

Home Communications, Inc. Internet Services Acceptable Use Policy /Subscriber User Agreement

This Agreement sets forth the terms and conditions under which Home Communications, Inc. (hereinafter "HCI") agrees to provide Internet service to the Subscriber (hereinafter "Subscriber"). By completing the registration and/or continuing to use the service, Subscriber agrees to abide by, and require others using the service via Subscriber's account to abide by the terms of this agreement, and represents and warrants that Subscriber is at least 18 years of age. This agreement takes effect on the date on which Subscriber accepts this agreement, and continues until the subscription is terminated. This agreement overrides and supersedes any previous agreement.

By accessing the internet service, Subscriber agrees to be bound by the terms and conditions stated below. If Subscriber does not wish to be bound by these terms and conditions, Subscriber, (1) shall not access the internet service provided by HCI; (2) shall immediately stop the use of the service and immediately notify the HCI Customer Service Department so that Subscriber's account may be terminated; (3) must immediately return all equipment, and all associated materials to HCI.

HCI reserves the right to modify the terms of this agreement or prices for the service and may discontinue or revise any or all other aspects of the service in its sole discretion at any time. Subscriber will be notified of changes to the agreement or pricing in writing, by e-mail or posted on-line on at Homotelco.net. Continued use of the service after changes are posted constitutes Subscriber's acceptance of this agreement as modified by the posted changes. The updated, online version of this agreement shall supersede any prior version of this agreement that may have been included in any related materials provided by HCI.

Subscriber agrees to the following Terms and Conditions:

1. Subscriber uses the Internet connection and any other information obtained by using the Internet connection at the Subscriber's risk. The Subscriber shall indemnify and hold harmless HCI against any and all liabilities, damages and costs, including attorneys' fees and any telephone fees, that result from any claims or actions that are asserted by any third parties that arise in any way out of the Subscriber's use of software and/or of the Internet connection. HCI makes no warranties of any kind, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, with respect to the use or provision of the Internet connection.
2. HCI shall not be liable for the services it offers, including but not limited to the following:
 - a. The compatibility of the system functions offered and the Subscriber's requirements.
 - b. The reliability and/or performance of the services.

- c. The reliability of data and/or information transmitted through the local HCI computers and through the Internet connection.
 - d. Indirect, incidental or consequential damages (including lost data, information or profits) resulting from the use, operation or inability to use the system.
3. The Internet allows access to certain materials that may contain language and materials which some may find offensive or of an "adult" nature. Subscriber and the Parent/Guardian of Subscribers under 18 years of age accept that HCI has no control over the placement of such materials on the Internet and that HCI claims NO LIABILITY for such content.
4. HCI reserves the right to immediately suspend or cancel the Subscriber's membership for improper use and/or conduct. At HCI's sole discretion, improper use and/or conduct includes, but is not limited to,
 - a. Violation of any Federal or State law.
 - b. Storage or transmission of information, data or material protected by copyright, trade secret, or other statute.
 - c. Using the network for making unauthorized entry into other computer networks, facilities or communication devices.
 - d. Attempting to raise traffic levels for malevolent purposes (e.g., mail bombing, ping flooding, etc.)
 - e. Activity deemed as harassment of individuals on the Internet as well as HCI's local network or any other network user.
 - f. Any activity, policy or practice as described in the HCI "Internet Service Acceptable Use Policy."
5. The account may NOT be transferred or resold. The account may not be used by anyone other than Subscriber. In addition Subscriber is limited to one (1) login per account at any one time.
6. Subscriber agrees to timely pay all billed amounts due to HCI.
7. HCI has the right to modify and change at any time its services, rates and policies and will communicate such to Subscriber either in writing, by e-mail or posted on-line at hometelco.net. Accounts may be canceled at any time by either HCI or Subscriber with written notice to the other party. It is the responsibility of Subscriber to send cancellation notice to HCI's mailing address and to keep HCI informed as to a valid mailing address to which a cancellation notice may be sent.

Prohibited Activities:

1. Subscriber may not use the service in a manner that violates any applicable local, state, federal or international law, order or regulation, including, but not limited to:
 - a. Subscriber may not use the Service to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.

- b. Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- c. Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- d. Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- e. Post, transmit, or distribute content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- f. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot, or other harmful feature.
- g. Access or use the Service with an IP address other than the dynamic Internet Protocol ("IP") address assigned to you which adheres to dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.
- h. Modify any modem connected to the HCI service network, regardless of whether the modem is owned by you or leased from HCI internet Service, in order to commit theft of the Service, fraudulently use the Service or provide the Service to a third party. HCI Internet Service may work with law enforcement if any such theft or fraud occurs.
- i. Modify the MAC address of any modem connected to the HCI service network.
- j. Collect or store personal data about other users.
- k. Use an IP address not assigned to Subscriber by HCI.
- l. Violate any other HCI policy or guideline.
- m. Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

2. Intellectual Property Infringement. Subscriber may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, moral rights, or propriety rights of any party. HCI assumes no responsibility, and Subscriber assumes all risk regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

3. User Content. Subscriber is solely responsible for any information that is transmitted from Subscriber's IP address or Subscriber's account on the web or other Internet services. Subscriber must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. HCI reserves the right to refuse to post or to remove any information or

materials from the Service, in whole or in part, that HCI deems, in its sole discretion, to be illegal, offensive, indecent, or otherwise objectionable.

- 4. Commercial Use.** The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. Subscriber may not resell the Service or otherwise make the Service available for use to persons outside the Premises (for example, through a wireless home network). Subscriber agrees not to use the Service for operation as a de facto Internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For commercial Internet service please contact the HCI office.
- 5. Servers.** Subscriber may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by HCI.
- 6. Misuse of Service.** Subscriber may be held responsible for any misuse of the Service that occurs through Subscriber's account or IP address, even if the misuse was inadvertent. Subscriber must take precautions to ensure that others do not gain unauthorized access to the Service or misuse the Service, including conduct in violation of this agreement.
- 7. Hacking/Attempted Unauthorized Access.** Subscriber may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.
- 8. Security.** Subscriber is solely responsible for the security of any device connected to the Service, including any data stored on that device. Subscriber is responsible for implementing appropriate security precautions for all systems connected to the Service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions. Subscriber is responsible for enabling the security of any wireless (WiFi) networks connected to the Service. Any wireless network installed by the customer or an HCI representative that is unsecured or "open" and connected to the HCI network is prohibited. Subscriber authorizes HCI to use technology to detect unsecured wireless networks associated with Subscriber's use of the Service. If HCI

determines that you are using the Service via an unsecured wireless network, HCI will notify you to enable the Security on the WiFi device.

- 9. Disruption of Service.** Subscriber may not disrupt the Service in any manner. Subscriber shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

- 10. Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is Subscriber's sole responsibility to take appropriate precautions to protect Subscriber's computer from damage to its software, files and data. Subscriber is prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. HCI may suspend the Service if HCI detects a harmful program in order to allow Subscriber to take measures to stop the harmful program.

- 11. Electronic Mail.** Subscriber may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of HCI service, such as personal web pages, or other resources that are part of the service. The service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

Subscriber may not reference HCI in the header or body of an unsolicited email, or list an IP address that belongs to the HCI network in any unsolicited email. Further, Subscriber is prohibited from taking any action which implies that HCI is the sponsor of any unsolicited email even if that email is not sent through the HCI network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until HCI deletes them as part of its normal policies and procedures. There is no obligation for HCI to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12. Bandwidth, Data Storage and Other Limitations. HCI offers packages of service with varying speeds, features and bandwidth usage limitations (not all packages are available in all areas). Subscriber must comply with the current bandwidth, data storage, electronic mail and other limits of service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that Subscriber's activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent an unusually great burden on the network itself. In addition, Subscriber must ensure that Subscriber's use does not improperly restrict, inhibit, disrupt, degrade or impede HCI's ability to deliver the service and monitor the service, backbone, network nodes, and/or other network services. If Subscriber's bandwidth usage exceeds the amount included in Subscriber's Internet package, HCI may suspend the service or require Subscriber to upgrade the service to a higher package and/or pay additional fees. In extreme cases, HCI may suspend/terminate the service after providing adequate notice and opportunity for Subscriber to modify Subscriber's bandwidth usage.

Miscellaneous Provisions

- 1. Conflict.** In the event of a conflict between the Subscriber User Agreement and this agreement, the terms of the Subscriber User Agreement will prevail.
- 2. How to Contact HCI.** For any questions regarding this agreement, complaints of violations, or cancellation notices, please contact HCI at 620-654-3381.
- 3.** This agreement shall be subject to and construed in accordance with Kansas law. Any action based in whole or in part on this agreement must be brought in a Kansas court of competent jurisdiction. If any part of this agreement is deemed to be illegal and/or against public policy, the remaining portions of this agreement will remain in full force and effect.

Copyright and Digital Millennium Copyright Act Requirements:

HCI is committed to complying with U.S. copyright and related laws, and requires all subscribers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is HCI's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the service provided to any subscriber or user who is either found to have infringe third party copyright or other intellectual property rights, including repeat

infringers, or who HCI, in its sole discretion, believes is infringing these rights. HCI may terminate the Service at any time with or without notice for any affected subscriber or user. In addition, HCI is a member of the American Registry for Internet Numbers (ARIN) and adheres to its membership policies regarding subscriber copyright infringement.

Reporting infringements to HCI:

Copyright owners may report alleged infringements of their works that are stored on the Service or the personal web features by sending HCI's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon HCI's receipt of a satisfactory notice of claimed infringement for these works, HCI will respond expeditiously to either directly or indirectly (i) notify the subscriber of the allegedly infringing work(s) stored on the Service or the personal web features or (ii) temporarily or permanently disable access to the work(s).

Copyright owners may send HCI a notification of claimed infringement to report alleged infringements of their works to:

Home Communications, Inc.
211 S. Main
Galva, Ks. 67443
Phone: 620-654-3381
Email: bawilliams@homecomminc.com

In order to be effective under the DMCA, the notification must (i) be in writing, and (ii) provided to HCI's designated agent. Notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that to which access is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written notification containing the information described in 1 through 6 above, HCI will take any or a combination of any of the following actions:

1. Take reasonable steps to promptly notify the subscriber that an individual at their IP address is allegedly in violation of U.S. copyright laws.
2. Give the subscriber the opportunity to immediately remove the infringing material or provide an HCI Technician at no charge to remove the infringing material.
3. Temporarily suspend the subscriber's service.
4. Terminate the subscriber's service.

Counter Notification:

If a notice of copyright infringement has been filed against you, you may file a counter notification with a service provider's designated agent. In order to be effective, a counter notification must be written and include substantially the following:

1. A physical or electronic signature of the subscriber.
2. Identification of the material in question or to which access has been disabled and the location at which the material appeared before access to it was disabled.
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material in question or disabled as a result of mistake or misidentification of the material disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter Notification containing the information as outlined in 1 through 4 above, Service Provider shall:

1. Promptly provide the complaining party with a copy of the counter notification;
2. Cease disabling access to the material within 10 to 14 business days following receipt of the counter notification, unless the service provider's designated agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on service provider's system or network.

NOTE: Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees. See Title 17, United States Code, Section 512(d).

NOTE: The information on this page is provided to you for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.