



# Lighthouse.Net

## ACCEPTABLE USE POLICY

### Including Fair Access Policy

This document is intended to provide a general understanding of Lighthouse.Net's policy on the Acceptable Use of the Lighthouse.Net Internet access service ("Service" or "we"). It is designed to help protect our Service, our customers ("Subscribers", "you" or "your"), and the Internet community, from irresponsible or illegal activities. We hope and expect that common sense and good judgment will guide all of our subscribers' Internet activities. These guidelines point out generally accepted practices on a range of topics and the general Lighthouse.Net Service approach to these areas.

The key contributing factors to decisions and actions taken on Acceptable Use Policy violations include but are not limited to protection of our customers and our resources, provision of quality service to our customers, compliance with applicable law, and the protection of our reputation as a service provider.

If a Lighthouse.Net account is involved in a violation of these policies, we reserve the right to at our sole discursions, suspend or terminate Service without notice. Our preferred course of action would be to advise the account owner of the inappropriate behavior and any corrective action that may be necessary. However, repeated or flagrant violations of these policies may result in immediate termination of Service.

In the event that an account is deactivated or canceled as a result of any activities proscribed by these policies, the account may be subject to set-up fees, reactivation charges and/or deposit requirements to be determined by Lighthouse.Net if such account is permitted to be re-activated or re-established. Users whose accounts have been canceled for misuse or violation of the Service Agreement or these policies are not entitled to re-register for the Service without express written approval from Lighthouse.Net outside the normal flow of the registration process. Any further registrations for the Service by or for the user whose account has been terminated for such activities may be rejected or the new account(s) may be terminated upon discovery, and such further registration or use may subject the user to additional account set-up, analysis, monthly usage and/or termination charges for each such registration in amounts to be determined by Lighthouse.Net.

Lighthouse.Net may take such action as it deems appropriate against any subscriber or account user for violations of the Service Agreement or of these policies. However, there is no promise or obligation on our part to monitor or police any such activity and Lighthouse.Net will have no liability to any party for any other party's violation of these policies or the Service Agreement.

### **Impersonation**

You may not attempt to send Electronic Mail or USENET News articles using a name and address of someone other than yourself. Attempting to impersonate any person, using forged headers or other identifying information, is prohibited. Attempts to do so that are discovered by Lighthouse.Net or reported by other parties may be reported to the proper authority immediately, and may result in the offending account being terminated immediately. The use of anonymous re-mailers and nicknames, by themselves, does not necessarily constitute impersonation if it is not being done with the intention of misleading the recipient or another party into believing that you are some other specifically identifiable user or person other than yourself.

### **Network unfriendly activity**

Activities which adversely affect the ability of other people or systems to use Lighthouse.Net Services or the Internet is prohibited.

### **Unauthorized uses - non-payment**

Sharing dial-up accounts on unlimited usage plans with anyone other than immediate family members, or re-selling Service without express written consent from Lighthouse.Net, or offering any public information service using such accounts, such as running a web server or FTP server, is prohibited. Subscribers may not provide public or commercial information over such dial connections. Lighthouse.Net does offer dedicated connection services for such purposes. Untimely payment of any and all amounts due may result in account cancellation.

### **Fair Access Policy on excessive usage, bandwidth or disk utilization**

Internet account, service or feature descriptions may specify limits on dial-in sessions, bandwidth and/or disk utilization including email sizes. Use in excess of those limits is not permitted without an appropriate change in account type or status and may incur additional charges for such usage. Bandwidth, sessions and disk utilization will be modified, monitored or revised by Lighthouse.Net from time to time in developing its product and service offerings. In addition, sessions on dial-up accounts which exceed a reasonable time may be terminated in order to protect network resources and preserve Service availability for other users. In the event Lighthouse.Net determines that an account is exceeding the relevant bandwidth, sessions or disk utilization, or frequently exceeding reasonable sessions times for dial-up accounts, the account owner will generally be notified by their Lighthouse contact e-mail. If the excess use continues after such notification, the owner may be requested to upgrade the account's Service agreement or to modify the activity creating the excess use, or the account may be terminated.

If excessive bandwidth, disk space utilization or dial-up session length is determined to adversely affect Lighthouse.Net's ability to provide service, immediate action may be taken. The account owner may be notified by e-mail as soon as practicable thereafter.

Lighthouse recognizes that in some cases a small percent of customers can account for a disproportionate share of data usage on the Lighthouse network. To ensure that all Lighthouse customers have equitable access to the internet, Lighthouse has implemented a Fair Access Policy (or "FAP"). Lighthouse has set usage guidelines on abusing access by allowing your connection to be accessing continuously at or near maximum bandwidth. These guidelines are very liberal and will not affect or impact the power user or any average user of services. If you are one of the isolated subscribers who exceeds these thresholds, Lighthouse will limit the speed at which you can send and receive data over the Lighthouse access network. You will still be able to use the Lighthouse Internet access service but your accessible bandwidth will be reduced. In cases of extreme and continued violation of the FAP limitations, your service may be suspended. Lighthouse may use other traffic management and prioritization tools to help ensure equitable access to the Lighthouse network for all customers. If you chose to violate the FAP, your Lighthouse Internet access is not guaranteed and is subject to termination or restriction based on this FAP.

We monitor for continuous excessive bandwidth usage for extended periods of time based on an analysis of typical customers use. All subscribers' access and use is charted and monitored from our access points and servers. We expect our subscribers to utilize our service as much as possible but cannot allow abuse that affects others ability to use the Service. The amount of bandwidth on any plan is the maximum that can be accessed, not a minimum. Maximum bandwidth plans are subjective and no actual speeds are guaranteed. Access to our Broadband and High-speed networks is designed to be available for all of our subscribers to use at any time.

We will notify you via your Lighthouse contact email address if you are using excessive bandwidth continuously. This notification is designed to alert you to the situation and allow you to adjust your use or may inform you of a situation you may be unaware of. In some cases this use is caused by

network problems or infected computers. If the use does not change Lighthouse will reduce your available maximum access by half and continue to monitor your connection. If the restricted connection continues to run at maximum continuous access levels we will again notify you via your Lighthouse contact email address and reduce your access level by half again. Continuously high bandwidth usage for an extended period affects everyone using connections and may result in termination of your Lighthouse account.

Almost 99% of our subscribers will never be affected by the FAP since their use is typical of the majority of Internet users and consists primarily of Web surfing and a reasonable amount of downloading. The table below shows the monthly FAP limits for each plan. These limits specify the amount of data that you can upload and download before your access speed is reduced. Please note that your Actual Usage is far more likely to exceed the FAP limits below if you use peer-to-peer file sharing programs, you use a webcam or you download full length movies, large quantities of music files, full software applications or similar high-bandwidth activities.

### **Idle Timeouts for Dial-up Accounts**

Dial-up account sessions that use the Lighthouse.Net Service are subject to idle timeouts. An account session may be determined to be idle if there appears to be no interactive, human generated data received from the remote user's computer system within a prescribed amount of time. Refer to the "Terms and Conditions" guidelines for specific information.

### **Automated Data**

Data that is generated on a user's computer system automatically, either by an automated program, script, automatic re-dialers or any other software device, is considered automated data. Automated data of any kind is not considered interactive use of the Lighthouse.Net Service, and as such, may be disregarded in determining idle timeouts.

Subscribers to "limited access" or "unlimited access" plans for dial users may make reasonable use of the Service within the "Terms and Conditions" guidelines. Specific plans have limits on hours used and access times. These plans are not intended to provide full-time connections and the Service may be disconnected after a significant period of inactivity or after sessions of excessive length. Subscribers should keep the connection open only when actively using it, and may not use any automatic method to avoid inactivity disconnect. Intentional use of automated data methods to avoid idle timeouts on dial-up accounts is prohibited and grounds for account termination at Lighthouse.Net's sole discretion. This includes the use of automatic redialers to reinstate an idle connection.

### **Misuse of Subscriber Account**

Internet access accounts cannot be transferred or used by anyone other than the subscriber and members of the subscriber's immediate family. Account sharing (other than among immediate family members) is strictly prohibited. No more than one login session can be active at a time on a subscriber's dial-up account. Accounts which have been transferred to other parties, or which show other activity in violation of this condition, may be terminated without notice.

### **Service, Network and System Interference**

Subscribers may not attempt to interfere with or compromise the operation of the Lighthouse.Net network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system.

Subscribers may not use Lighthouse.Net's systems in a manner that adversely affects the availability of its resources to other Lighthouse.Net customers.

### **Facility Usage**

Subscribers may only use those Lighthouse.Net Service online and computing facilities and Service areas which have been authorized for subscriber use. If access is protected by a password, subscribers are not to make this password available to others or use the password(s) of others to gain access to such areas. Subscribers may not attempt to find out the password of another user, nor aid such attempt by any other person.

Subscribers may use Lighthouse.Net Service online and computing facilities and Service areas only for authorized purposes.

Subscribers may not attempt to interfere with the proper or intended operation of any computing facility.

Subscribers may not attempt to subvert -- or aid others to subvert -- the security of any computing facility.

Subscribers may not interfere with use by any other authorized user, nor compromise the confidentiality of Lighthouse.Net's or any other party's internal business practices or records.

Any attempts, whether successful or not, to gain access to any computer system or customer's data without consent is prohibited.

### **Privacy**

It may be necessary for Lighthouse.Net employees or representatives to examine system operational and accounting logs and other records to resolve Service-related problems. Lighthouse.Net reserves the right to access an account's mailbox or other features to resolve problems or mail system errors.

In addition, Lighthouse.Net will cooperate with the appropriate legal authorities or other parties in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence, or other illegal activity.

Lighthouse.Net makes no guarantee and assumes no liability for the security of any data on any server including those designated as "secure servers."

No computer system can be completely protected or should be considered 100% safe from intrusion. E-mail and other data transmissions over the Internet may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, such information is only as secure as the encryption method used.

Lighthouse.Net does not generally monitor the activity of accounts except to measure system utilization and accumulate billing records. However, in our efforts to protect the integrity of our Service and fulfill any responsibility we may have as good citizens within the Internet community, if we become aware of inappropriate use of the Lighthouse.Net Service we may respond accordingly.

### **Censorship**

Lighthouse.Net does not intend to censor the content of any newsgroups or other communications passing through its systems. We believe such choices should generally be left to the individual subscriber. Software tools are available to screen a subscriber account's access to newsgroups and Web sites that might be considered offensive. It is the subscriber's responsibility to make use of such tools if desired.

Newsgroup postings and other e-mail messages sent via Lighthouse.Net and the Internet are communications between the senders and consenting receivers thereof, and Lighthouse.Net has neither the authority nor the responsibility to regulate their content. The views and comments expressed by Lighthouse.Net subscribers or other senders of such postings or messages are solely

those of their authors and do not reflect any review, approval or endorsement by Lighthouse.Net. Lighthouse.Net will, however, attempt to assist subscribers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and who notify Lighthouse.Net of the problem.

### **Illegal Activity**

Internet access and all other Services provided to Lighthouse.Net subscribers may be used for lawful purposes only, and use by a subscriber of the Lighthouse.Net Service for the transmission or storage of any information, data, or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright, trade secrets, and information that is confidential as a matter of law) is strictly prohibited. The subscriber may not use the Lighthouse.Net Service to transmit or store any information, data, or material that is threatening, libelous, or obscene.

### **Copyright Infringement**

It is assumed that, unless otherwise specified by the sender, all data distributed on the Internet by the sender is intended to remain the intellectual property of the sender or the party who furnished such data to the sender, and each subscriber transmitting any such data (or making it available for download or other transmissions) is assumed to warrant that he or she has full ownership rights or appropriate licenses to the reports, documents, photographs, graphic images, audio files, video files and other data placed on the subscriber's personal web pages or otherwise transmitted. Lighthouse.Net subscribers are solely responsible for any actions which may be necessary to protect ownership rights in such data. Subscribers acknowledge that Lighthouse.Net has no control over the individuals using the Internet and that Lighthouse.Net expressly does not warrant that any individuals might not make copies of or otherwise infringe upon the subscriber's information as distributed on the Internet.

Subscribers should be aware of the law of copyright as it affects computer software and other information or materials available or accessible on the Internet. A formal copyright notice need not be in evidence for legal copyright protection to be in force.

As a general rule, the subscriber is the copyright owner of any file which that subscriber solely creates for his or her own exclusive use. Any other file is copyright either by its creator, by commercial vendors, or by other individual users, and it is generally illegal for the subscriber to reproduce such file in any part or in any form, except by permission of the copyright owner or under an appropriate statutory exception.

Ownership of any software developed or modified by Lighthouse.Net and all graphics, text or other information or content materials supplied or furnished by Lighthouse.Net as part of the Lighthouse.Net Service or for incorporation into a subscriber's personal Web page in connection with the Service shall remain with Lighthouse.Net (or the party which supplied such materials to Lighthouse.Net).

Removing or falsifying the source or origin of software or other material contained in a file that a subscriber has uploaded is prohibited.

Knowingly receiving or downloading a file that cannot be legally distributed is prohibited, even though a file may have been mailed or posted notwithstanding such illegality.

### **E-Mail Notices from Lighthouse.Net**

Users may receive announcements from time to time from the Lighthouse.Net Service via e-mail regarding various aspects of the Service, including without limitation notices of feature upgrades or changes, Service-affecting issues or events, special offers for Service users from Lighthouse.Net distribution partners or other parties, etc.

## **Unsolicited E-mail**

Sending mass, unsolicited e-mail by Service users is prohibited.

Using a Lighthouse.Net e-mail address to collect responses from unsolicited commercial e-mail is prohibited.

Sending unsolicited e-mail advertising a service or web site, newsgroup, etc. located or hosted within the Lighthouse.Net domain space or address space, or service otherwise associated with Lighthouse.Net is prohibited regardless of e-mail point of origin.

## **Mail bombing**

Sending large volumes of unsolicited e-mail to a single user, or group of users, commercial or otherwise, by Service users is prohibited.

## **Harassment, E-Mail Misuse**

Sending outrageously threatening or harassing e-mail (for example, making terroristic threats, or threatening physical injury or damage to persons or property), is prohibited and in some cases illegal. However, not every "flame" message or angry exchange of e-mail can automatically be considered harassment. LIGHTHOUSE.NET is not responsible for the content or tone of any e-mail or other transmissions of the subscribers to its Service or other parties using the Internet, and subscribers or others should not expect that Lighthouse.Net will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. However, Lighthouse.Net will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by subscribers or other users who believe they are being subjected to potentially unlawful harassment.

## **Other E-mail related issues**

Subscribers also may not engage in the following activities while using the Lighthouse.Net service:

- Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties;
- Mailing or sending files that contain copyrighted, commercial software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents;
- Knowingly or maliciously transmitting files that contain a virus or corrupted data;
- Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- Publishing, posting, distributing or disseminating defamatory, infringing, obscene or other unlawful material or information;
- Using the Lighthouse.Net Service or systems to illegally threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;

Illegal use of e-mail accounts may be reported by involved parties to the proper authorities. Lighthouse.Net does not control or monitor content of email accounts.

### **Newsgroup spamming**

Excessive cross-posting, or posting the same article to several newsgroups, is prohibited. Generally accepted standards allow no more than 6 newsgroups, or cross-postings, for a single article or substantially similar articles. Articles posted in violation of these policies may be canceled.

### **Off-topic or inappropriate newsgroup postings**

Generally, there is no restriction on content or postings, except as defined by each newsgroup. Posting binaries to non-binary newsgroups is not allowed. Posting of off-topic articles is prohibited. Please note that commercial advertisements are off-topic in the vast majority of newsgroups.

### **Internet Relay Chat (IRC) & Peer to Peer or Other Sharing**

Violation of any accepted policies on IRC servers and the use of IRC bots is prohibited. If Lighthouse.Net is banned or threatened with being banned or restricted from a server, the offending account may be terminated. Peer to Peer sharing can use excessive bandwidth and falls under the Fair Access Policy. Any Peer to Peer or other connections that violate copyright or other laws is prohibited and can result in termination.

### **Miscellaneous**

Any other behavior as determined by Lighthouse.Net to be unacceptable. This includes any behavior deemed unacceptable by other ISPs, in violation of generally acceptable "Netiquette" practices, behavior which causes Lighthouse.Net to be viewed unfavorably by others, or other behavior which may cause Lighthouse.Net to be adversely affected via e-mail or news blocking, or which may cause Lighthouse.Net to appear on detrimental lists for spamming, etc.

### **Acceptable Use Policy Modifications**

Lighthouse.Net reserves the right to modify its Acceptable Use Policies at any time at its discretion. Such changes, or notice thereof, will generally be posted online on the Service or otherwise electronically transmitted to users over the Service. A subscriber's use of the Service after such posting or other notice shall constitute acceptance of such policies by the subscriber.