

# Acceptable Use Policy

This Acceptable Use Policy sets forth the specific actions that are prohibited by Ozark Communications Services ("OCS"), a Missouri Limited Liability Company, and applies to all users of OCS services. This Acceptable Use Policy was formulated with the goal of enhancing the use of the Internet by preventing unacceptable use. The use of the Services constitutes acceptance of and agreement to abide by all of the policies set forth in this policy, which are in addition to and supplement the Terms and Conditions.

OCS supports the free flow of information over the Internet and does not actively monitor the use of its services under normal circumstances. Furthermore, OCS does not monitor the integrity, accuracy or quality of the information transmitted via the Services and it assumes no liability to its Subscribers or to any third parties for the content of such information. However, we may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Violations of this policy may result in immediate suspension and/or termination of the Services.

1. As an OCS Subscriber or user, you hereby agree that you will not use the Services: For illegal purposes or to further illegal activities. As clarification and not a limitation of the foregoing, you agree that you will not upload, download, post, distribute or facilitate the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that you access through the Services that:
  - a. Constitutes an unauthorized reproduction of copyrighted or other protected materials;
  - b. Violates U.S. export control laws; or
  - c. Is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or invasive of another's privacy;
  - d. Violates any applicable local, state, national or international law, or any rules or regulations promulgated there under;
  - e. Is harmful to minors;
  - f. Is construed to be harassing to others.
2. To access hosts or networks without the explicit authorization of the administration of those systems.
3. To resell OCS services without authorization.
4. To collect personal data about a third party without their knowledge or consent.
5. To breach the security of a host, network component, or authentication system without the explicit permission of the administration of those systems.
6. To monitor data on any network or system without the explicit authorization of the administration of that system or network.
7. To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device, or network component.
8. To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
9. To forge data with the intent to misrepresent the origination user or source.
10. To send unsolicited, mass electronic mail messages to one or more recipients or systems (known as 'Spamming'). Any electronic messages, which are sent in an unsolicited manner to 10 or more recipients, or any series of unsolicited electronic messages to a single user, qualifies as Spamming.
11. To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the Services ('Spoofing').

Subscribers or visitors who engage in such violations are solely responsible for the cost of labor to cleanup and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by OCS. Labor is categorized as emergency security breach recovery and is currently charged at \$175 USD per hour.

## Terms of Service

Ozark Communications Services ("OCS") provides its services to you subject to the following Terms of Service ("TOS").

### **Bandwidth Consumption**

A high-speed Internet connection provides a more enjoyable and useful Internet experience, but it also enables the transfer of very large amounts of data. OCS will not, at this time, impose specific limits on monthly data transfer but we also do not allow completely unlimited consumption of bandwidth.

OCS does monitor bandwidth utilization and consumption patterns for all subscribers. If you use your Internet service in a manner which consumes excessive bandwidth or affects OCS's core equipment, overall network performance, or other users' services, OCS may require that you cease or alter these activities, or pay additional fees for continued consumption of a disproportionately large share of bandwidth.

OCS determines in its sole discretion what constitutes a reasonable use of bandwidth, but OCS offers the following guidance: If you transfer more than 10GB per month on a residential account or 20GB per month on a business account, or your consumption pattern degrades performance for other users, OCS would likely contact you to discuss the situation.

Residential subscribers may not run any type of server, including, but not limited to, DNS servers, mail servers, ftp servers, game servers or P2P servers. Business subscribers may run servers based on the pricing plan they have selected and the number of IP addresses they are paying for.

### **Our Responsibilities**

OCS will deliver a working Internet connection to a termination point through a router supplied by us. We are not responsible for your computer or software. If your computer is not capable of running a high speed Internet connection or needs configuration to work in a network, we will be happy to configure, upgrade, or repair your computer for our normal service fee rate of \$45 per hour. If you want multiple computers networked together to share the Internet connection we can provide that service at our normal service fee rate. The monthly fee that you pay OCS is for Internet access ONLY and

## Terms of Service (cont.)

we will provide any and all technical support related to your radio or antenna at no charge. Any technical support supplied by OCS for issues that are not related to our equipment or connection will be billed at our normal service rate.

### **Security**

You are solely responsible for any breaches of security affecting servers, routers, workstations or other systems under your control. If your system is involved in an attack on another network or system, it will be shut down and an immediate investigation will be launched to determine the cause/source of the attack. In such event, you are responsible for the cost to rectify any damage done to your server and any other requirement affected by the security breach. You are solely responsible for the security of your computer system(s). We can recommend software to protect your system from intrusion and attacks and our technician can install and configure such software at our normal on site service rate of \$45 per hour. We REQUIRE that you run some type of firewall and virus software to protect your system and keep your virus definitions up to date. If your computer becomes infected with a virus we will disable your service until such time as your computer is free of infection. We can clean and repair your computer at our normal service fee rate of \$45 per hour.

### **Lawful Purposes**

OCS network may only be used for lawful purposes. Transmission, distribution or storage of any information, data or material in violation of local, state or federal regulations or laws is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret or other intellectual property rights. The downloading, sharing, or uploading of any copyrighted material is strictly prohibited by law and we will comply with any and all federal or state statutes in providing information to law enforcement agencies as required. There are many news stories available on the Internet about the lawsuits being filed against Internet Service Providers and end users by the Recording Industry of America (RIAA) and the Motion Picture Association of America (MPAA). Please understand that we will do everything possible to protect your privacy as long as you are not using our services for illegal purposes. But if you are downloading and / or sharing copyrighted material illegally, we will be forced to turn over your personal information to any law enforcement agency that presents us with a subpoena.

### **Terms of Use**

As a user of OCS, you agree that you are at least 18 years of age, or have permission from a parent or guardian to use this service, and that you have read and agree to abide by OCS's policies. It is understood and agreed that information on the Internet may be unedited, uncensored and offensive to you, and that you access such information at your own risk. OCS does not censor the Internet and has no control over what data is transmitted to you.

OCS reserves the right to refuse service to anyone for any reason whatsoever. As a user of OCS, you agree that your access to and use of OCS's services is subject to all applicable federal, state and local laws and regulations. You agree not to use OCS's services in a manner that violates any local, state or federal regulations or laws. You also agree not to use OCS's service for abusive, profane, libelous, slanderous, threatening or otherwise harassing posts or purposes.

### **Modifications to TOS**

OCS reserves the right to amend, revise or modify these TOS at any time by posting the amended TOS on <http://www.ozarkcom.com> or by otherwise notifying you of the modified TOS. The modified TOS shall be effective automatically upon being posted on this site and you are deemed to be apprised of and bound by any modifications to these TOS. Your continued use of the OCS's services will be deemed your agreement to the modified TOS.

### **Violation of TOS**

OCS reserves the right to seek all remedies available at law and in equity for violations of these TOS, including the right to block access to or discontinue your OCS services.

### **Disclaimer of Warranties; Limitation of Liability**

OCS'S SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. OCS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OCS MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF OCS'S SERVICES WILL BE ERROR FREE. UNDER NO CIRCUMSTANCES WILL OCS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OF OCS'S SERVICES WHETHER OR NOT OCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OCS'S AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (a) THE TOTAL FEES ACTUALLY COLLECTED BY OCS FROM YOU IN THE PREVIOUS THREE (3) MONTHS OR (b) \$100. OCS WILL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. Some states do not allow the exclusion or limitation of warranties and/or incidental or consequential damages, so the above limitation and exclusions may not apply to you.

### **Choice of Law; Indemnification**

You and OCS agree that the law of the State of Missouri, U.S.A. will apply to all matters relating to these TOS and to OCS. In addition, you and OCS agree and consent that the courts of Branson, Missouri, U.S.A. will have exclusive jurisdiction and be the exclusive venue for any legal actions relating to these TOS or to the services provided hereunder. You agree to defend, indemnify and hold harmless OCS, its officers, directors, employees, agents and licensees, from any claims, actions, demands, losses, damages and expenses, including, but not limited to, reasonable attorneys' fees, made or incurred by any third party arising out of or relating to your use of OCS's services.

### **Assignability**

You have no property rights in the email and Web page addresses supplied by OCS, and you understand that OCS reserves the right to assign or otherwise transfer these TOS without your consent; however, you may not assign or transfer these TOS. If any part of these TOS are unacceptable to you, you agree that your only remedy is to immediately terminate your use of OCS services. These TOS shall automatically renew on the stated periodic basis unless terminated by either party giving the other thirty (30) days written notice.

### **Spamming**

Distribution of unsolicited emails is against local, state or federal regulations and laws and will result in the termination of your account without notice. OCS will fine you \$100 per incident of spamming AND \$100 for each complaint received for spamming from your account.

### **Privacy Policy**

OCS respects your privacy and will not knowingly distribute, or cause to be distributed, your personal information to any entity for any reason. The only exception would be to comply with law enforcement agencies as required by law.