

Definitions.

"The Company" means Fox Business Systems & KansasNet, 531 Ft Riley Blvd. Manhattan, KS 66502.

"The Subscriber", "you", and "your" refer to an individual, corporation or legal entity who incurs usage charges for the Company's services, for the former's own use or who incurs such charges on behalf of a third party user.

Term and Termination.

This agreement commences upon activation of service (September 1, 2000 for existing users), and remains in effect for the selected rate plan period, or until terminated as herein provided. Company reserves the right to make changes to these terms of access upon written notice to subscribers.

The Subscriber may cancel service at any time by issuing an online notice to billing@kansas.net or by calling (785) 776-1452 and giving notification to the billing department.

Customers with accounts that are billed using AutoDebit are billed between the first and the third of each month for that month's service. If your account is paid by method of AutoDebit, you must make your request to terminate your account prior to the next billing, or you will be billed for the service that month.

Subscriber is responsible for charges associated with the service at the time that the service is used. With the exception of the first month of service (which is prorated), Subscriber's service is billed in full months. Service is considered used if subscriber's account is active (not cancelled) on the date of billing (generally the 5th

of) each month.

Service will remain active through the end of the month in which the Subscriber cancels service (the last day of that month).

The Company shall have the right to suspend or terminate this agreement at any time without prior notice to subscriber. The Subscriber also agrees that the Company has the right to delete all data, files or other information that resides or is stored on the Company's hardware, if the Subscriber's account with the Company is terminated, for any reason, by either the Company or Subscriber.

Upon termination, prepaid fees and other charges are not refundable.

Content.

The Company shall have the sole right to decide what information (Web Page content, etc.) can or cannot be uploaded onto, or reside upon, the Company's system and the Company has the right to delete all such information data, or files that it decides cannot reside on the Company's hardware. Content residing on the Company's hardware may be confiscated and used as evidence in the event of abuse or unlawful actions.

Indemnification.

In absence of a written agreement, the Company will not guarantee the privacy of any subscriber's account. Security of a subscriber's password and use of encryption (if desired) is the Subscriber's responsibility. Subscriber and User shall indemnify and hold harmless, the Company, its agents and employees from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the service by Subscriber, User, or any of their personnel, whether or not Subscriber or User has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, an invasion of privacy, infringement of copyright, patent infringement (where Subscriber or User has used, connected, or combined the service with the products or services of others), negligence, breach of security, or tortious behavior. Subscriber agrees to indemnify the Company along with any parties from whom the Company obtains network services, and

to hold them harmless from any claims resulting from the use of the service by Subscriber or its users that damage another party or that violate the law.

Disclaimers of Warranties.

ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, EQUIPMENT, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE COMPANY (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY AND ITS LICENSORS, AGENTS AND EMPLOYEES DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR SECURE. THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SYSTEM IS SOLELY AT YOUR RISK.

1. Limitation of Liability.

The Company is not liable for any charges that apply to the Subscriber as a result of using this service, including, but not limited to, long-distance charges.

COMPANY SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES NOT PROVIDED BY COMPANY, FAILURE OF COMMUNICATIONS, POWER OUTAGES, OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF COMPANY, NOR SHALL COMPANY BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S OR ITS USERS' EQUIPMENT. SUBSCRIBER AND USER HEREBY RELEASE COMPANY FROM LIABILITY ARISING FROM ANY CONTENT ACCESSED VIA THE SERVICE. COMPANY'S PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD, OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. COMPANY SHALL NOT BE LIABLE IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S OR ITS USERS' EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR

PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC. THE LIABILITY OF COMPANY FOR ACTUAL PROVEN DAMAGES FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OF OR DISRUPTION OF SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO AN AMOUNT EQUIVALENT TO CHARGES PAYABLE BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE SERVICE DURING THE PERIOD SUCH DAMAGES OCCUR. COMPANY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING THE SERVICE, AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY AND ANY OTHER WARRANTY IMPLIED BY LAW.

2. Use of Service.

A. Subscriber shall insure that its users shall comply with the terms and conditions of this agreement.

B. Accounts are sold on a single log-in basis and multiple connections cannot be accessed simultaneously by single, or multiple users.

C. Dial-up accounts are not intended to be a continuous connection to the service and are subject to idle timeouts (10 minutes of not sending or receiving any information could result in loss of the connection). (Note: KansasNet does offer dedicated connections to the Internet. Feel free to contact sales for pricing information).

D. Subscriber and its users shall not use or permit its end users to use the services in ways that violate laws, infringe the rights of others, interfere with users of our service or other service networks. Subscriber is responsible for the knowledge of and adherence to any and all laws, statutes and regulations pertaining to or in any way connected with the services provided by the Company and all use of any information, data, material or service in violation of any such law, etc., is strictly prohibited.

E. By posting information in or otherwise using any communications service, chat room,

message board, news group, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that:

1. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates Company's rules or policies;

2. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

3. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

4. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;

5. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or other information of any third party; or

6. Impersonates any person or entity, including any employee or representative of the Company.

You further agree that you will not knowingly solicit or collect personal information from a minor without appropriate prior verifiable parental consent.

Company generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, news groups, software libraries, or other interactive services that may be available on or through this site. However, Company and its agents have the right at their sole discretion to remove any content that, in Company's judgment, does not comply with these rules or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content.

F. Subscribers rights herein granted, cannot be transferred, assigned, shared, sold, or used by anyone other than the Subscriber without prior written authorization from Company.

G. Subscriber and/or users shall not establish Internet servers of any kind, including without limitation, Web, e-mail, games, FTP, or the like, without prior written authorization and pricing agreement from the Company.

H. Company reserves the right to change without notice, certain aspects of service, including, but not limited to: What constitutes abuse by subscribers, what content may reside on company's equipment, pricing, and services offered.

In the event that a Subscriber uses the Company's services or hardware to Spam, send unsolicited email, or attempt to gain access to (including, but not limited to, testing for open relays), or cause damage to (including, but not limited to, hacking and sending viruses) any of the Company's or a third-party's systems, or other property, that Subscriber will be liable for any and all damages transmitted from, or connected with, subscriber's account. Subscriber agrees to pay actual damages, if the extent of such actual damages can be sufficiently calculated by KansasNet. When damages are not sufficiently measurable, determination of damages will be made by KansasNet and or, third party representation.

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