

# The following are the **KEP Internet Terms of Service (TOS) and Acceptable Users Policy (AUP).**

Acceptance of service with KEP.NET implies acceptance of these terms. This document is subject to change without notice and any changes are of immediate affect to all KEP.NET customers. This agreement stating terms of service is between all KEP.NET subscribers and KEP.NET. Whereas KEP.NET has agreed to provide computing and networking services to the customer and customer agrees to be bound by the terms and conditions as set forth herein.

Violation of these terms and conditions may result in a higher hosting cost or cancellation at the sole discretion of KEP.NET.

## **KEP.NET** **Privacy Policy**

Any information regarding the owner, operator, designer and any other party associated with a site hosted by KEP.NET is privileged information. KEP.NET will not share that information with anyone unless directed to do so by the client or a court order is issued by a government organization authorized to do so. The account owner is responsible for all the actions and results of their own account. KEP.NET will bear no responsibility for content of client sites.

Actions, legal or other, stemming from anything appearing on client sites including, but not limited to, content, images and ideas are fully the responsibility of the client.

**Spamming** (unsolicited emailing) is **STRICTLY** forbidden.

Whether or not you use an email account on KEP.NET or any site we host, if you advertise your site by spamming others and we receive complaints, you are still responsible.

You will also be held responsible for threatening or chain letters, sending viruses and/or email bombs associated with your domain.

If customer violates this either of these conditions, customer will be billed and agrees to pay an administration fee of \$500 to KEP.NET. Violators will also have their account terminated with no refund of unused service. Violators may also be prosecuted under civil or criminal laws under State or Federal statutes.

When we host a site for you, that exactly what is meant. For you **ONLY**. You may host as many sites as you wish under your domain as long as **YOU** are the owner/proprietor/etc.

In some cases, we may allow this practice, however, you **MUST** notify us if you intend to host sites for others under your domain.

In most cases, you will be required to obtain a separate domain for each site that you host and do not own, however...at our discretion, we will allow it. In most cases, we will make arrangements to split the monthly hosting fee with the customer hosting the domain(s) they do not own.

If we allow the above, realize that disk space usage over your currently selected plan will result in higher monthly charges.

Periodically we check disk space usage. If it is found that you are over the limit of your current plan, the higher plan charges will be applied to your next monthly charge and, at our discretion, may be applied since the last time we checked the site's actual usage.

Customer shall pay monthly, quarterly or yearly service fees for connection and use of the network. The first such fees shall be due and payable upon initial use of the service. Subsequent fees shall be invoiced at the end of each month and shall be paid within 10 days of the invoice date. Failure to comply with these terms may result in cancellation or suspension of network services.

Any account suspended for non-payment will be subject to a reconnect fee. For all returned checks there will be a \$10 charge. There will also be a \$5 charge for all declined credit card transactions.

Neither KEP.NET nor its employees, agents, officers and/or its assignees are authorized to make any warranty with respect to the software, hardware, or any services provided to Subscriber under this agreement. KEP.NET makes no warranties either express or implied, for any software, hardware, or services provided to the Subscriber as to merchantability or fitness for a particular purpose.

KEP.NET shall not be liable for direct, indirect, incidental, special or consequential damages of any kind whatsoever arising out of or related to a connection to KEP.NET's network.

The customer hereby acknowledges that there may possibly be network failures or downtime beyond the control of KEP.NET and agrees to hold KEP.NET harmless for any network downtime or connections.

KEP.NET shall make every effort to eliminate any network, software or hardware failures as well as downtime. Should any network services be unavailable, KEP.NET's sole liability for such failures, shall be a discretionary adjustment to the customers billing for such down time or service unavailability.

### **Spam Received by KEP.NET customers**

Should anyone using a KEP.NET email address (or any other domain address residing on the KEP.NET server) receive Unsolicited Commercial Email (UCE), also known as SPAM, KEP.NET, at its sole discretion, may charge the sender and/or operator of the site the UCE is on behalf of, an *Email Box Rental Fee* not to exceed \$500 per year on behalf of our client(s).

We may also charge the sender \$100 per message as a proof-reading fee.

In addition to the above, KEP.NET may charge the sender and/or operator of the email server the email originated from an email box rental fee not to exceed \$1000 per message for the unauthorized rental of the receiver's email address on behalf of KEP.NET.

If the email does not originate from the server the domain that the UCE is sent of behalf of, an additional \$1000 per incident/message *Tracing Fee* may be charged by KEP.NET in order that we may track down the offender.

The preceding policy of billing spammers is probably not enforceable in the case of foreign domains. However, for legal reasons and to be sure it is viewed as an established legal policy, we have included it in our Terms Of Service.

## **SPAM sent impersonating KEP.NET customers or Domains**

The same charges shown above in Spam Received by KEP.NET customers shall be applicable.

Additionally, any fees, including employee pay if they are required to work on the project, required to clear KEP.NET from RBL's (Realtime Blackhole Lists), message boards that list domains/servers that allow UCE or the like shall be charged to the offender(s).

This does not preclude KEP.NET pursuing other legal remedies including, but not limited to, notifying and placing the offender(s) domain/server/IP address/name/company/web host on RBL's (Realtime Blackhole Lists), notifying credit bureaus in the event of failure to pay and any other legal sanction at our disposal.

### **KEP.NET Acceptable Use Policy hereby dictates the following:**

Should Subscriber or any of its agents transmit any data over KEP.NET's network and that data leaves KEP.NET's network, the data transmitted shall conform to the Acceptable Use Policy of the entered network (including member networks, regional or back-bone networks).

Any traffic which is disruptive to KEP.NET's network users or the users of any entered network is prohibited.

This includes but is not limited to unsolicited mass electronic mail (spam), deliberate attempts to disrupt networks, transfers of copyrighted or unlicensed software, intentional harassment of another person, and attempts to violate system security.

Personal and commercial homepages and web sites must not contain any commercial material, or copyrighted material not owned by the Subscriber.

KEP.NET reserves the right to terminate this agreement immediately, without compensation and/or warning, if this Acceptable Use Policy is violated.

KEP.NET will, however, attempt in good faith to warn or suspend Subscriber in lieu of termination, pending further action.

## **Courtesy Updates**

In some cases, at its sole discretion, KEP.NET may do 'courtesy updates' for some of our clients.

Again, please be aware that these updates are **STRICTLY** at our discretion and should not be construed as an "owed service" or part of any web hosting or design agreement or included in such service unless specifically agreed to in a maintenance agreement with KEP.NET.

From time to time, these Terms of Service may be amended or modified. KEP.NET will give customers ample notice of upcoming changes or amendments at least 30 days before such changes are scheduled to go into effect.

This constitutes the KEP.NET Terms Of Service and Acceptable Usage Policy in full.