



Where technology comes with a human touch

Acceptable Use Policy

PURPOSE OF THIS POLICY

The KMTelecom Internet Services Acceptable Use Policy has been formulated with the following goals in mind:

- Ensure security, reliability and privacy of KMTelecom systems and network, and the networks and systems of others.
- Avoid situations that may cause KMTelecom to incur civil liability.
- Maintain the image and reputation of KMTelecom as a responsible content provider.
- Preserve the value of Internet resources as a conduit for free expression.
- Encourage the responsible use of net resources, discouraging practices which degrade the usability of network resources and thus the value of Internet services.
- Preserve the privacy and security of individual users.

The Acceptable Use Policy below defines the actions which KMTelecom considers to be abusive, and thus, strictly prohibited. The examples named in this list are non-exclusive, and are provided solely for guidance to KMTelecom Customers. If you are unsure whether any contemplated use or action is permitted, please email contactus@kmtel.com and we will assist you.

GENERAL CONDUCT

Customers are prohibited from transmitting on or through any of KMTelecom services, any material that is, in KMTelecom's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any local, state, national or international law.

KMTelecom services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state or local regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. KMTelecom reserves the right to remove such illegal material from its servers.

The customer is responsible for keeping his billing data with KMTelecom up-to-date and accurate. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.

The resale or sharing of KMTelecom products and services on or off premises is not permitted, unless specifically permitted and documented in a written agreement. *Example: Sharing one HSI plan between two households.*

SYSTEM AND NETWORK SECURITY

Customers may not attempt to circumvent user authentication or security of any host, network, or account ("hacking"). This includes, but is not limited to, accessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of other networks (such as running a scan or similar tool).

Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.

KMTelecom reserves the right to enforce user session time limits during periods of activity and inactivity.

Users who violate systems or network security may incur criminal or civil liability. KMTelecom will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

WEB HOSTING

Customers must protect the privacy of other users, and not intentionally seek information on, obtain copies of or modify files, other data, or passwords belonging to other users without permission.

Customers must respect the legal protection provided by copyright, trademark, licenses, and other laws to programs, data and documents. Customers may not upload to KMTelecom servers any data or software that is subject to distribution or copyright limits. High Speed Internet customers will be prohibited from using residential broadband service for web, gaming, or other hosting type servers. Customers wishing to use broadband service for these purposes must subscribe to the business rate service.

E-MAIL

Harassment, whether through language, frequency, or size of messages, is prohibited.

Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.

Customers are explicitly prohibited from sending unsolicited bulk mail messages (“junk mail” or “spam”). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.

Malicious email, including but not limited to “mailbombing” (flooding a user or site with very large or numerous pieces of email), is prohibited.

Forging of e-mail header information is not permitted.

KMTelecom accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.

NO CONTROL OVER CONTENT

KMTelecom exercises no control whatsoever over the content of information, products or services passing through the Company’s equipment or facilities. The acquisition or procurement of information occurs solely at the risk of the Customer. Furthermore, KMTelecom’s maximum liability to Customer is limited to no more than the amount paid by the Customer to the Company for Internet monthly charges during the six month period preceding the claim.

LIMITATION OF LIABILITY

In no event shall KMTelecom be liable to or through the Customer or anyone else for direct, indirect damages of any nature whatsoever.

INDEMNITY

The Customer agrees to indemnify, defend and hold KMTelecom harmless from and against any damages, loss, proceeding, liability, judgment of every kind.

AS IS

Services provided by KMTelecom are AS IS with no warranty of service or failure to provide.

ENFORCEMENT PROCEDURE

KMTelecom enforces its Acceptable Use Policies in the manner described below. For more details about these policies and the procedure for filing a formal letter of complaint, please email us at contactus@kmtel.com.

Prohibited Uses of Email or Web Hosting

Upon the first violation of one of these policies, and two formal letters of complaint, KMTelecom will issue a written warning to the customer. Upon the second violation of one of these policies, and two formal letters of complaint, KMTelecom will suspend the customer’s service until the customer submits to KMTelecom, in writing, an agreement to cease-and-desist. Upon the third violation of one of these policies, and two formal letters of complaint, KMTelecom will terminate the customer’s service. At KMTelecom discretion, any major violation will result in termination of service without warning.

Other Prohibited Uses

KMTelecom will generally follow a procedure of issuing a written warning after the first violation, suspending service until a written agreement of cease-and-desist is received after the second violation, and terminating service after the third violation.

KMTelecom reserves the right to suspend or terminate any KMTelecom account and services in accordance with the provisions of this Acceptable Use Policy or for any reason not prohibited by law.

MODIFICATIONS

KMTelecom reserves the right to modify this policy at any time. Current copies of this and other KMTelecom policies are available at contactus@kmtel.com.