

## KUHN COMMUNICATIONS, INC. ACCEPTABLE USE POLICY

This Agreement is your contract for Kuhn Comm, Inc. Internet Service.

Kuhn Communications, Inc.'s (KCI) goal is to provide our customers with the best residential or business cable internet possible.

**Terms of Service.** This Agreement governs the terms and conditions under which Kuhn Internet Provider ("KCI"), with the assistance of certain vendors provides you, Internet access service including 24-hour access, email addresses, & 24/7 tech support. By using Kuhn Internet Service, you acknowledge and agree to the terms and conditions of this Agreement ("Terms").

Every time you use Kuhn Internet Service, you are agreeing to Kuhn's Terms. If Kuhn Changes the Terms in a way that you do not accept, you may terminate the service as provided.

**Changes in Terms.** Kuhn may change the Terms by email and/or website. Your use of Kuhn Internet Service after the effective date of any change in the Terms shall constitute your acceptance of and agreement to such change.

**Charges, Billing, and Payment.**

1. **Rates.** You can learn the current rates for Kuhn Internet Service and related fees by telephoning (717-532-8857, charges for additional usage, if any, are billed in arrears. The basic rates and usage rates do not include taxes or governmentally-required surcharges, for which you are also responsible.
  2. **Billing.** Unless you authorize Kuhn to charge your credit card automatically each month, Kuhn will bill you monthly by email. The fixed monthly rate is payable in advance on or before the 15<sup>th</sup> of the monthly billing cycle. Usage charges, if any, are billed in arrears.
  3. **Payment.** You shall pay upon demand all amounts due to Kuhn. Checks for payment should be made payable to "Kuhn Communications, Inc.". If you pay by credit card, your agreement with the card issuer, and not this Agreement, governs your rights and liabilities as a cardholder.
  4. **Billing Disputes.** Unless you notify Kuhn of an error in billing within (30) days after it first appears on your account statement, the statement will be deemed accepted by you for all purposes, including resolution of inquiries made by or through your credit card issuer. You release Kuhn from all liabilities and claims resulting from any billing error not reported to Kuhn within thirty (30) days after the date of the statement on which it appears.
  5. **Late Payment; Non-Payment.** If Kuhn does not receive the full amount you owe for Kuhn Internet Service and related fees within fifteen (15) days after the date of Kuhn's statement, you shall owe Kuhn a service fee per month on the outstanding balance until paid. You shall also be liable for all costs of collecting any unpaid balance on your Internet Service account(s) with Kuhn, including any additional Court fees. If any amount remains unpaid for more than thirty (30) days, Kuhn shall have the right to terminate your Kuhn Internet Service.
  6. **Credit Check.** You authorize Kuhn to do any credit verification Kuhn deems necessary and such verification may be done at any time while you are receiving Kuhn Internet Service. Credit verification may include a review of credit reports received from any commercially available credit bureau. You agree to provide Kuhn with such personal information as may be required by Kuhn in order to determine your credit worthiness, and you represent and warrant that all of such information is true and correct. You acknowledge that credit privileges, if granted, may be withdrawn at any time. Any telephone charges incurred are your responsibility, including long distance charges, if any.
  7. **Charges Not Included.** Telephone. You are responsible for all telephone company usage charges associated with connection Kuhn Internet Service. It is your responsibility to determine the dial-in number to use that will avoid toll usage charges.
- Customer Charges.** You may incur charges while using the Internet, for example, for using on-line information services and shopping on-line. You are solely responsible for those charges.

**Attended Use Required.** Although Kuhn provides 24-hour access to Kuhn Internet Service, you shall not allow your computer to remain connected to the Internet unless someone is attending the computer and actively using

internet service. Unattended, inactive connections to the Internet cause network congestion and may cause delays for other; accordingly, Kuhn reserves the right to disconnect your computer from the Internet if it detects a prolonged period of inactivity.

**Content.** As used in the Agreement, "Content" means the information, software, graphics, photographs, video, speech, sounds, music, and other material and services communicated through Kuhn Internet Service.

**No Liability.** Kuhn makes no representations, warranties, or promises as to, and you must bear the risk of relying on, the accuracy, completeness, or usefulness of any Content. As a matter of policy, Kuhn does not screen or filter any Content and has no obligation to monitor Content. Accordingly, neither Kuhn nor any of its Vendors shall have any liability whatsoever for any action or inaction by Kuhn or any of its Vendors with respect to Content.

**Third Party Conditions of Use.** Content is provided by persons and entities not under the control of Kuhn, and such other Internet service providers have their own terms and conditions of use. Violation of any of those terms of use may subject you to termination of Kuhn Internet Service.

**Content Rights.** Kuhn and its Vendors reserve the right (but shall have no obligation) to monitor Content and to remove Content that Kuhn or any of the Vendors deems unacceptable, undesirable, or in violation of this Agreement. Kuhn and its' Vendors reserve the right to disclose any Content and to identify the responsible customer as may be required by law, or to operate Kuhn Internet Service properly, or to protect itself or its other subscribers.

**Parental Guidance.** Content may include material inappropriate for minors; Kuhn recommends that you guide your minors' use of the Kuhn Internet Service directly and/or consider using commercially-available tools that enable you to restrict access to certain Internet areas and other features of the Kuhn Internet Service that may be inappropriate for minors, at your sole cost and risk. Kuhn makes no warranties with respect to such tools.

**Network and Usage Restrictions, Appropriate Use.** Use the service for any purpose other than personal and non-commercial residential use except for individual use for telecommuting. Use the service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether non-profit or not).

Kuhn reserves the right to terminate your Kuhn Internet Service immediately without notice if, in Kuhn's sole discretion, you do not use Kuhn Internet Service in an appropriate and lawful manner. You shall not use and shall not allow others to use Kuhn Internet Service in, directly or indirectly, to:

1. Post, transmit, or promote any Content that defames or libels Kuhn or any other person, or that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, indecent, obscene, sexually explicit, hateful, or racially, ethnically, or otherwise objectionable or offensive; or
2. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material that is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder or access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person; or
3. Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects any other person; or
4. Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use; or
5. Post or transmit chain letter or pyramid schemes; or participate in collection of very large number of email addresses, screen names, or other identifiers of others (without prior consent) sometimes known as harvesting, spidering, or participating in the use of "spyware" or perform any other similar fraudulent activity (ex. "phishing").
6. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other Kuhn subscriber without permission; or
7. Post or transmit any communication or solicitation designed or intended to obtain password, account, or private financial information from any other person; or
8. Violate any operating rule, policy, or guideline of any other Internet service provider; or
9. Violate any applicable local, state, national, international, or foreign law, including but not limited to any rule or regulation having the force of law and including but not limited to export and encryption laws and regulations of the United States; or

10. Copy, distribute, or sublicense any software provided by Kuhn or violate the terms under which it was provided to you, except that you may make one copy of each software program for back-up or archival purposes only; or  
11. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy Kuhn Internet Service. Your use of Kuhn Internet Service and the Internet is solely at your own risk.

Data Consumption: Customers can check their current data usage on our website: [www.kuhncom.net](http://www.kuhncom.net) under "Customer Usage Meter". Call our office for instructions.

Security. Because the Internet is a resource shared among many users, there is a risk that you could be subject to a variety of security breaches, including but not limited to eavesdropping, denial of service attacks, and receipt of corrupted files or viruses. This means that other people may be able to access, monitor, and/or alter your files, data, or other traffic sent or received using Kuhn Internet Service, or negatively affect your ability to use the service, or both. All information sent by you over Kuhn Internet Service is sent at your sole risk, and Kuhn Shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to such actions.

Limited Warranty. Kuhn shall use commercially reasonable efforts to provide you high quality Kuhn Internet Service, but Kuhn does not guarantee that you will be able to access the Kuhn Internet Service at a particular speed, time, or location or that Kuhn will have adequate capacity for the Kuhn Internet Service as a whole or for particular purposes. Interruptions in Kuhn Internet Service may occur due to scheduled maintenance or failure of hardware or software, as well as acts of God. Kuhn does not warrant that any data or files sent by or to you will be transmitted in uncorrupted form. All representations, warranties, endorsements and conditions of any kind, express or implied, including, without limitation, fitness for a particular purpose, merchantability, and those arising from a course of dealing or usage of trade, are hereby excluded.

Transactions. Kuhn does not endorse, warrant, or guarantee any product or service offered through Kuhn Internet Service and shall not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Limitation of Liability. The following limitations apply to the acts, omissions, negligence, and gross negligence of Kuhn, its officers, employees, agents, contractors, or representatives, which acts, omissions, negligence, or gross negligence, but for this provision, would give rise to a cause of action against Kuhn in contract, tort, or any other legal doctrine. Your sole and exclusive remedies under this Agreement are as expressly set out in this Agreement.

1. Service. Kuhn shall not be liable to you or anyone else for any special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage arising out of interruptions, errors, or defects, in installation, provision, termination, maintenance, repair, or restoration, of Kuhn Internet Service, however caused, or for damage to, loss of, or destruction of, any software, files, or data (collectively, a "Loss"). Kuhn's liability for direct damages for a loss caused by the ordinary negligence of Kuhn shall not exceed the amount you paid for the affected service for the period of time it was affected. Kuhn's liability for any direct damages for a loss caused by the gross negligence on the part of the Company shall be limited to \$2500. Kuhn shall not be liable for any loss due to causes beyond its control.

Software. Kuhn shall not be liable to you or anyone else for any special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage, for faulty software provided by Kuhn. Kuhn's entire liability to you for defects in software provided by Kuhn, and your exclusive remedy, shall be limited to replacement of the software.

Intellectual Property Rights. Kuhn shall not be liable to you or anyone else for any losses, claims, damages, expenses, liabilities, or costs (including legal fees) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit, or other proceeding based upon a claim that your use of Kuhn's Internet Service or use by a third party infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights, or contractual rights of any third party.

Indemnification. You agree that upon request by Kuhn you will defend, indemnify, and hold harmless Kuhn, its officers, directors, agents, employees, and Vendors, from all claims. Liabilities, and expenses, including attorneys' fees, that arise from your breach of this Agreement, including without limitation:

1. Any breach of this Agreement by you or anyone you permit to use your Kuhn Internet Service ("Users");

2. You or any Users' use of Kuhn Internet Service or the Internet for the placement or transmission of any information, software, or other materials on the Internet;
3. Your acts or omissions or those of your agents or contractors in connection with, among other things, the installation, maintenance, presence, use, or removal of equipment or software not provided by Kuhn connected or to be connected to Kuhn Internet Service; and
4. Claims for infringement of any third party proprietary right, including copyright, patent, trade secret, and trademark rights, arising from the use of any services, equipment, or software not provided by Kuhn. Kuhn reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Kuhn is entitled to indemnification hereunder.

#### Termination. Your Voluntary Termination

1. Notice Required. In order to terminate your Kuhn Internet Service, you must give notice to Kuhn either by phone, email ([kuhncom1@kuhncom.net](mailto:kuhncom1@kuhncom.net)) or by United States mail (Kuhn Communications, Inc.; 301 West Main St, Walnut Bottom, PA 17266). Effective upon Kuhn's receipt of notice of termination, and not before, Kuhn shall stop charging you for Kuhn Internet Service.
2. Refunds. Upon termination of Kuhn Internet Service, Kuhn will refund any unused portion of fixed monthly rates paid in advance, except in the case of early termination of Kuhn Internet Service arrangement requiring a minimum number of months' service in return for a discounted rate, in which event the regular (non-discounted rate) shall be applied to the months of service furnished by Kuhn, in order to determine what, if any, balance remains for refund. All equipment if rented must be returned in good, working order to receive refund, if any for services paid in advance.
3. Involuntary Termination for Misuse or Nonpayment. In the event Kuhn exercised its right to terminate Kuhn Internet Service to you in accordance with the provisions of this Agreement, it may terminate Kuhn Internet Service to you in accordance with the provisions of this Agreement, it may terminate Kuhn Internet Service with immediate effect without prior notice, and Kuhn shall not be obligated to refund any prepaid amounts. If you cancel or your account is terminated for any reason, all email associated with that account and any secondary account(s), will be permanently deleted as well.
4. Payment Upon Termination. Upon termination of Kuhn Internet Service for any reason, all charges incurred for Kuhn Internet Service, together with interest owed for late payments, if any, shall become immediately due and payable.

Entire Agreement. This Agreement contains and refers to the entire agreement of the parties relating to the rights granted and obligations assumed in the Agreement. Any oral representations or modifications concerning this Agreement shall be of no force and effect unless contained in a subsequent written modification signed by both parties to this Agreement.

Headings. The headings in the Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this Agreement.

No Waiver. No course of dealing or failure of either party to enforce strictly any right, term, or condition of this Agreement shall be deemed or construed as a waiver of such right, term, or condition.

Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect.

Broadband Modem. You must connect a Broadband modem to your computer in order to use the Kuhn Broadband Internet Service.

Broadband Router. If you intend to provide shared access over a local area network with Kuhn Broadband Internet Service, a Broadband router must be installed.

Equipment Compatibility. You shall be solely responsible for the installation, operation, maintenance, use, and compatibility (with Kuhn Broadband Internet Service) of your computer system and related equipment and any Broadband-related equipment or software not provided by Kuhn. In the event that your equipment or software not provided by Kuhn impairs your use of Kuhn Broadband Internet Service, (i) you shall nonetheless be liable for payment of all Kuhn Broadband Internet Service charges; and (ii) Kuhn shall not be responsible for meeting any service specifications or performance levels generally applicable to the Kuhn Broadband Internet Service.

Equipment Furnished by Kuhn; Limited Warranty. Kuhn shall not be responsible for the ongoing operation of the Broadband modem or other equipment furnished by Kuhn, and Kuhn shall have no obligation to maintain such equipment, nor an obligation to secure maintenance services on your behalf.

Circuit Speed. Actual data transfer or throughput may be lower than the minimum connection speed or “sync-rate” due to Internet congestion, server, or router speeds, protocol overheads, and other factors that cannot be controlled by Kuhn.

However, Kuhn shall make every commercially reasonable effort to deliver to you the highest possible quality of Broadband Service.

This limited warranty does not apply (i) to issues involving your computer or software; (ii) if your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident, or abuse, or damaged by any other external cause; or (iii) any person other than Kuhn or its contractor has installed the Kuhn Broadband Internet Service and related equipment.

This limited warranty shall be in lieu of all other express or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

Activation at Fixed-location. The service may not be moved to a different location. Transferring the service to a different place within a location may require further activation work by Kuhn or its agents, contractors, or representatives, at additional cost. If you change premises, you shall notify Kuhn, to either terminate your service or if new premises in our system, to move services to new location.

Installation By Kuhn. 1. Back-Up requirements. The installation, use, inspection, maintenance, repair, and removal of the Broadband equipment may result in service outage or potential damage to your computer. You are solely responsible for backing-up all existing computer files by copying them to another storage medium prior to installation of the Broadband equipment, and prior to any inspections, maintenance, repair, or removal of the Broadband equipment.

Kuhn Access; File Modification. When you have Kuhn Internet Service installed, you authorize Kuhn to enter your premises at a mutually agreed time, to re-boot system, test the service, and perform similar functions necessary for a successful installation. As part of the installation process for the Broadband software, as when most software is installed on a computer, system files on your computer such as INI, BAT, SYS, and DLL files may be modified or deleted. Kuhn does not represent, warrant, nor covenant that such modifications or deletions will not disrupt the normal operations of your computer.

Limitation of Liability. Kuhn and its’ employees, agents, contractors, and representatives shall have no liability whatsoever for any (i) damage to or loss or destruction of your software, files, or data arising out of installation by Kuhn; or (ii) damage to your computer or peripheral equipment caused by Kuhn in the course of installation or (iii) impacts upon or loss of any computer or software.

Appropriate Use. Kuhn reserves the right to terminate your Kuhn Internet Service immediately without notice if, in Kuhn’s sole discretion, you do not use Kuhn Internet Service in an appropriate and lawful manner. You agree not to use or to allow others to use Kuhn Internet Service, directly or indirectly, to violate any of the provisions of this Agreement; or Disrupt, abuse, or cause degradation of service in the Kuhn’s backbone network nodes or network services or the network nodes of other Kuhncom.net users; or

Resell the Kuhn Internet Service, or bandwidth, or use the service for operation of an Internet service provider business or for any other business enterprise in competition with Kuhn (except with the prior written approval of Kuhn and compliance with all conditions imposed by Kuhn for granting such approval); or

Redistribute your residential Kuhn Internet Service to anyone not a member of your household; or

Access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person.

If you engage in any of these activities, Kuhn may immediately terminate your Kuhn Internet Service.

Security.

1. Firewall, Anti-virus Recommended. It is your responsibility to safeguard your computer system, through appropriate means (e.g., using commercially available software or hardware) from theft, unauthorized use, or

system corruption. If you fail to secure your system properly and that causes any detriment to the network, Kuhn may immediately terminate your Kuhn Internet Service. Kuhn HIGHLY recommends that you purchase and install a commercial firewall package and anti-virus package. Kuhn shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your failure to safeguard the security of your system, software, and data.

Kuhn recommends against enabling file or printer sharing unless you do in strict compliance with all security recommendations of the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a LAN (for example), must be protected with a strong password. You are solely responsible of any device you connect to the Kuhn Internet including any shared data stored on that device. It is also the customer's responsibility to secure all equipment and programs not provided that connects to Kuhn Internet service from external threats such as viruses, spam, bot nets and any other method of intrusion.

#### Limitation of Liability for Equipment.

Kuhn shall not be liable for any direct, special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage, for defective equipment provided by Kuhn.

Internet Protocol Address. You shall have no ownership interest in any Internet Protocol address provided by Kuhn. Kuhn shall retain ownership of all such addresses and, upon termination of this Agreement, you shall no longer have access to or use of any such address.