

INTERNET USER SERVICE AGREEMENT

Cunningham Telephone & Cable agrees to provide, and User agrees to receive access to Cunningham's internet service. Said internet service will be provided by the North Central Kansas Community Network Company (NCKCN), as the internet service provider. User agrees to acquire service according to the following terms and conditions:

1. If user is less than 18 years of age, Agreement must be signed by a parent or legal guardian, who is responsible for all charges related to use of User's account(s).
2. User is responsible for all use of User's account(s) and confidentiality of password(s). Cunningham/NCKCN will suspend access or change access to User's account(s) within a reasonable time upon written notification by User that his/her password has been lost, stolen or otherwise compromised.
3. The Cunningham/NCKCN service is provided on an "as is, as available" basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to Cunningham/NCKCN or any information or software therein. This no warranty losses of income due to disruption of service by Cunningham/NCKCN or its providers.
4. Neither Cunningham/NCKCN, nor its information Providers are responsible for any damages arising from user's use of Cunningham/NCKCN service, or by User's inability to use service.
5. Neither Cunningham, nor NCKCN is responsible for user's personal files residing on NCKCN server.
6. Cunningham/NCKCN reserve the right in their sole discretion to delete any information entered into NCKCN by User.
7. User hereby agrees that any material submitted for publication on NCKCN through user's account(s) does not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene or libelous.
8. Cunningham/NCKCN, at their sole business judgment, may terminate this membership Agreement immediately or suspend User's access to the service upon any breach of this membership Agreement by User, including, but not limited to, refusal or failure to pay for services provided or by sole judgment of Cunningham/NCKCN that User may be performing activities harmful to Cunningham/NCKCN or its Users, employees, vendors, business relationships or any other users of the Internet. Upon termination, no further charges will be made to User's account, deposits for future use shall be refunded within a reasonable time, and User may reapply for membership, although Cunningham/NCKCN reserves the right in their sole discretion to accept or deny such application.
9. Due to the public nature of the Internet, all Public e-mail is considered publicly accessible and important information should be treated carefully. Cunningham/NCKCN are not liable for protection or privacy of electronic mail and information transferred through the Internet.
10. If any one or more paragraphs in this Agreement are found to be unenforceable or invalid, User's and Cunningham/NCKCN's agreement of all other paragraphs shall remain valid.
11. NCKCN maintains ownership and control of all IP addresses and reserves in its sole discretion the right to change or remove any and all IP addresses.
12. **It is agreed by the signatory that this service will not be retransmitted in any form from the physical location identified on the Enrollment Form, or the physical location where the service was originally installed by the service provider. Any Wi-Fi setup in the home or business from a Cunningham internet connection must be secured with a password for access. Wi-Fi signals must be kept on the premise as much as physically possible and not shared between two neighboring locations.**
13. If user is a cable modem customer it is hereby agreed that he or she will not alter the integrity of the coaxial cable that is connected to the cable modem by cutting, stripping, or using said coax for any purpose other than cable internet.
14. Cunningham internet connections may not be re-sold in any way, shape or form including providing 'FREE Wi-Fi' to permanent residents or renters in the case of apartment buildings, etc.

Acceptable Use Policy

*Any violation of these policies, or any other actions reasonably deemed unacceptable, shall be reviewed on a case-by-case basis by Cunningham, and may result in the disconnection of the Customer's connection to the Internet. The purpose of Cunningham Internet Service is to provide full access to the combined educational, research, and commercial network known as the "Internet". Such connection is for the legitimate purpose of our customers. This statement provides statements of acceptable use of the network connections provided through this "Agreement". Other networks intervening between the customer and any other party may have different AUP statements. Any such connection by the customer of the Internet shall be governed by the most restrictive of the various AUP policies that may apply. Although it is impossible to provide an exhaustive list of all possibilities of unacceptable use of the Internet, the following constitutes a list of certain actions that shall result in immediate termination of the Internet connection: *Use of the network for traffic in violation of the laws of the United States or the State of Kansas; *Use of the network connection to acquire property or services without permission or in an illegal manner; and *Failure to use ethics and basic politeness while using electronic mail communication, using electronic mail in such a way that it threatens any other person, or otherwise using electronic mail to send unsolicited messages to the point that such use, in Cunningham's opinion, becomes a problem.*

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.