

ACCEPTABLE USE POLICY

Kansas Broadband Internet has created this Acceptable Use Policy to maintain the integrity of its wireless broadband network and insure that we provide the best Broadband service possible. This policy outlines acceptable use of the Kansas Broadband Internet High Speed Internet Access (the "Service"). As a condition of accessing this Service, you must agree to the following terms and conditions of use ("Policy"). Your failure to comply with this policy could result in the suspension or termination of your service account. Your use of the Service indicates your acceptance of this Acceptable Use Policy.

Prohibited or Actionable Activities

All Kansas Broadband customers are prohibited from activities involving the Service that are illegal, detrimental to the enjoyment of the Service for others, or that would infringe the rights of others, and as a condition of using the Service prohibits you from engaging in the following activities:

Restrictions on Use - You agree to not use the Service to:

- (a) **transmit** any material that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation;
- (b) **harm**, or attempt to harm, minors in any way;
- (c) **impersonate** any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service;
- (d) **transmit** any material that you do not have a right to make available under any law. This includes the infringement of intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- (e) **transmit** any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- (f) **transmit** any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
- (g) **transmit** any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) **use the Service** for excessively high volume data transfers, such as those which, in the view of Kansas Broadband Internet, risk consuming bandwidth to the detriment of other Service users. All customers of the Service suffer from degraded or denied service when one user (or a small group of users) consumes a disproportionate amount of wireless network's resources. Therefore, Kansas Broadband Internet will monitor both overall network performance and individual resource

consumption to determine if any user is consuming a disproportionate amount of available resources and creating the potential to disrupt or degrade the network. When feasible, Kansas Broadband Internet will attempt to contact the user regarding excessive use of bandwidth to help determine the cause and eliminate network congestion;

(i) **use of your account** by others is strictly prohibited. You may not through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited under this policy.

Notice of Violations

If you receive notification of infringement violation as described above, you may be liable to Kansas Broadband Internet, the affected copyright owner, or other parties. Compensation to Kansas Broadband Internet or any affected party for damages incurred in connection with the removal, and/or blocking, as well as any fees associated with the infringed materials may apply.

Reporting Violations

Kansas Broadband Internet advises any person who is aware of a violation of this policy to contact us directly at:

*Kansas Broadband Internet
119 W Iron Ave, Suite 601
Salina, KS 67401
Phone: 877-524-4638*

Disclaimer of Warranties

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Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL KANSAS BROADBAND INTERNET BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER

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