

KSU Housing Internet Service Agreement

KSU Housing (the Provider) welcomes you as a subscriber of its KSU Housing internet access services. This Agreement (the "Agreement") describes the terms and conditions applicable to your use of the applications or services subscribe for or are otherwise made available for your use through KSU Housing internet access (collectively, the "Service").

1. The Service

The Service is provided, as listed in the Housing Contract. This Agreement is entered into between you (you are sometimes referred to in this Agreement as the "Subscriber") and KSU Housing as of the date of either (i) if this Agreement is entered into via online means, as of the date of your acceptance of the terms of this Agreement by submitting the registration form and clicking "I Agree" below, or (ii) if this Agreement is entered into by other than online means, as of the date of your signature on this Agreement.

2. License to Use Applications; Copyright and Intellectual Property.

(A) License. In consideration of the fees paid under this Agreement, Provider hereby grants to you, and you hereby accept, a limited, nonexclusive and revocable license to use the KSU Housing Internet access devices and related applications (such devices and applications are collectively referred to as the "Provider Application" for your personal use, only as authorized in this Agreement. The Provider Applications are licensed (not sold) to you. By the license granted hereunder, you understand and acknowledge that Provider does not transfer to you title to or any of Provider's right in and to the Provider Applications, and under no circumstances shall this Agreement be considered a "sale" of the Provider Applications to you.

(B) Trademarks, Copyrights and Other Rights. Nothing contained in this Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logos or servicemarks ("Trademarks") displayed on the Service without the written permission of Provider or its affiliates or such third party that may own the Trademark displayed on the Service. Your misuse of the Trademarks displayed on the Service, or any other content on the Service, is strictly prohibited. As more particularly described herein, Provider retains full and complete right and title to the Provider Applications and all component parts thereof and to all intellectual and industrial property rights therein (including any applicable copyrights, trademarks and patents), and to the limited right of use granted to you hereunder, which right of use may be revoked by Provider in accordance with the terms of this Agreement. Except as expressly provided herein, Subscriber shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Provider Applications. Subscriber shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software accessible or available through the Provider Applications.

(C) Third Party Information and Content.

(1) Third Party Rights. All third party content (such as video, graphics, music, audio, photos, software and other materials) posted, published or accessed through the Service is the property of its respective copyright owners and may not be used, copied or distributed in any way by Subscriber without the written permission of such third party or except as provided herein. KSU Housing neither warrants nor represents that your use of materials displayed on or accessed through the Service will not infringe upon rights of third parties not owned by or affiliated with KSU Housing.

(2) Links and Access to Third Party Content. The Service may contain or enable hyperlinks to external Web services, files or content that are not under the control of third parties and not the Service or Provider. The Service and Provider assume no responsibility for the views, content or accuracy of information contained within such Web services, files or content and the appearance of such hyperlinks does not constitute endorsement, sponsorship or affiliation with the operators of such Web services or content. Such Web services, files or content may contain copyrighted and otherwise protectable material (for example, copyrighted music files). By clicking on a hyperlink Subscriber agrees to abide by all applicable laws, notices and restrictions governing such Web services, files and content and agrees to hold the Service and Provider harmless against any claims, damages or liabilities relating to any acts by Subscriber in connection with such Web services, files and content.

(3) No Control. Other than facilitating Internet traffic prioritization based on different types of Internet traffic (web, e-mail, downloading, etc.), Provider does not try to control the nature of the content or the character of the information provided through the Service by you or third parties or that is accessible by using the Service. It is possible that such information may be offensive, harmful, inaccurate or deceptive. Provider expects that Subscriber will use caution, and common sense, when using the Service.

(4) Other Third Party Matters. Note that all your dealings in connection with other subscribers and third parties found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party provider or other subscriber. BECAUSE PROVIDER IS NOT INVOLVED IN DEALINGS BETWEEN USERS OF THE SERVICE AND PROVIDERS OF THIRD PARTY COMMUNICATIONS, PRODUCTS OR SERVICES, IN THE EVENT THAT SUBSCRIBER HAS A DISPUTE WITH ANOTHER SUBSCRIBER OR ANOTHER THIRD PARTY OR ITS PRODUCTS AND SERVICES ACCESSED VIA THE SERVICE, SUBSCRIBER RELEASES PROVIDER (AND PROVIDER'S AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES) FROM ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

(D) Subscriber Content.

(1) Acceptable Information. "Subscriber Content" is defined as any information Subscriber provides to us or other users or third parties during registration, in any public message area or through any posting or e-mail feature. You are solely responsible for your Subscriber Content and the manner in which you use the Service, and we only act as a passive conduit for your online communications of your Subscriber Content. With respect to your Subscriber Content (or any items contained therein) or the manner in which you use the Service: (a) it must not be fraudulent or unlawful; (b) it must not infringe any third party's rights, including but not limited to copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) it must not violate any applicable law, statute, rule or regulation (including, without limitation, those governing export control); (d) it must not be obscene, indecent or contain pornography; (e) it must not be defamatory, libelous, threatening or harassing; (f) it must not link directly or indirectly to or include descriptions of content that is prohibited by this Agreement or that you do not have a right to link to or include; (g) it must not involve the operation by you of a commercial business or enterprise; and (h) it must not involve you sending unsolicited e-mails or other communications of a commercial nature to persons with whom you do not have a personal relationship or to persons who have requested that you not send them e-mails, and in any event you will not facilitate or engage in the practice commonly referred to as sending e-mail spam, whether of a commercial or non-commercial nature.

(2) Right to Remove. As noted above, KSU Housing merely acts as a passive conduit with respect to communications and information posted by and accessed by Subscriber. Provider undertakes no obligation to monitor such communications or information posted by or accessed by Subscriber or with respect to Subscriber Content. However, KSU Housing reserves the right to monitor such activities and if Subscriber submits any Subscriber Content deemed by Provider to be (i) libelous, scandalous, defamatory, obscene, or otherwise unacceptable, undesirable, or objectionable, or (ii) a violation of any law, statute, rule, regulation, or rights of a third party (including, but not limited to, rights under copyright law or prohibitions on libel, slander and invasion of privacy) or the prohibitions contained in this Agreement, Provider reserves the right not to post (or not to allow the posting of), or to remove any such data or materials without notice to Subscriber, or to terminate Subscriber's subscription to the Service, all without liability to Provider. Provider may also disclose any such information or content if Provider believes that doing so is necessary to comply with the requirements of applicable law or any other legal obligation imposed upon Provider or to protect the interest of Provider or other subscribers or users of the Service. Subscriber agrees not to hold Provider liable for any claims or allegations that may result from such removal or any such other actions. Provider may, at its sole discretion, investigate claims that information or content posted or transmitted via the Service is harmful, unlawful or otherwise inappropriate and may remove or block such information or content at its sole discretion. Notwithstanding the foregoing, nothing set forth in this Agreement shall be construed as to obligate Provider, in any manner, to screen, monitor or police the Service or Subscriber's use of the Service for such information or content.

(3) Other Actions. Provider may take any action that it deems appropriate with respect to Subscriber Content that Provider believes in good faith may create liability for Provider, may interfere with other users or subscribers or may cause Provider to lose (in whole or in part) the services of its Internet service providers or other suppliers, as determined in Provider's sole

discretion.

(E) Submissions. Provider appreciates hearing from its subscribers. By submitting your creative ideas, inventions, suggestions or materials (your "submission"), you grant Provider a royalty-free, perpetual and irrevocable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display your submission (in whole or in part) worldwide and to incorporate your submission in other works in any form, media, or technology now known or later developed without any notice or compensation to you

3. **Payment and Fees.**

(A) Payment of Fees.

(1) Fees. Payment for the service is inclusive to the Housing Contract, Subscriber will be responsible for all fees as outlined in the Housing Contract regardless of termination of the service.

(2) General. In the event Provider is unable to collect fees, Provider may terminate this Agreement and, upon written notice to Subscriber, terminate Subscriber's access to the Service. If Provider elects to terminate this Agreement as provided herein, Subscriber shall remain liable for any then unpaid fees. Subscriber will be responsible for all fees and service costs associated with a third party service.

(C) Taxes. Subscriber shall be responsible for payment of all taxes, assessments, duties, tariffs, imposts, permits sales, use, excise, import, export, value-added, or similar tax, duty and fees, however designated, which are levied upon Subscriber and related to Subscriber's activity on the Service.

4. **Access to Service and Internet Transmissions.**

(A) Equipment and Connections. Subscriber shall be responsible for all expenses and charges associated with its use of the Internet and the Service, and for providing all equipment to make any necessary connections to the Internet and the Service, including, without limitation, computers, modems and necessary phone lines. Provider shall not be responsible for the payment of these charges or any associated charges levied by Subscriber's respective telecommunications or long-distance carriers. Subscriber may not connect a router or proxy server to the Service under any circumstance. Furthermore, Wireless Access Points that include more than one port may not be used or connected to the Service. Hubs and unmanaged switches are permitted. No more than two devices that are capable of obtaining an IP address may be simultaneously connected to the Service. All equipment and devices connected to the Service must only be used by Subscriber.

(B) Internet Transmissions. Internet software or electronic transmission errors may produce inaccurate or incomplete copies of the content of the Service when downloaded and displayed on any computer. Additionally, electronic transmission or

file transfer protocol software may produce inaccurate or incomplete renderings of any data sent over or retrieved from the Internet. Provider does not assume any liability or responsibility whatsoever for inaccurate or incomplete information or data due to software problems, transmission errors, the display of content in browser frames displaying information from other Web services, or any misinterpretation of the content due to such. Provider does not assume any liability or responsibility whatsoever for computer viruses, worms, Trojan horses or other destructive programs received during the electronic transmission of the data sent over or retrieved from the Internet or the content of the Service accessed through links provided therein. It is advisable to employ the use of virus protection software and firewall on any and all computer systems used to access the Internet or in any manner share files with other computer systems. Any unprotected e-mail communication over the Internet is, as with communication via any other medium (for example, long-distance telephone lines), subject to possible interception or loss, and is also subject to possible alteration.

(C) Network Provisioning. The Provider may provision the Service using any means or third party providers that Provider deems appropriate. In addition, as deemed necessary by Provider, network infrastructure for the Service may be upgraded, replaced and/or modified without notice to Subscriber and to accommodate this limited Service downtime may occur from time to time. Provider reserves the right to limit access from external hosts to internal resources or Subscriber equipment as deemed necessary by Provide

5. **Termination of Agreement.**

(A) Suspension or Termination for Subscriber's Breach. If Subscriber breaches any of the terms or conditions of this Agreement, Provider may, at its sole discretion, suspend access or provision of the Service or terminate this Agreement. Whether or not a breach results in suspension or termination depends on several factors, including but not limited to, the severity of the breach, the potential harm to other subscribers or the Service, and whether or not the breach is repeated or cured. If Provider suspends or terminates Subscriber's right to access or use the Service, then Provider shall, within 24 hours, provide written notice to Subscriber of such action. Suspension of access to the Service may include a reconnection fee to be paid by Subscriber before access to the Service is restored.

(B) Effect of Termination. Upon termination of this Agreement for any reason, Subscriber shall cease to use the Service and any unpaid fees owed by Subscriber shall be due and payable in full.

6. **Indemnity.**

Subscriber hereby agrees to, at its own expense, indemnify, defend and hold Provider harmless from and against any loss, cost, damages, liability, or expense arising out of or relating to (a) a third-party claim, action or allegation of infringement based on information, data, files or other content submitted by Subscriber, (b) any fraud, manipulation, or other breach of this Agreement by Subscriber, its officers, directors, employees, or any other agent of Subscriber, or (c) any third-party claim, action or allegation brought against Provider arising out of or relating to a dispute with Subscriber or any third party related to any transaction, transmission or communication using the Service. Provider will have the right to participate in defense of

any such matter and hire counsel of its choice, at Subscriber's expense. Subscriber will not settle any action or claims on Provider's behalf without the prior written consent of Provider.

7. Disclaimer of Warranties and Limitation of Liability.

(A) Disclaimer of Warranties. Because, among other things, the Service is provided through the use of the Internet and the Service may be hosted by third party providers over which Provider does not have control, Provider does not guarantee or warrant the security of Subscriber's information or that Subscriber will have continued and uninterrupted access to the Service. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY, OR ACCURACY WITH RESPECT TO THE SERVICE AND ANY SOFTWARE, HARDWARE AND OTHER SERVICES FURNISHED HEREUNDER. ANY MATERIAL, SOFTWARE OR OTHER CONTENT CONTAINED ON THE SERVICE COULD INCLUDE TECHNICAL INACCURACIES OR OTHER ERRORS. YOUR USE AND BROWSING OF THE SERVICE IS AT YOUR OWN RISK. PROVIDER DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SERVICE OR ANY SOFTWARE, HARDWARE OR OTHER SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ALL DEFECTS AND ERRORS IN ANY OF THE FOREGOING WILL BE CORRECTED, OR THAT THE FOREGOING WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY. Provider shall have no responsibility for problems in the Provider Applications that are caused by alterations or modifications to the Provider Applications by anyone other than Provider. The provisions of this Section allocate the risks under this Agreement between Provider and Subscriber and Provider's pricing reflects this allocation of risk and the limitation of liability specified herein.

(B) Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL PROVIDER OR ITS SUPPLIERS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, GOODWILL, OR ANTICIPATED OR LOST PROFITS) THAT RESULT FROM SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR THE STATEMENTS OR CONDUCT OF ANY SUBSCRIBER OR THIRD PARTY ON THE SERVICE. PROVIDER IS NOT LIABLE FOR THE COST OR PROCUREMENT OF SUBSTITUTE SOFTWARE, TECHNOLOGY, OR DATA. PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS RECEIVED BY PROVIDER FROM SUBSCRIBER DURING THE SIX (6) MONTHS PRIOR TO THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH A CLAIM. SUBSCRIBER HEREBY ACKNOWLEDGES THAT THIS PROVISION WILL APPLY WHETHER OR NOT PROVIDER IS GIVEN NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND THAT THIS PROVISION WILL APPLY TO ALL PROVIDER PRODUCTS AND SERVICES (INCLUDING, BUT NOT LIMITED TO, THE PROVIDER APPLICATIONS). Persons or entities accessing or using the information displayed on the Service hereby waive any and all claims against Provider, its directors, officers, employees, agents, representatives and information providers against any and all claims resulting from or arising out of any use to which this information may be put. Please note that some jurisdictions may not allow the exclusion of implied

warranties, so some of the above exclusions may not apply to you.

8. **Governing Law and Miscellaneous Provisions.**

(A) Severability; No Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

(B) Governing Law; Jurisdiction and Venue. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Georgia. Subscriber and Provider hereby consent to such jurisdiction and venue.

(C) Modification. We may amend this Agreement at any time by posting the amended terms via the Service. All amended terms shall automatically be effective after they are posted on the Service. Whenever modifications are put in place, we will notify you of such modifications. If Subscriber continues to use the Service after such amendment, then Subscriber will be considered to have accepted the modifications.

(D) Non-Transferable Right of Use. Access to and use of the Service is for the sole use of registered subscribers. Subscriber may not share its access to enable another user to use the Service.

(E) Malicious Intent. Subscriber agrees not to, directly or indirectly, place or cause to be placed any Subscriber Content or other material into the Service that contains any viruses, worms, cancelbots, timebombs, Trojan horses or other computer programming routines that may damage, interfere with, intercept or expropriate the Service or any other system, data or information.

(F) Control and Use. Provider controls and operates the Service from its headquarters located at 3805 Canton Place, Kennesaw, GA 30144 United States of America.

(G) To the extent any addendums for special services (for example, a wireless services addendum), are applicable to this Agreement and are attached to this Agreement

KSU Housing is committed to complying with U.S. copyright law and expects all end users who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Services ("Members") to do the same. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe that their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet service provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, KSU Housing will remove or block access to the allegedly infringing material. If a Member or user of the KSU Housing Service believes in good faith that a notice of copyright infringement has been wrongly filed, such person may submit a counternotice to KSU Housing. KSU Housing will not be a party to disputes over alleged copyright infringement.