using the Services; or (d) your violation, alleged violation or misappropriation of any intellectual property right or non-proprietary right of a third party.

- 13) **Limitation of Liability.** KCnet will NOT be liable to you or to any third party for:

- (a) any direct, indirect, incidental, special, punitive or consequential losses or damages, including:
loss of profits; loss of earnings; loss, theft, destruction, interception, misdelivery or alteration of data or other information; loss of business opportunities; property

- damage; personal injuries (including death); or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this policy, the Services, any equipment or software, or any oral or written statements,
- (b) advertisements or promotions relating to this policy or to the Services, even if KCnet was advised of the possibility of damages or was negligent; and
 - (c) any losses, claims, damages, expenses, liabilities or costs (including legal fees and court costs) resulting directly or indirectly out of any claim that the use or intended use of the Services, any equipment or software infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights or contractual rights of any third party.
 - (d) These limits apply to any act or omission of KCnet, their respective officers, employees, affiliates, agents or suppliers, whether or not the acts or omissions would otherwise give rise to claims or causes of action in contract, tort, pursuant to statute or pursuant to any other doctrine of law.

- 14) **Arbitration.** Any claim, dispute or controversy (whether in contract or tort, pursuant to statute or regulation, or otherwise and whether pre-existing, present or future) arising out of or relating to:
- (a) this policy;
 - (b) the Services;
 - (c) oral or written statements, advertisements or promotions relating to this policy or to the Services; or
 - (d) the relationships that result from this policy (including relationships with third parties who are not signatories to this policy (collectively the "Claim"), will be referred to and determined by a sole arbitrator (to the exclusion of the courts). You waive any right you may have to commence or participate in any class action against KCnet related to any Claim and, where applicable, you also agree to opt out of any class proceedings against KCnet. If you have a Claim you should give written notice to arbitrate at the address specified in Section 15 If KCnet has a Claim they will give you notice to arbitrate at your billing address. Arbitration of Claims will be conducted in such forum and pursuant to such rules as mutually agreed, and failing agreement will be conducted by one arbitrator pursuant to the laws and rules relating to commercial arbitration in the province in which you reside that are in effect on the date of the notice to arbitrate.
- 15) **Contact Address.** To contact KCnet, call 570-893-8111, send an e-mail to support@kcnet.org, or send written notice to Manager, Customer Care, Keystone Community Network, 18 East Main Street, Lock Haven, PA 17745.
- 16) **Amendment.** We may modify this policy without your consent. We will notify you of modifications by posting change notices on www.kcnet.org, or by sending notice via email or postal mail. You can review the most current version of this policy at www.kcnet.org. Your continued use of the Services means you agree to the amendments. If you do not agree to any modification of this policy, you must immediately stop using the Services and notify us you are terminating your use of the services.
- 17) **Governing Law.** This policy is governed exclusively by the laws of the state in which you are using the Services.
- 18) **Trademark Information.** KCNET INTERNET and the other KCnet marks are trademarks, service marks, and/or registered trademarks of Keystone Community Network, used under license. Without the express prior permission of KCnet's Board of Directors, you agree not to display or use in any manner any of the foregoing trademarks or any other trademarks of KCnet. All other brand names may be trademarks or registered trademarks of their respective owners.

19) **General.** This policy, the Customer Agreement, the Sales Contract, any end user license agreements for software we provide that forms part of the Services, any completed and signed Pre-Authorized Payment form, invoice terms and any additional terms, all as amended from time to time, constitute the entire policy/agreement and supersede all prior policies/agreements, written or oral. The obligations of KCnet are several and not joint. If any portion of this policy/agreement is unenforceable, the remaining provisions continue in full force. Our failure to enforce strict performance of any provision of this policy/agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of this policy/agreement. This endures to the benefit of and is binding on you and your heirs and legal personal representatives. You may not assign or transfer this policy/agreement. This endures to the benefit of and is binding on our respective successors and assigns. The provisions survive termination or expiration of this policy/agreement.

Last modified: September, 2007