

Kern Technology Solutions, Inc.
5610 District Blvd., Suite 104
Bakersfield, CA 93313

User Agreement - Internet Access / Website Hosting / Server Co-Location

Terms and Conditions of Service for Kern Technology Solutions, Inc

This agreement represents the complete agreement and understanding between Kern Technology Solutions, Inc. and the account holder and supersedes any other written or oral agreement. Upon notice published on-line via Kern Technology Solutions, Inc., Kern Technology Solutions, Inc. may modify these terms and conditions, amplify them, and/or modify the prices, as well as discontinue or change the services offered.

If you do not agree to these terms and conditions, please notify our accounting department at (661) 835-8254 so we may initiate a closure of your account.

Provision of services

Kern Technology Solutions, Inc. will provide services on its host computing systems to individual account holders in exchange for payment of fees and compliance with the terms and conditions of this document.

The account holder of computing, telecommunications, software, and information services provided by Kern Technology Solutions, Inc., defines Kern Technology Solutions, Inc. as the provider. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the Global Internet.

Kern Technology Solutions, Inc. services includes access to World Wide Web. Some of the content contains discussions, language or pictures about subjects intended for Adult audiences. Account holders less than 18 years old must have a parent or legal guardian agree to these conditions to indicate acceptance and knowledge of this. No account can be established with Kern Technology Solutions, Inc. until we have the signature in hand.

Your Privacy

Kern Technology Solutions, Inc. will not disclose any subscriber information with the exception of a court order or specified legal process or governmental requests.

Use of Material

Kern Technology Solutions, Inc. reserves the right to remove any content posted to its system that deems offensive, inappropriate, or in violation of its policies. Kern Technology Solutions, Inc. also reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. Subscribers, of course, also remain legally responsible for any such conduct.

In using Kern Technology Solutions, Inc., subscribers accept the following restrictions, and agree to use the system only for lawful purposes. In addition, subscribers agree not to use or allow others to use Kern Technology Solutions, Inc.:

1. To post or transmit hate speech, threats of physical violence, or harassing content
2. To post or transmit material in violation of copyright laws

3. To post or transmit content that is legally obscene or that violates child pornography statutes; that contains graphic depictions of sexual acts, or visual depictions of sexually explicit conduct involving children; or that contains depictions of children, the primary appeal of which is prurient
4. To post or transmit other sexually-oriented material that, in the specific context, is offensive or inappropriate
5. To post or transmit commercial or bulk e-mail without the prior written approval of Kern Technology Solutions, Inc.
6. To post or transmit off-topic or commercial messages on forums or newsgroups
7. To engage in illegal, unlawful, or tortuous conduct or other conduct that interferes with Kern Technology Solutions, Inc. ability to provide service or interferes with the rights of others. Such conduct includes, but is not limited to: libel, invasion of privacy, consumer fraud, unauthorized dissemination of trade secrets, violation of trademark laws, hacking, or transmittal of commercially restricted information.

Kern Technology Solutions, Inc. subscribers and account holders may not upload, post, transmit or otherwise make available on our service any material protected by copyright in a manner that infringes that copyright. This includes , but is not limited to, uploading or downloading MP3 files without the expressed written permission of the copyright holder. In accordance with the Digital Millennium Copyright Act, it is the policy of Kern Technology Solutions, Inc. to terminate in appropriate circumstances of any subscriber or account holder who is a repeat infringer. Kern Technology Solutions, Inc. expressly reserves the right to terminate or suspend the service of any subscriber or account holder even for a single act of infringement. These policies do not affect any other rights Kern Technology Solutions, Inc. may have under law or contract

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Kern Internet Services to locate the material;
4. Information reasonably sufficient to permit Kern Internet Services to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Use of Services

The account holder agrees to maintain a secure wireless router WEP password to the account. Secure passwords are those that are between 6 and 8 characters long, contain upper and lower case letters, and numbers or other characters, and can not be found in direct or reverse order in a dictionary, without regard to the language of the dictionary.

The account holder agrees not to use any process, program, or tool via Kern Technology Solutions, Inc. for guessing the passwords of account holders on Kern Technology Solutions, Inc. or other systems. The account holder agrees not to use Kern Technology Solutions, Inc. to make unauthorized attempts to access the systems and networks of others. Violation of this policy will result in account termination and the possible involvement of law enforcement officials. Kern Technology Solutions, Inc. hereby gives notice that it will cooperate in any investigation of such activities by law enforcement officials.

The account holder agrees to use the services provided by Kern Technology Solutions, Inc. as permitted by applicable local, state, and federal laws. The account holder agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

The account holder acknowledges that Kern Technology Solutions, Inc. is a commercial entity. Advertising via Kern Technology Solutions, Inc., whether through Usenet, electronic mail, or other media, without the special written permission of Kern Technology Solutions, Inc., is prohibited and may be grounds for account termination or other administrative action.

The account holder agrees to not resell or provide services using his or her Internet connection via Kern Technology Solutions, Inc., whether those services be advertising, or other purposes. Violation of this section may be grounds for levying of additional charges or termination of the account.

The account holder understands that it is their responsibility to backup content stored on Kern Technology Solutions, Inc. servers. Kern Technology Solutions, Inc. does backup content stored on our servers but it not responsible for any loss of content.

Indemnification

The account holder acknowledges that Kern Technology Solutions, Inc. makes an honest effort to keep the information available on Kern Technology Solutions, Inc. accurate. However, Kern Technology Solutions, Inc. can make no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity for the data and/or information available. Use of information obtained from or through Kern Technology Solutions, Inc. is at the risk of the account holder.

The account holder also acknowledges that the information available through the interconnecting networks may not be accurate. Kern Technology Solutions, Inc. has no ability or authority over the material. Kern Technology Solutions, Inc. can make no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through Kern Technology Solutions, Inc. is at the risk of the account holder.

The account holder agrees to indemnify and hold Kern Technology Solutions, Inc. harmless from any claims, including attorney's fees, resulting from the account holder receiving Kern Technology Solutions, Inc. that cause direct or indirect damage to another party.

Payment of fees and penalties

Kern Technology Solutions, Inc. will bill in advance for services on a month-to-month basis. Invoices are emailed or faxed by the 20 of each month for the following month billing cycle, payment is due upon receipt of our invoice.

Delinquent accounts are those that remain unpaid by the 5th of the current month and are subject termination without further notice.

There is a service charge of \$35 to remove webhosting accounts from accounting hold status.

There is a service charge of \$50 to remove broadband wireless accounts from accounting hold status.

The account holder acknowledges responsibility for the account until payment in full is made.

There is a \$15.00 service charge for each returned check.

Account Cancellations

Cancellation requests for Kern Technology Solutions, Inc. accounts must be received in writing via email, fax, or postal service at Kern Technology Solutions, Inc. main office. Such requests must be received by 5:00 PM Pacific time on the last day of the current month in order to be processed by the beginning of the next accounting cycle.

Kern Technology Solutions, Inc. accounts must be paid in full before the transaction will be considered complete.

Abuse of Services

Any use of Kern Technology Solutions, Inc. system resources that disrupts the normal use of the system for other Kern Technology Solutions, Inc. customers is considered to be abuse of system resources and is grounds for Administrative intervention. Some examples of system abuse include spawning dozens of processes, consuming excessive amounts of memory or CPU for long periods of time, installing programs that spawn viruses or un-solicited email. Any use of P2P file sharing programs. We do not allow executable programs on our servers without written authorization and proof that the program has undergone testing for security.

Depending on the nature and the severity of the abuse, the user may receive an E-mail warning or have their account suspended by Kern Technology Solutions, Inc. Technical Support. If the misuse is unintentional, the suspension may be rescinded following discussion with Kern Technology Solutions, Inc. Technical Support. If the misuse is intentional, the suspension may be rescinded at the discretion of the Operations Manager, and may require the payment of a service reconnection charge. Occasionally, unintentional misuse is misclassified as intentional misuse. Customers who believe their activity has been misclassified may appeal to the Operations Manager.

Violations of any of the Kern Technology Solutions, Inc. conditions of use are unethical and may be criminal offenses. You are expected to report to Kern Technology Solutions, Inc. any information you may have concerning instances in which the conditions of use have been or are being violated. When Kern Technology Solutions, Inc. becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorized activity, Kern Technology Solutions, Inc. may suspend access to services to the individual account in question. Confirmation of violations may result in cancellation of the individual account and/or criminal prosecution. The account suspension may be rescinded at the discretion of the Operations Manager, following payment of a reconnection charge.

I have read, understand, and agree to the above terms and conditions.

Print Name

X _____

Signature

X _____

Date

X _____