

## **Olympus Properties: Acceptable Use Policy for Network and Internet**

### ***Acceptable Use Policy (AUP) v. 1.0***

The following terms apply to all individuals, businesses and organizations (collectively referred to as "you") who subscribe to Internet access service (collectively known as the "Service") through Olympus Properties, LLC. By accessing the Service, you agree to be bound by all of the following terms and conditions of the Olympus Properties AUP.

If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Olympus Properties in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

You may access the Olympus Properties network and the Internet in general through the Service if you are in good financial standing with Olympus Properties. By accessing the Service, you agree to be bound by all of the following terms and conditions of the Olympus Properties AUP. If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Olympus Properties in operating the Service, your sole and exclusive remedy is to discontinue using the Service. You assume total responsibility and risk for your use of the Service and the Internet. (Please note: Parents who allow their children to access their Service, will be held responsible for all AUP violations associated with that Service.) It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, as well as the quality and merchant ability of all merchandise, provided through Olympus Properties or on the Internet generally. You are responsible for any changes or malicious intent created by your account until such time as it is proved you had no prior knowledge of the wrongful use of your account.

Olympus Properties has programmed its equipment to provide the highest priority or Quality of Service for e-mail and web browsing. If you desire or need large download or upload capacity, it is recommended you obtain a separate high-speed internet connection from Kiva (at 812-337-5070 or 800-819-8143) for gaming, FTP or commercial use, or through another local provider.

You understand further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. Olympus Properties has no control over and accepts no responsibility whatsoever for such materials.

### ***User Conduct on the Service***

While using the Service, you may NOT:

- 1) restrict or inhibit any other subscriber from using the Service;
- 2) maintain an unattended session which constitutes an unreasonable drain on system resources;
- 3) use any program that establishes or reestablishes an unattended connection;

- 4) use the Service to provide inbound traffic to your site (such as creating server services);
- 5) to engage in any form of commercial sales or other clearly non-residential uses in the form of a web server, without prior written consent of Olympus Properties;
- 6) post, publish or access a web page or FTP site whose daily average data transfer negatively impacts the Service;
- 7) post or transmit any information or software which contains a virus, bot, Trojan horse, worm or other harmful component;
- 8) post or transmit any unlawful material (threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable material of any kind) including without limitation any transmissions inciting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- 9) post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); post or transmit any type of spam, mass distribution or other unsolicited e-mail, advertisement or newsgroup posting inappropriate to the rules of that newsgroup, for any purpose whatsoever;
- 10) upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
- 11) attempt to disrupt the Service or any attached network service for any purpose whatsoever;
- 12) access any account which you are not authorized to access;

### ***Making Purchases on the Internet***

You agree that all information you provide any merchant, organization or service provider while using the Service for purposes of making purchases or conducting business will be accurate, complete and current. You agree to pay all charges incurred by users of your account and credit card or alternative payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Service. Neither Olympus Properties nor its affiliates make any express or implied warranties, representations or endorsements whatsoever including without limitation warranties of title or non infringement, or the implied warranties of merchant ability or fitness for a particular purpose with regard to any merchandise, information or service

provided through the Service or on the Internet generally, and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction.

### ***Monitoring the Service***

You agree that Olympus Properties has the right to monitor the Service electronically.

You will be considered to have an unattended connection if Olympus Properties monitors a connection of 24 uninterrupted hours or more. If you are found to be maintaining multiple PPP connections or have a connection which has been established for 15+ hours, Olympus Properties reserves the right to drop your connection to allow others equal access to the Service.

You agree that Olympus Properties may disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers.

Olympus Properties reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this AUP.

### ***No Service Warranties***

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchant ability or fitness or a particular purpose. Neither Olympus Properties nor its affiliates warrant that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, trojan horses or other harmful components. Nor does Olympus Properties guarantee that you will be able to connect maximum connection speed due to any limitations of service. No advice or information given by Olympus Properties, its affiliates or its contractors or their respective employees shall create a warranty.

Under no circumstances shall Olympus Properties, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use or inability to use the Service or to access the Internet or any part thereof or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. You understand further that, except for information, products or services clearly identified as being supplied by Olympus Properties, neither Olympus Properties nor any of its affiliates operates or controls any information, products or services on the Internet in any way. All merchandise, information and services offered or made available or accessible through the Service or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Olympus Properties or its affiliates.

### ***Failure to Comply With Terms and Conditions***

Olympus Properties may deny you access to all or part of the Service without notice if you engage in any conduct or activity that Olympus Properties, in its sole discretion, believes violates any of the terms and conditions of this Acceptable Use Policy.

If Olympus Properties denies you access to the Service because of such a violation, you shall have no right:

- 1) to access through Olympus Properties any materials stored on the Internet;
- 2) to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited;
- 3) to access third party services, merchandise or information on the Internet through Olympus Properties

Olympus Properties shall not be responsible to notify any third-party providers of services, merchandise or information, nor be responsible for any consequences resulting from lack of notification.

You further agree to defend, indemnify and hold Olympus Properties and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Acceptable Use Policy by you or your account, or in connection with your use of the Service or the Internet.

Olympus Properties reserves the right to terminate your use of the Service following any single AUP violation or multiple violations. If your account is terminated due to an AUP violation, you will not be eligible to utilize the Service at any time.

### ***Miscellaneous***

Olympus Properties reserves the right to terminate service for any reason whatsoever.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Olympus Properties's failure to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

Olympus Properties may modify this Agreement from time to time by sending a notice of such modification via regular U.S. Mail or hand-delivered to the residential or commercial address of the property you lease from Olympus Properties, and your continued use of the Service following notice of such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Acceptable Use Policy regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred.

The Service is protected by federal and state laws, including but not limited to title 18, Section 1030(a), 2702 of The United States Code. The Service itself and derivative works created by Olympus Properties and the Service are copyrighted as a collective work under U.S. Copyright laws.

Headings in this document are for convenience only.