

## **Acceptable Use Policy**

Kuhn Communications, Inc. (“Kuhn”) is pleased that you have chosen Kuhn Broadband service (the “Service”). Our goal is to provide you and our other subscribers with a high-quality Internet experience. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. As with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations and responsibilities and each user must consider that all users should be able to use the Service and Internet as they wish without disruption, interference or other negative consequences.

This Acceptable Use Policy (“AUP”) has been designed to protect our Service, our subscribers and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. This AUP should be read in conjunction with the terms and conditions contained on Kuhn Installation Checklist and the KCI Equipment Agreement, Kuhn’s Internet Privacy Policy contained on this website, Kuhn’s Broadband Internet Access Service Disclosure, and other applicable policies. Violation of any term of this AUP may result, in the immediate suspension or termination of either your access to the Service and/or your Kuhn account.

By using the Service, you agree to abide by, and require others using the Service through your account to abide by, the terms of this AUP. Kuhn reserves the right to update the policy from time to time, effective upon posting of the modified policy to this page. You are encouraged to consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY KUHN CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

### **Illegal Use**

The Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law 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, defamatory, constitutes an illegal threat or violates export control laws. The Service is designed for either personal, non-business-related use of the Internet (“Residential Service”) or for commercial (whether or not for profit) purposes (“Business Service”). Residential Service may not be used for commercial purposes and violation may result in either termination of the Service or the option to convert to Business Service. Subscribers may not resell, share or otherwise distribute the Kuhn Service, or any portion thereof without the express written consent of Kuhn.

### **System and Network Security; Prohibited Acts**

Violations of system or network security, engaging in unlawful conduct or otherwise violating the law through use of the Service is prohibited, and may result in criminal and civil liability. Kuhn reserves the right to investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of 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.
- Unauthorized attempts to gain access to the account of another subscriber of the Service, whether or not the attempt succeeds.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Intentional interference with service to any user, host or network including, without limitation, port scanning, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.
- The use of any device, whether hardware or software, that artificially maintains a full-time connection to Kuhn's equipment.
- Posting, transmitting, or distributing content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, or promotes violence.
- Restricting, inhibiting, or otherwise interfering with the ability of any other person to use or enjoy their equipment or the Service, including without limitation, by intentionally transmitting any file or material which contains a virus, worm, or other harmful component or feature.
- Using the Service in any way that violates copyright, trademark or other laws protecting the intellectual property rights.
- Using the Service to engage in any activity that is a violation of any U.S. law or regulation; state law or regulation; common law; or the laws and regulations of any jurisdiction in which Kuhn does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary rights statute.

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. At a minimum, any files or service a subscriber elects to make available for remote access via the Internet should be password protected.

### **Other Service Parameters**

Residential Service tiers are for residential use. If you use the service in excess of the data transfer limitation of 2 TB you will be charged additional fees as set forth in our terms and conditions for usage above the allowance according to your plan. You can check your data usage at <https://kuhn.openvault.us/um/index.action>. It is your responsibility to assure that your usage is in compliance with Kuhn's policies, and Kuhn's failure to notify you will not relieve you of responsibility for additional fees. In the event that your usage is consistently in excess of your data transfer limitation, you may wish to subscribe to a version of the service (such a Business Service Internet tier, if appropriate) that aligns with your usage patterns.

## **Use of E-mail**

The following E-mail activities are strictly prohibited:

- Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements;
- Forging, altering, or removing e-mail headers;
- Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in Kuhn's reasonable judgment, is disruptive or generates a significant number of user complaints;
- Using another site's mail server to relay mail without the express permission of the site;
- Harassment, whether through language, frequency or size of messages or sending e-mail to a person who does not wish to receive it.

By reserving these rights, Kuhn is not undertaking any obligation to monitor the pool of e-mail addresses and has no liability for failing to do so.

## **Unsolicited Bulk E-mail (Spam) Filtering Services**

Kuhn may elect at any time to take appropriate measures to reduce the amount of unsolicited bulk email that enters its network. This may include the use of software that detects and deletes unsolicited bulk email and/or viruses from your inbox as applicable. This may also include the use of software from a third-party in combination with other filtering services. While you may be provided the ability to "opt-out" of some of these services, Kuhn reserves the right to make the use of some means of filtering mandatory for all Kuhn users. Due to the volatile nature of the Internet and its offerings, Kuhn makes no guarantee of the accuracy to the performance of these filtering systems. Any email message that is identified by these filtering services as unsolicited bulk email may be deleted from the Kuhn Network prior to delivery to you without notification to you or the message originator.

## **Copyright/Intellectual Property Infringement**

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like Kuhn address claims of online copyright infringement. As required by the DMCA, Kuhn has adopted a policy to suspend or terminate broadband services to account holders or subscribers who repeatedly infringe copyrights.

Kuhn accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

## **Questions**

If you have any questions concerning the policy, please contact Kuhn at: 717-532-8857.