

# **Kudzu Networks**

## **Wireless Internet Service Acceptable Use Policy**

This is KUDZU NETWORKS's policy on the acceptable use of the Service. It is designed to help protect the Service, KUDZU NETWORKS's customers, and the Internet community, from irresponsible or illegal activities.

KUDZU NETWORKS reserves the right to deny Service to you, or to immediately terminate your Service for breach, if your use of the Service or your use of an alias or the aliases of additional users on your account, whether explicitly or implicitly, and in the sole discretion of KUDZU NETWORKS: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c) might be legally actionable for any reason, (d) is objectionable for any reason, or (e) in any manner violates the terms of this Acceptable Use Policy.

You may NOT use the Service as follows: (a) for any unlawful, improper or illegal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to access or attempt to access the accounts of others, to spoof or attempt to spoof the URL, MAC address, DNS or IP addresses of KUDZU NETWORKS or any other entity, or to attempt to penetrate or penetrate security measures of KUDZU NETWORKS or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming," "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area or charter (e.g., off- topic posting) of the newsgroup; (h) to interfere with another person's usage or enjoyment of the Internet or this Service; (i) to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (j) to damage the name or reputation of KUDZU NETWORKS, its affiliates and subsidiaries, or any third parties; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate KUDZU NETWORKS or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to use more than one IP address obtained from KUDZU NETWORKS; (n) to generate excessive amounts (as determined by KUDZU NETWORKS in its sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (o) to engage in activities designed to or having the effect of degrading or denying Service to KUDZU NETWORKS users or others (including activities that compromise a server, router, circuit, software or other Internet component); (p) to use any name or mark of KUDZU NETWORKS, its affiliates or subsidiaries, as a hypertext link to any website or in any advertising publicity or other commercial manner; (q) to use the Service to operate a server in a manner that interferes with the network or other users' use of the Service; (r) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (s) to

cause the screen to “scroll” faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) to use the Service to disrupt the normal flow of online dialogue; (u) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (v) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) to impersonate any KUDZU NETWORKS employee or official or other person or use a false name while using the Service or implying an association with KUDZU NETWORKS; (x) to install “auto-responders,” “cancel-bots” or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (y) to make false or unverified complaints against any KUDZU NETWORKS’s subscriber, or otherwise abusing any of KUDZU NETWORKS’s complaint response procedures; (z) to use software or any other device that would allow your account to automatically generate network traffic while you are not actively using the Service; (aa) to export software or any information in violation of U.S. export laws; or (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen.

Copyright Infringement/Repeat Infringer Policy. KUDZU NETWORKS respects the intellectual property rights of third parties, including those granted under the U.S. copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material of any type or in any format on, or disseminate such material over, KUDZU NETWORKS systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the U.S. copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of KUDZU NETWORKS to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) Subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) Subscriber or account holder has entered into an agreement acknowledging wrongdoing to settle a claim of copyright infringement and subsequently uses KUDZU NETWORKS's Service to violate the terms of that agreement by engaging in copyright infringement or to otherwise engage in conduct that is found by a court of competent jurisdiction to constitute copyright infringement, (iii) where a valid, effective and uncontested notice has been provided to KUDZU NETWORKS alleging facts which are a violation by the Subscriber or account holder of KUDZU NETWORKS's Copyright Policy prohibiting infringing activity involving KUDZU NETWORKS systems or servers, or (iv) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, KUDZU NETWORKS expressly reserves the right to terminate or suspend the Service of any Subscriber or account holder if KUDZU NETWORKS, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights KUDZU NETWORKS may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please contact KUDZU NETWORKS.

You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any U.S. embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the U.S. Government limiting, barring, revoking or denying, in whole or in part your U.S. export privileges. You agree to notify KUDZU NETWORKS if you become subject to any such order.

You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Service and shall not impersonate any person or use a false name while using the Service. You agree to obtain all required permissions if you use the Service to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with KUDZU NETWORKS and provide requested information in connection with all security and use matters. You agree to notify KUDZU NETWORKS promptly if you suspect unauthorized use of the Service. You remain liable for unauthorized use until your notification to KUDZU NETWORKS at [information@Kudzunetworks.net](mailto:information@Kudzunetworks.net). You agree that your name, and other identifying information may be placed in our user directory.

KUDZU NETWORKS reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include, but not be limited to, provision of account or user information or email as well as monitoring of the KUDZU NETWORKS network.

KUDZU NETWORKS may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.