

Please read the following Policies and Procedures.    **Acceptable Use Policy:** This Acceptable Use Policy constitutes an Agreement between Leavenworth Online Inc. Inc. and its account holders ("Customers") and System Users. This agreement applies to all Leavenworth Online customers including dial-up account holders, FTP access account holders and all users accessing any World Wide Web server hosted on Leavenworth Online Inc. network computers, servers and related systems ("System Users"). This Agreement represents the complete agreement and understanding between Leavenworth Online and its Customers and System Users and supersedes any other written or oral agreement. Upon notice published on-line via the Leavenworth Online Inc. web site ([www.lvnworth.com](http://www.lvnworth.com)) Leavenworth Online may modify the terms of this Agreement. Leavenworth Online reserves the right to discontinue or change services offered.

USE OF YOUR ACCOUNT CONSTITUTES YOUR APPROVAL AND ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT IS A CONDITION TO USE LEAVENWORTH ONLINE

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO USE LEAVENWORTH ONLINE INC. IF YOU ARE A CUSTOMER, PLEASE NOTIFY OUR BILLING DEPARTMENT AT 913-727-2225 SO WE CAN CLOSE YOUR ACCOUNT ACCESS IMMEDIATELY.

**Limitation of Warranty** Leavenworth Online makes no warranties of any kind, whether express or implied, for the service it is providing. Leavenworth Online Inc. will not be responsible for damages suffered by a Customer, including, without limitation, incidental or consequential damages or lost profits. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, system failures or service interruptions caused by any source whatsoever, including Leavenworth Online's own negligence, subscriber's errors or omissions, or due to the fault of third parties. Customers understand and agree that Leavenworth Online Inc. undertakes no obligation to maintain, protect or safeguard Customer's data stored on any Leavenworth Online Inc. equipment and Customer agrees to accept responsibility for maintaining backup copies of all such data. Customer agrees to upload and store data on Leavenworth Online equipment at Customer's own risk and Customer expressly assumes such risk.

**Compliance with Law and Intellectual Property Rights** Customers and System Users agree that all services provided by Leavenworth Online will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data or material in violation of any U.S., State or International law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and System Users warrant that any data uploaded for publication on Leavenworth Online web servers does not violate or infringe upon copyright, trademark, patent, statutory common law or proprietary interest of others or contain anything obscene or libelous.

**Removal and Destruction of Illegal or Offensive Data** Customers and System Users agree that Leavenworth Online shall have the absolute right to remove any and all materials which, in the sole and unrestricted discretion of Leavenworth Online Inc., violate law or fail to conform to this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

**Indemnity** Customers and System Users agree to defend, hold harmless and expeditiously indemnify Leavenworth Online from any liability, claim, loss, damage or expense, including reasonable attorney's fees asserted against Leavenworth Online Inc., its agents, its customers, officers and employees, that may arise out of the Customer's or System User's breach or violation of any term, condition, or covenant contained in this Agreement or resulting from the use of any Leavenworth Online Inc. system, network or service.

**Use of Network Access** Leavenworth Online Inc. access and web server accounts cannot be transferred or used by anyone other than the Leavenworth Online Customers or authorized System Users. Customers and System Users may not sell, lease, rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of Leavenworth Online Inc. Use of Network bandwidth is expected to be reasonable and moderate. Leavenworth Online Inc. reserves the right to impose additional charges for use of Network bandwidth in excess of reasonable or allocated amounts. Customers will receive advanced notice of Leavenworth Online Inc.'s intent to impose any such charges.

**Agreement with Minors** Leavenworth Online requires that its agreements be made with a person who is qualified to contract. As such, Customers must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this Agreement and assume responsibility for payment of Leavenworth Online services and for Customer's compliance with this Agreement.

**Disruption of Network Services, Excessive Use** Customers and System Users shall ensure that use of Leavenworth Online's network services shall not disrupt Leavenworth Online, its associated networks or equipment forming part of Leavenworth Online's or the Internet's systems. Customers and System Users shall not transmit any communication where the meaning of the message, or its transmission or distribution, would violate any applicable law or regulation or would likely be offensive to the recipient thereof. No message may be mass distributed, "broadcast", or otherwise sent on an intrusive basis to any Leavenworth Online user or to any directly or indirectly attached network. Use of Leavenworth Online's Internet connection in a manner that is disruptive, damaging, unlawful, offensive or intrusive as determined by Leavenworth Online Inc. shall be considered a breach of this Agreement and may result in cancellation of service. It is not acceptable to use Leavenworth Online's services and facilities to interfere with or disrupt other network users, services or equipment. Such interference or disruption includes, but is not limited to: improper, harassing or offensive distribution of unsolicited advertising, excessive newsgroup cross-posting, transmissions of any type or quantity that causes disruption of service to others, propagation of computer worms or viruses, use of the network to make unauthorized entry to other computer networks, information or communications devices or resources, sustained, excessive use of Leavenworth Online's access service, equipment or network connection without prior arrangement with Leavenworth

Online.

**Unlimited Access Accounts** Unlimited access accounts are sold on a "Single User" basis. Unlimited access does not mean dedicated access. Dedicated accounts are available. Multiple logins (2 sessions at once) are NOT allowed or permitted.

**Automated Software and Connection** The installation, compiling, use or implementation of any of the following is prohibited without express permission: Robots, Bots, Mail Bombs, Syn Bombs or Attacks, Spamming of any kind, etc. Any process that causes excessive use of system resources to the point where other users may be affected is strictly prohibited. Software may not be installed on or compiled on any Leavenworth Online Inc. server without prior explicit permission. The use of any unattended connection software is prohibited without prior permission. All Leavenworth Online Inc. access accounts are for the use of human beings and require that a human being be present to initiate and monitor connections. Leavenworth Online has a 10-15 minute dial up inactivity timeout. The use of any program to defeat this timeout is strictly prohibited. Any violation may result in immediate termination of service.

**Idle Timeout - Dial up** User agrees to have their online session automatically terminated after ten (10) to fifteen (15) minutes of consecutive inactivity.

**Hard-Limit Timeout - Dial up** User agrees to have an online session automatically terminated after six (6) hours of consecutive time.

**Account Cancellation** Leavenworth Online reserves the right to cancel service for any reason without prior notice. In the event of cancellation, unused fees for the current month will not be refunded or pro-rated.

Any customer may discontinue service at any time, for any reason. If a customer chooses to cancel services, they must notify Leavenworth Online. Notification will be accepted via email, fax, telephone or letter. Customer must receive confirmation of cancellation for cancellation to be effective. Leavenworth Online is not responsible for unconfirmed cancellations and will not refund charges for unconfirmed cancellations.

**Refunds** Leavenworth Online provides an open-ended, unwritten, service agreement to all of its customers. This agreement for service is not consummated by a signed contract or written guarantee. Satisfaction with this unwritten agreement is assumed by each customer's continuance of the service. Any customer may discontinue service at any time, for any reason. If a customer chooses to cancel services, they must notify Leavenworth Online Inc. Prepaid service agreements assume a discounted rate for a pre-committed term. No refunds will be given for early cancellation on a prepaid or monthly account.

**Payment Policy** All payments are due by the first of the month. Any payment received after the fifth day of the month will be considered delinquent. A \$5.00 late fee will be added to any delinquent account. To avoid service interruption ensure payment is received on time. All delinquent accounts will be deactivated on the tenth day of the month. If an account is deactivated, a \$5.00 reactivation fee will be assessed.

All pricing is guaranteed for the term of pre-payment. Leavenworth Online reserves the right to change prices at any time.

**Credit Card Customers:** Credit Cards are charged one to two days before the first business day of the month. If there is a problem with your credit card, Leavenworth Online will attempt to call you to resolve the issue. If we are unsuccessful at reaching you, the account will be temporarily deactivated until you contact our office. Under normal circumstances, no late or reactivation fees will be assessed to the account unless contact is not made before normal late fees would be assessed.

Checks returned for Non-Sufficient Funds (NSF) will be assessed a \$30 charge. Payment on the NSF check must be made in cash. If payment is not received within seven (7) days, the Customer will be sent, via certified mail, restricted delivery, a Seven-Day Worthless Check letter. If payment is still not made, the Customer's information will be turned over to the proper legal authorities.

**Billing** You will NOT receive a bill in the mail. Monthly reminders are sent out each month via e-mail.

If you are a customer that pays by credit card, your card will continue to be charged upon due balance. If this is not your intention, it is your responsibility to contact Leavenworth Online via e-mail, mail, or phone. Customer must receive confirmation of payment change from credit card for the change to be effective.

Leavenworth Online has the right to change policies, procedures, prices, etc at any time and without notice.