



# Lighthouse.Net

## GENERAL TERMS & CONDITIONS of SERVICE

Please refer to our *Acceptable Use Policy* on our website; [www.lighthouse.net](http://www.lighthouse.net), for additional information on use of our service. Specific services may have additional contracts with defined Terms and Conditions as well as other use clauses that override these general terms and conditions. If you are a subscriber using a service that has a signed contract, please consult that contract for more specific information regarding that service and its terms. Any area not covered by the specific contracts would default to these General Terms and Conditions of Service.

By using any of the Lighthouse.Net services (including Internet services, email services, website services, storage services, software) or any services made available by Lighthouse.Net either directly or indirectly whether managed, sub-contracted or owned by Lighthouse.Net. These and any other services will herein be collectively referred to as "Services". Use of these services automatically indicates agreement to these *Terms and Conditions*. Users of these services will be referred to herein as "Subscribers". Subscribers are also subject to the Lighthouse.Net *Acceptable Use Policy*. The *Terms and Conditions* and *Acceptable Use Policy* will herein be referred to as the "Rules".

The *Acceptable Use Policy* is available on the Lighthouse.Net website and use of the Services is automatic acceptance of the *AUP* rules for use.

If Subscribers do not agree to the *Terms and Conditions* and or the *Acceptable Use Policy* Subscribers should discontinue using Lighthouse.Net immediately and contact the billing representative to cancel Subscriber account.

WildBlue Satellite subscribers are also subject to the WildBlue Terms of service, Fair Access Policy and their contract and service requirements available at [www.wildblue.com](http://www.wildblue.com). Please consult their site for the latest information.

### **Warranty Disclaimers:**

Subscriber acknowledges that the Services provided are "as is, as available" without any warranty of any kind including, without limitation, any warranty with respect to quality, performance or functionality of the Services or with respect to the quality or accuracy of any information obtained from or available through use of the Services or that Services will be uninterrupted or error-free. Lighthouse.Net disclaims all warranties, expressed or implied, including without limitation, warranties of quiet enjoyment and non-infringement and any implied warranties of merchantability, warranties of title, fitness for particular purpose, merchantability of computer programs and informational content. Lighthouse.Net does not guarantee that Subscribers will be able to access or use the Services at times or locations of their choosing or that Lighthouse.Net will service or have adequate capacity in any specific geographical area. Lighthouse.Net does not warranty that Services are compatible with any third party service or software, even if such third party claims, represents or warrants that such service or software is compatible with any internet service or Lighthouse.Net in particular.

### **General:**

The Rules govern Subscriber use of the Lighthouse.Net Services. Lighthouse.Net reserves the right to prohibit any conduct or to remove any materials or content in violation of the Rules or which Lighthouse.Net believes in its sole discretion to be illegal or potentially harmful to others or may expose Lighthouse.Net to harm or liability.

Lighthouse.Net may suspend or terminate Subscriber use of Lighthouse.Net Services for any reason at any time, including if it determines that Subscribers have failed to comply with any of the Rules. Lighthouse.Net reserves the right to take or terminate the use of any user name or email address at any time.

### **Lighthouse.Net Services:**

Lighthouse.Net offers a variety of services, including Internet access services. Internet access services are provided based on availability and not on use. The Service is provided on an as needed basis and payment is for availability of services. Subscribers acknowledge that the Service is provided for their use but use of the service is not a requirement. Connection to the Service is solely the responsibility of the Subscriber (see Accessing Lighthouse.Net Service below). Lighthouse.Net retains the right at its discretion to make changes to the Lighthouse.Net Services, including its fees and billing methods and the amount of time a user may access the Internet for free or for a specified fee, or to discontinue some or all of the Lighthouse.Net Services. Lighthouse.Net retains the right to limit or restrict the use of third party software or services in connection with the Lighthouse.Net Services. Lighthouse.Net retains the right

to change, suspend or terminate Subscriber use of the Lighthouse.Net Service at any time for any reason, without notice, and nothing herein shall be construed to limit that right. If Subscribers have elected a prepaid, extended service agreement with Lighthouse.Net, Subscribers may have rights to a refund as outlined in the Rules.

#### **Use of Personal Information and Access Log Files:**

Lighthouse.Net will collect, store, compile and utilize information about Subscribers, Subscriber computer, Subscriber phone number and Subscriber use of the Lighthouse.Net Services including, without limitation, information regarding the Web sites Subscribers visit and information that Subscribers provide in response to Lighthouse.Net questionnaires, surveys and registration forms. Lighthouse.Net may provide this information to third parties including advertisers, clients, marketing organizations and others. However, Lighthouse.Net will not disclose Subscriber name, address, telephone number, credit card number(s), e-mail addresses or other personal identifying information to third parties other than those acting on behalf of Lighthouse.Net, unless Subscribers give Lighthouse.Net consent to do so or except as may be required by law. All internet log files with IP tracking are reset and cleared weekly or as necessary to conserve disk space. User log files are tracked for verification of access to Lighthouse Internet Services for billing verification purposes. Lighthouse.Net will provide specific information to law enforcement in the course of their duties that provide proper legal requests by subpoena or other accepted legal means as required by law.

#### **Completion of Lighthouse.Net Questionnaires, Surveys and Registration Forms:**

In exchange for Lighthouse.Net providing the Lighthouse.Net Services, Subscribers agree to provide Lighthouse.Net with accurate and complete information it may request, from time to time, through questionnaires, surveys and registration forms.

Subscribers expressly permit and authorize Lighthouse.Net (and such third parties as may be authorized by Lighthouse.Net, subject to the Privacy Statement) to furnish Subscribers, electronically when Subscribers use the Lighthouse.Net Services or by any other means selected by Lighthouse.Net, information prepared by Lighthouse.Net or by (or on behalf of) other entities, including advertising information and solicitations. Subscribers acknowledge that any such information, advertisements and solicitations are an inseparable part of the Lighthouse.Net Service, and Subscribers understand and agree that the furnishing of such information, advertisements and solicitations to Subscribers cannot be terminated unless the Lighthouse.Net Service is also terminated. Notwithstanding the foregoing, Subscribers may elect to not receive such information from third parties at the alternate email address Subscribers may have provided to Lighthouse.Net and Subscriber personal profile may indicate that Subscribers are not currently required to receive such information from third parties at Subscriber Lighthouse.Net email address.

#### **Subscriber Notices and Important Information:**

Subscribers are required to check the Lighthouse.Net home page ([www.lighthouse.net](http://www.lighthouse.net)) frequently to keep informed of important information that can affect their service. Lighthouse will post Important News and Important Notices on this home page while providing an archive of older news also on the website. These postings are for all users and no email or other communications will be used to distribute this information unless at the sole discretion of Lighthouse. It is the responsibility of all subscribers to check for important news and notices.

#### **Charges and Billing:**

By using the Lighthouse.Net Services, Subscribers agree to accept the fees Subscribers may incur as a result of using Lighthouse.Net Services, including but not limited to, fees for supplemental services or features and purchases made through the use of Lighthouse.Net Services. Subscribers are billed in advance of services rendered and payment for Services must be kept up to date and made in a timely manner. Subscribers will be notified of any applicable fees prior to incurring liability for such fees and, by providing Subscriber billing information; Subscribers agree that they are liable for payment of such recurring fees, even if billing is not received for any reason. Lighthouse.Net reserves the right to change its fees or billing methods at any time and Lighthouse.Net will provide thirty days notice of any such changes in the same manner as described for changes in the Rules and/or scope of Lighthouse.Net Services. If Subscribers do not accept these changes, Subscribers may stop using the Lighthouse.Net Services at any time; however, Subscribers will not be entitled to receive a refund for the charges Subscribers have already incurred and Subscribers are responsible for timely payment of such amounts (including any applicable late fees). In the event Subscribers have prepaid for an extended period of time and we either terminate Subscriber Lighthouse.Net Service or we make a material change to the Lighthouse.Net Service that adversely impacts Subscribers and elect to terminate the Lighthouse.Net Service, as Subscriber sole and exclusive remedy Subscribers will be entitled to a refund for amounts prepaid to cover future periods from the date of termination. The amount prepaid will be based on the average monthly cost over the service period. If Subscribers pay for our services on a monthly basis, Subscribers will not be entitled to a refund if Subscribers elect to terminate Subscriber account, although Lighthouse.Net may opt to provide Subscribers with a pro rata refund for the remainder of the month if Lighthouse.Net terminates Subscriber account. No refunds will be provided for amounts less than \$10.00 due to the costs associated with issuing a refund.

Subscribers, who are members of Cloverland Electric Cooperative (CEC), are offered the option (at CEC's sole discretion and final approval) to choose to have their billing combined on their current Cloverland bill. All terms and conditions still apply and payments must be made according to CEC's billing requirements.

For most services for which there are fees, Lighthouse.Net will mail a bill, email a bill, Debit an account or charge Subscriber designated credit card. If Subscribers select a recurring payment or automatic billing option for any of the Lighthouse.Net fees, Subscribers hereby authorize Lighthouse.Net to charge the credit card number or account Subscribers provided to Lighthouse.Net for such fees on a recurring or automatic basis. Subscribers acknowledge and agree that Lighthouse.Net will not obtain any additional authorization from Subscribers for this recurring payment. Every time Subscribers use Lighthouse.Net Services, Subscribers re-affirm that Lighthouse.Net is authorized to charge Subscriber credit card. If Subscribers have any billing-related questions or want to stop a recurring payment from being charged to Subscriber credit card account, call our office at (906)-632-1820 or toll-free at 888-883-3393. Some fees that Subscribers may incur using the Lighthouse.Net Services may accumulate on Subscriber Lighthouse.Net account before they are charged to Subscriber credit card. Once the charges appear on Subscriber credit card, Subscribers are responsible for payment of such charges. Lighthouse.Net will assess a flat late fee of \$1.50 or 1.5% per month, which ever is higher (or the highest amount permissible by law, whichever is less) if Subscriber payment is more than 30 days past due. Subscribers will be liable for any fees Lighthouse.Net incurs in its efforts to collect any unpaid balances from Subscribers. Any billing problems or discrepancies must be brought to Lighthouse.Net's attention by Subscribers within 60 days from the date Subscribers are billed. If Subscribers do not bring them to Lighthouse.Net's attention within 60 days, Subscribers agree that Subscribers waive Subscriber right to dispute such problems or discrepancies with Lighthouse.Net. Lighthouse.Net may suspend or terminate Subscriber use of the Lighthouse.Net Services if Subscribers fail to provide a valid credit card number upon request or if Lighthouse.Net is unable for any reason to bill Subscriber credit card for the fees Subscribers have incurred.

Subscribers are responsible for all charges incurred, including applicable taxes and purchases made by Subscribers or anyone Subscribers allow to use Subscriber account, including Subscriber children and other members of Subscriber family. This means that, unless Subscriber account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized to use Subscriber account, Subscribers will be responsible for all usage and purchases under Subscriber account. .

Subscribers are responsible for all amounts due to Lighthouse.Net for Services and to any telecommunications companies for telephone service required for use of Services. Lighthouse assumes no liability or responsibility for any telecommunications charges for access to use Services. It is the Subscribers responsibility to determine any access, toll or long distance charges for telephone use. Lighthouse.Net provides local access numbers in areas as a convenience for subscribers who can access these numbers locally. Telephone and telecommunication charges are the sole responsibility of the Subscriber and that Lighthouse.Net will not reimburse Subscribers for any telecommunication charges including toll, excess use or long distance charges. Subscribers may obtain local calling numbers or supplemental services or features on the Lighthouse.Net Website.

Subscribers under Contract for Services are bound by the Terms of that Contract and those Terms superseded any conflicting Terms under this General Terms & Conditions of Service.

#### **Disconnect and Reconnection:**

By using the Lighthouse.Net Services, Subscribers agree to accept that non-payment or late payments may result in disconnection of services. Accounts that are more than one month in arrears are considered late and subject to credit hold and or disconnect. Repeat offences of past due balances will be disconnected when in arrears. Subscribers agree that all past due balances, charges and any service charges are due to Lighthouse.Net for the services provided and that a reconnect fee will be applied to reconnect the account for use. Lighthouse.Net is not responsible for any inconvenience, loss of revenue or injury based on the disconnection of services or any emails or communications that may not be received or sent. Standard reconnection fees include a \$15.00 fee for reconnecting dialup accounts and \$25.00 for reconnecting High-speed or Broadband services. These fees are minimums for reinstating services. Continual abuse or constant reconnections may result in additional charges for labor being levied against the offending account. Lighthouse reserves the right to increase or add charges for accounts that cause excessive time and effort in reconnecting. Full payment including any past due balances and reconnect fees are required for reconnection. Reconnection of services requires a minimum of 24 working hours from the time of full and complete payment and may take longer based on timeframe, no guarantees or promises are offered for reconnect dates or times.

Subscribers agree that they are liable for payment of any such fees including any and all reconnect fees to reinstate services and understand that reconnection will not occur at the time of payment but will be reestablished in less than one week in most cases.

**Minors:**

If Subscribers are less than 18 years old, Subscribers may not obtain an account for Lighthouse.Net's services. If Subscribers are a parent permitting a minor to use Lighthouse.Net Services, Subscribers agree to (i) exercise supervision over the minor's use of Lighthouse.Net Services and access to the Internet, (ii) assume all risks associated with the minor's viewing of content received through use of Lighthouse.Net Services and the minor's transmission of materials, content, or information to another person via the Internet, (iii) assume any and all liabilities resulting from the minor's use of Lighthouse.Net Services, including any and all payment obligations, and (iv) ensure to the fullest extent possible the accuracy and truthfulness of all information submitted by the minor in response to Lighthouse.Net questionnaires, surveys and Registration Forms. Lighthouse.Net does not control content in its Services and parental controls are recommended. Parental control software is available through various third party vendors, but Subscribers should know that such software is not completely effective in preventing minors' access to material that is unsuitable for children. Lighthouse.Net does not endorse any of these third parties and makes no representation as to them or their software.

**Privacy & Registration Information:**

Subscribers must register for Lighthouse.Net Services using Subscriber own name. Only names authorized and recorded for account access are allowed to make changes, modifications or cancellation of the Subscribers account. Verification information including Drivers License Number, Date of Birth or Social Security Number (as examples) are required for each account to insure privacy of account information. During registration, Subscribers will be asked to provide the name(s) Subscribers wish to use as Subscriber login identification. If the login identification Subscribers request is not available Subscribers will be asked to supply another login identification. Login identifications are individual and cannot be duplicated. If a login ID is already in use, an alternate will have to be chosen by the Subscriber. Lighthouse.Net reserves the right to verify the accuracy of the information Subscribers submit in connection with Subscriber registration for Lighthouse.Net Services (including, without limitation, performing cross tabulations with external databases) and Subscribers hereby consent to Lighthouse.Net's verification of such information. Subscribers acknowledge that they will be required to provide verification information for any account inquiries to assist with privacy of their account information. Verification must be done by phone or in person and not by any third party.

**Bypassing or Disabling Any Portion of the Lighthouse.Net Services or Software:**

Subscribers may not bypass or disable any portion of the Lighthouse.Net Services or software including attempts to circumvent Lighthouse.Net's billing of Subscribers in any way, Subscribers are in violation of these Terms and Conditions and we may suspend or terminate Subscriber use of Lighthouse.Net Services without notice. Termination of Subscriber Lighthouse.Net Services will not excuse Subscribers from any criminal or other civil liabilities that may result from Subscriber actions. If Subscribers Lighthouse.Net Service is terminated for any reason Subscriber will be unable to access Subscriber Lighthouse.Net account, including any undelivered email messages in Subscriber Lighthouse.Net email account.

**Accessing Lighthouse.Net Services:**

Subscribers are responsible for obtaining and maintaining, at Subscriber own expense, all input/output devices or equipment (such as modems, terminal equipment, computer equipment and software) and communications services (including, without limitation, long distance, satellite, wireless or local telephone services) necessary to access the Lighthouse.Net Services and for ensuring such equipment and services are compatible with Lighthouse.Net's requirements.

**Use of Subscriber Lighthouse.Net Account:**

Subscribers are responsible for all use of Subscriber Lighthouse.Net Services and for the security of Subscriber login identification, Subscriber password and any security code that Subscribers use to protect access to Subscriber data, Lighthouse.Net personal profile, Subscriber file name(s) and files, network and user access, and any information Subscribers disseminate through use of Lighthouse.Net Services or through other Internet services. Subscribers may not transfer or permit any other person to use Subscriber Lighthouse.Net account. Subscribers may not use more than one login session at a time.

**Use of Subscriber Lighthouse.Net Dialup Services:**

Lighthouse.Net reserves the right to refuse, limit or otherwise restrict service for dialup access as required by abuse, excessive use or current policies or other parameters as defined by Lighthouse. Dialup limited access service is restricted to fifteen (15) minutes during the hours of 7PM to 11PM on weekdays (Monday to Friday). Dialup remote access servers are reset every eight (8) hours to clear unused connections. Idle lines are disconnected automatically after fifteen (15) minutes of inactivity. Access whether termed as "limited" or unlimited" is restricted to reasonable use per month as defined solely by Lighthouse. Subscribers may not use more than one login session at a time, even if

Subscribers maintain more than one Lighthouse.Net account. Subscribers may not transfer or permit any other person to use Subscriber Lighthouse.Net account.

**No Resale of Lighthouse.Net Services and Lighthouse.Net Site:**

The Lighthouse.Net Services are for personal use of registered users only and may not be copied, resold, leased, transferred, exchanged or bartered. If Subscribers accessed the Lighthouse.Net Services through a CD-ROM disc or diskette, Subscribers may give the disc or diskette to friends and family, but Subscribers may not sell it or copy it.

**Transmission and Receipt of Content:**

Lighthouse.Net exercises no control over the content of information passing through its network or equipment. Disputes may arise between Subscribers and others or between Subscribers and Lighthouse.Net related to such content or commerce. Such disputes could involve, among other things, the use or misuse of domain names; the infringement of copyrights, trademarks or other rights in intellectual property; defamation; fraud; the use or misuse of information; and problems with online auction or commerce transactions. Subscribers agree that all claims, disputes or wrongdoing which result from, or which are related in any way to, the content of information that Subscribers transmit, re-transmit or receive through Lighthouse.Net's network or equipment are Subscriber sole and exclusive responsibility.

**Email:**

The Lighthouse.Net email service and network including, without limitation, email addresses, is owned by Lighthouse.Net and Lighthouse.Net establishes practices and limits concerning Subscriber email account, which practices and limits may be changes from time to time. Limits may include, without limitation, the period of time Subscriber email will be retained; the number, size and type of email messages and attachments Subscribers may send and receive; and the amount of space allocated to Subscriber email storage. Subscribers email accounts are not backed up or saved in any permanent way and Subscribers are solely responsible to download their emails in a timely manner from the Lighthouse.Net mail servers. All email left on our system that is over twelve months from received date is automatically deleted from the system. Lighthouse does not guarantee delivery or security of email. Lighthouse.Net does not allow unsolicited bulk emailing or SPAMMING by our subscribers or while using our service, domain or email accounts. Email in inactive or terminated accounts will be deleted in accordance with Lighthouse.Net's policies. Lighthouse.Net uses a variety of techniques to eliminate email or attachments that Lighthouse.Net believes are unsolicited, inappropriate or harmful. In doing so, Lighthouse.Net may block or delete email or attachments sent by Subscribers or to Subscribers, even though such email or attachments may not be unsolicited, inappropriate or harmful. Subscribers agree that Lighthouse.Net is not responsible for any email or attachments that are blocked or deleted for any reason and that Subscribers have no right, and Lighthouse.Net has no obligation, to retrieve or access any such deleted or blocked email or attachments. Subscribers may not incorporate a third party's trademark within Subscriber Lighthouse.Net email address without permission of the trademark owner. Email filtering for SPAM or Viruses may be offered either at additional charges or free as determined by Lighthouse.Net. This filtering service does not guarantee or offer protection from any unwanted intrusions, emails, viruses, worms, Trojans, malware or any other types of viruses or infections of Subscribers computer, software, peripheral or operating system. Lighthouse.Net recommends that Subscribers use their own antivirus and anti-spam software that is updated and a firewall as minimum protection from outside intrusions. Lighthouse also recommends that operating systems and software be updated regularly as recommended by the manufacturers of these products.

**NEWSGROUPS:**

The Lighthouse.Net newsgroup service is provided for the convenience of Lighthouse Subscribers. Lighthouse offers no guarantees or warranties for this service. Access to Newsgroups is provided at no charge and Lighthouse carries no liability or responsibility for this service.

**Links to Third Party Sites:**

The Lighthouse.Net Service contains links to other sites on the Internet that are owned and operated by third parties. In some instances these sites are co-branded and the third parties are entitled to use Lighthouse.Net's name and logo on these sites. Lighthouse.Net does not control the information, products, or services on these third party sites. The inclusion of any link does not imply endorsement by Lighthouse.Net of the site or any association with their operators. Because Lighthouse.Net has no control over such sites and resources, Subscribers agree that Lighthouse.Net is not responsible or liable for the availability or the operation of such external sites, for any material located on or available from any such sites, or for the protection of Subscriber privacy data by third parties. Any dealings with or participation in promotions of advertisers on our service, including the payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between Subscribers and the advertiser or other third party. Subscribers further agree that Lighthouse.Net shall not

be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.

**Indemnification of Lighthouse.Net:**

Subscribers agree to defend, indemnify and hold Lighthouse.Net and its owners, subsidiaries, suppliers, sponsors, partners, sub-contractors and affiliates harmless from and against any and all claims, losses, damages, liabilities and costs (including without limitation, reasonable attorney fees and court costs) arising out of or relating to subscriber breach of any of these rules or use (by Subscribers or third party) of Services through the Lighthouse.Net account assigned to Subscribers, except to the extent such claims directly result from Lighthouse.Net's own negligence. The foregoing indemnification obligation shall survive any termination of Lighthouse.Net's services provided to subscribers.

**Termination and Cancellation:**

Either Subscribers or Lighthouse.Net may terminate or cancel Subscriber account at any time even if the subscriber is under a contract for services. Except as specified herein, Subscribers will not be entitled to a refund for any prepaid amounts of more than \$10.00. Notice of Termination must be made prior to the fifteenth day of the preceding month in order to receive any prorated or partial prepaid refund for an account in good standing. Some special offers and other promotions are non-refundable and no refund is guaranteed or inferred for any prepayment. Other than to receive a return of refundable prepayments, cancellation is Subscriber sole remedy with respect to any dispute with Lighthouse.Net. This includes, but is not limited to, any dispute regarding the Lighthouse.Net Services, the Rules and the enforcement or interpretation of the Rules, Lighthouse.Net's policies and practices including our privacy policy, Acceptable Use Policy (AUP), Subscriber ability to access the Lighthouse.Net Services, the content available on the Lighthouse.Net Services, and any matters relating to billing. Subscribers can cancel Subscriber Lighthouse.Net Services by contacting Lighthouse Billing Department directly by telephone or in person during business hours and providing verification information. Any letter, e-mail, written or non-verified termination will not be accepted until properly verified as the actual authorized account holder. Cancellation in the event of the authorized account holder being inaccessible such as death requires proper paperwork with power of attorney or legally authorized representative or guardian to insure the security and privacy of the account holder.

**Limitation of Lighthouse.Net's Liability:**

In no event shall Lighthouse.Net be liable under any section of these Terms and Conditions or under contract, negligence, strict liability or any other legal or equitable theory for any direct, indirect, incidental, exemplary or consequential damages (including without limitation, loss of use, loss of profits, loss of data or information of any kind or loss of business goodwill or opportunity) whether or not Lighthouse.Net has been advised of the possibility of such loss or damages Lighthouse.Net shall not be liable for the cost of procurement of substitute goods, services or technology and in no event shall Lighthouse.Net's liability to subscribers exceed the greater of one dollar (\$1.00) or any amount actually paid in cash by Subscriber to Lighthouse.Net. No action, regardless of form, arising out of these Rules or Services may be brought by subscribers or Lighthouse.Net more than one (1) year after the event which gave rise to the cause of action has occurred. Some jurisdictions do not allow a limitation on liability for negligence that causes death or personal injury and, in such jurisdictions, Lighthouse.Net's liability shall be limited to the greatest extent permitted by law. Lighthouse.Net shall not be liable for nonperformance or delay in performance caused by any reason, whether within or outside of its control.

**Policy to Terminate Use of Services for Copyright Infringement:**

Pursuant to 17 U.S.C. § 512 as amended by Title II of the Digital Millennium Copyright Act, Lighthouse.Net will terminate the account of any subscriber who uses his or her account privileges to unlawfully transmit copyrighted material without a license, valid defense or fair use privilege to do so. After proper notification by the copyright holder or its agent to Lighthouse.Net and later confirmation through court order or an admission by the subscriber that an account has been an instrument of unlawful infringement, Lighthouse.Net will terminate the infringing subscriber's account. Lighthouse.Net may also in its sole discretion decide to terminate a subscriber's account privileges prior to that time if it has good faith belief that infringement has occurred. In addition, pursuant to 17 U.S.C. § 512(c), Lighthouse.Net has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. Lighthouse.Net respects the intellectual property of others, and we ask our subscribers to do the same.

If Subscribers believe that Subscriber copyright has been infringed through the use of a Lighthouse.Net account, please contact our abuse contact at [abuse@lighthouse.net](mailto:abuse@lighthouse.net).

**Entire Agreement:**

These Rules (as may be modified by updated Rules on the Lighthouse.Net Site) together constitute the sole agreement between Lighthouse.Net and Subscribers respecting the subject matter hereof and fully supersede any and all other agreements, either oral or in writing, including the Software License Agreement Subscribers may have accepted prior to downloading or installing the Software. Subscribers acknowledge and agree that Subscribers have read the Rules and understand and accept their terms.

**Legal Actions:**

These Rules will be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. The exclusive personal jurisdiction of and venue for all disputes arising out of these Rules shall be the city of Sault Ste Marie, County of Chippewa, State of Michigan, USA and Subscribers consent to such exclusive jurisdiction and waive all objections to such jurisdiction and venue.

**Severability:**

If any provision of these Rules is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with applicable laws, and the remainder shall remain in full force and effect.

**No Waiver:**

Any failure of Lighthouse.Net to enforce any provision of these Rules shall not constitute a waiver of any rights under such provision or any other provision of these Rules.

**Modifications, Updates and Revisions:**

The most current version of the Rules may be found at <http://www.lighthouse.net>, the "Lighthouse.Net Site". Please review the Rules at the Lighthouse.Net Site prior to accessing the Lighthouse.Net Services since the Rules may change. Lighthouse.Net may change the Rules and the scope of the Lighthouse.Net Services, in whole or in part, at any time. Posting of the updated Rules at the Lighthouse.Net Site will constitute notice to Subscribers of any such changes, although Lighthouse.Net may choose other types of notice for certain changes. Changes will be effective upon notice, although Lighthouse.Net will use reasonable efforts to provide Subscribers with thirty days advance notice of material changes that adversely impact Subscribers. Subscriber continued use of the Lighthouse.Net Services following notice constitutes Subscriber acceptance of all changes, and each use of the Lighthouse.Net Services constitutes Subscriber reaffirmation of Subscriber acceptance of the Rules. If Subscribers do not agree to changes to the Rules or the scope of the Lighthouse.Net Services, Subscriber sole and exclusive remedy will be to terminate Subscriber use of Lighthouse.Net Services, although if Subscribers have a prepaid account Subscribers will not have the right to terminate Subscriber use of the Lighthouse.Net Services unless the change is material and adverse to Subscribers.

NOTE: For the purposes of this Agreement, references to including shall mean "including, without limitation," unless such reference is already included.

**Contact:**

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*Revision effective 2/11/08 and overrides any prior revisions or versions.*