

Acceptable Use Policy

As a provider of Internet access, Internet email, web site hosting, and other Internet-related services, KanOkla Communications, LLC offers its subscribers (and their customers and users), the means to acquire and disseminate a wealth of information. KanOkla Communications, LLC respects that the Internet provides a forum for free and open discussion and dissemination of information, however, there are competing interests at issue. KanOkla Communications, LLC reserves the right to take certain preventative or corrective actions as deemed necessary. In order to protect these competing interests, KanOkla Communications, LLC has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing KanOkla Communications, LLC 's services.

All users of KanOkla Communications, LLC's Internet services ("Service") - those who access some of KanOkla Communications, LLC's Services but do not have an account with KanOkla Communications, LLC ("Visitors"), as well as those who pay a monthly fee to subscribe to the Services ("Subscribers") - must comply with this AUP. KanOkla Communications, LLC supports the free flow of information and ideas over the Internet and does not actively monitor use of the Services under normal circumstances. Similarly, KanOkla Communications, LLC does not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. This AUP will be revised from time to time. A customer's use of KanOkla Communications, LLC 's services after changes to the AUP are posted on KanOkla Communications, LLC 's web site, www.kanokla.com , will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

Prohibited Activities: When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, information created and carried over KanOkla Communications, LLC 's network and may reach a large number of people, including both Subscribers and non-subscribers of KanOkla Communications, LLC, possibly affecting other subscribers and may harm KanOkla Communications, LLC's goodwill, business reputation, and operations. For these and other reasons, KanOkla Communications, LLC has developed an AUP to define prohibited activities:

Spamming -- Sending unsolicited bulk and/or unsolicited commercial messages over the Internet (known as "spamming") or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not the email is commercial in nature. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, KanOkla Communications, LLC has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list. KanOkla Communications, LLC does not support spamming and it is KanOkla Communications, LLC's policy to interrupt or terminate subscriber service that may potentially pose harm to KanOkla Communications, LLC's business reputation and operations.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.

KanOkla Communications, LLC is registered under and complies with the Digital Millennium Copyright Act of 1998 ("DMCA"). KanOkla Communications, LLC is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also KanOkla Communications, LLC's policy to terminate the privileges of customers who commit repeat violations of copyright laws. Utilization of services to copy material from third parties (including text, graphics, music, videos or other copyrightable material) without proper authorization is prohibited.

See also Other Services.

Collection of Personal Data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent. Also, engaging in activity that violates privacy, publicity, or other personal rights of others.

Reselling the Services. Reselling the Services without KanOkla Communications, LLC's authorization.

Obscene Speech or Materials -- Using KanOkla Communications, LLC 's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. KanOkla Communications, LLC is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through KanOkla Communications, LLC 's network. Using KanOkla Communications, LLC 's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity). Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any KanOkla Communications, LLC customers or end-users whether on the KanOkla Communications, LLC network or on another provider's network.

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding,

mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pingging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- KanOkla Communications, LLC reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities -- Engaging in activities, whether lawful or unlawful, that KanOkla Communications, LLC determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

Action: As KanOkla Communications, LLC has pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. KanOkla Communications, LLC will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with KanOkla Communications, LLC policy or applicable law. When KanOkla Communications, LLC becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, suspension or termination of service, or any other action it deems appropriate.

Third Party: KanOkla Communications, LLC also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching KanOkla Communications, LLC's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. KanOkla Communications, LLC does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. KanOkla Communications, LLC has the right to directly take action against a customer of a subscriber. Also, KanOkla Communications, LLC may take action against the KanOkla Communications, LLC subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, KanOkla Communications, LLC anticipates that subscribers who offer Internet services will cooperate with KanOkla Communications, LLC in any corrective or preventive action that KanOkla Communications, LLC deems necessary. Failure to cooperate with such

corrective or preventive measures is a violation of KanOkla Communications, LLC policy.

Privacy: KanOkla Communications, LLC also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, KanOkla Communications, LLC urges its subscribers to assume that all of their on-line communications are insecure. KanOkla Communications, LLC cannot take any responsibility for the security of information transmitted over KanOkla Communications, LLC 's facilities.

KanOkla Communications, LLC will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. KanOkla Communications, LLC may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, KanOkla Communications, LLC may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. KanOkla Communications, LLC assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, KanOkla Communications, LLC may disclose subscriber information or information transmitted over its network where necessary to protect KanOkla Communications, LLC and others from harm, or where such disclosure is necessary to the proper operation of the system.

Other Services: KanOkla Communications, LLC may, but is not required to, block incoming or outgoing messages. At KanOkla Communications, LLC's discretion, may use Spam filtering and/or virus scanning for both inbound and outbound email. This does not relieve the customer of responsibility but instead acts as a secondary safety mechanism and minimizes misuse of network infrastructure and bandwidth. KanOkla Communications, LLC will not be held responsible for any viruses or emails you may receive or send via email nor will KanOkla Communications, LLC be responsible for lost, misdirected, or undeliverable email.

KanOkla Communications, LLC at it's discretion, may shape bandwidth and transfer of data to best accommodate the needs of the network. This can include prioritizing traffic to insure customers have the optimal opportunity to surf the web and utilize email. These measures may include but not be limited to bandwidth shaping, traffic prioritizing, and caching.

Legal: KanOkla Communications, LLC expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning on-line communications. A subscriber's failure to comply with those laws will violate KanOkla Communications, LLC policy. Finally, KanOkla Communications, LLC wishes to emphasize that in utilizing KanOkla Communications, LLC's services and network, subscribers indemnify and hold KanOkla Communications, LLC harmless for any violation of the service agreement, law, or KanOkla Communications, LLC policy that

results in loss to KanOkla Communications, LLC or the bringing of any claim against KanOkla Communications, LLC by any third-party. This means that if KanOkla Communications, LLC is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against KanOkla Communications, LLC, plus costs and reasonable attorneys' fees.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that KanOkla Communications, LLC cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because KanOkla Communications, LLC cannot monitor or censor the Internet, and will not attempt to do so, KanOkla Communications, LLC cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

This service(s) is provided "as is". KanOkla Communications, LLC makes no warranties, expressed or implied, of any kind. This includes but is not limited to business claims, accuracy, security, performance, or privacy.

We hope this AUP is helpful in clarifying the obligations of Internet users, including KanOkla Communications, LLC and its subscribers, as responsible members of the Internet. Any complaints about a violation or potential violation of this AUP should be sent to KanOkla Communications, LLC.