



Acceptable Use Policy and Agreement

This Acceptable Use Policy and Agreement (the "Policy" or "AUP") specifies the actions prohibited by Kansas Fiber Network, LLC ("KsFiberNet") to users of the KsFiberNet network ("Network"). KsFiberNet reserves the right to modify this Acceptable Use Policy at any time. You agree to the AUP by accessing or using the KsFiberNet website, products or services, or by sending any electronic transmission through our Network.

General information

KsFiberNet is committed to providing high-quality data services for its customers. KsFiberNet also is committed to being a responsible member of the Internet Community. Therefore, KsFiberNet holds both itself and its customers to a higher standard of accountability as set forth in this AUP. KsFiberNet's AUP specifies the actions prohibited by KsFiberNet to users of the KsFiberNet Network. KsFiberNet reserves the right to modify this Policy at any time. If KsFiberNet receives abuse complaints, KsFiberNet will work diligently to resolve these complaints with our customers. However, if a customer does not abide by KsFiberNet's AUP or otherwise fails to cooperate adequately in the resolution of any complaint, KsFiberNet may restrict or terminate the customer's services, at KsFiberNet's sole discretion, in addition to any other remedy that may be available to KsFiberNet.

Illegal use

The KsFiberNet Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law, policy, rule, or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. KsFiberNet has the right, in its sole discretion, to take such action as necessary, including but not limited to: blocking or suspension or termination of the customer's services, relative to any material that in KsFiberNet's sole judgment violates this Policy. KsFiberNet is not responsible nor will KsFiberNet be liable for the removal of, failure or delay in removing any such material.

System and network security

System or network security violations are prohibited and may result in criminal and civil liability. KsFiberNet will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Forging of any TCP/IP packet header or any part of the header information in an email or a newsgroup posting.

Email

Sending or causing to be sent unsolicited electronic mail messages (spam), including, without limitation unsolicited mail messages regarding commercial advertising and informational announcements, is explicitly prohibited. KsFiberNet customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to a message. Additionally, a valid reply-to address is required for all outbound email. A user shall not use KsFiberNet's mail service to deliver bulk email of 50 or more recipients per mailing, or another site's mail server to relay mail without the express permission of the site. KsFiberNet reserves the right to take any and all legal and technical action required to prevent mail relaying, and unsolicited email from entering, utilizing or remaining within the KsFiberNet Network. A customer running their own mail server may not relay through KsFiberNet's mail servers. If KsFiberNet receives complaints resulting from an open relay, the customer may be subject to network restrictions and/or deactivation.

Distribution of Internet Viruses or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses and other destructive activities such as cracking is expressly prohibited.

Other Activities

Engaging in activities, whether lawful or unlawful, that KsFiberNet determines to be harmful to its subscribers, operations, reputation, goodwill or customer relations is expressly prohibited.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH A KSFIBERNET WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH A KSFIBERNET NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." KSFIBERNET, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. KSFIBERNET DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL KSFIBERNET, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF ITS NETWORK OR WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND-FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES-EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF KSFIBERNET, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY KSFIBERNET NETWORK OR WEBSITE WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF KSFIBERNET, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless KsFiberNet from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our website or Network; or (5) your use of our website or network.

MODIFICATION OF THE POLICY AND AGREEMENT

We reserve the right to modify this Policy at any time, effective upon its posting, as modified, on www.ksfiber.net/aup.

MISCELLANEOUS

Any failure to insist upon or enforce performance of any provision in this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this AUP. KsFiberNet may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this AUP is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.