

## **LS Networks'S COMMITMENT TO THE ACCEPTABLE USE OF OUR NETWORK & WEBSITE**

LightSpeed Networks, Inc. (LS Networks) is committed to complying with the laws and regulations governing use of the Internet, email transmission including hosting services, software applications and hardware, and services provided over the Internet or wireless data networks (collectively "IP Services"). The preservation of our Customers' ability to use LS Networks's network and the Internet without interference or harassment from others is of utmost importance to our company. This Acceptable Use Policy is designed to help achieve these goals.

**By using LS Networks IP Services, as defined above, Customers agree to comply with this Acceptable Use Policy and to remain responsible for the compliance of its users. LS Networks reserves the right to change or modify the terms of this Policy at any time, effective when posted on LS Networks's website at [www.lsnetworks.net](http://www.lsnetworks.net). Customers' use of LS Networks IP Services after changes to this Policy are posted constitutes acceptance of any changed or additional terms.**

*Failure to comply with this Policy may result in immediate termination of services at LS Networks's discretion.*

## **PROHIBITED ACTIVITIES**

**LS Networks will never block, throttle, or use paid prioritization to prevent or interfere with competition among content, applications, service, or device providers.**

- **GENERAL PROHIBITIONS:** LS Networks prohibits use of its IP Services in any way that is unlawful, harmful to or interferes with use of LS Networks's network or systems, or the network of any other provider; interferes with the use or enjoyment of services received by others, infringes intellectual property rights; results in the publication of threatening or offensive material; or constitutes spam/email abuse, a security risk or a violation of privacy. Failure to adhere to the rules, guidelines, or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, applications, or other services accessed using the LS Networks network or via a link from the LS Networks website, or from a website that contains LS Networks-branded content, is a violation of this Policy.
- **ILLEGAL USE:** IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.
- **CHILD EXPLOITATION:** LS Networks complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children (NCMEC). LS Networks IP Services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to LS Networks by sending an email to [abuse@LSNetworks.net](mailto:abuse@LSNetworks.net). LS Networks will report any discovered violation of this prohibition to NCMEC and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.
- **SPAM/EMAIL ABUSE:** Violation of the CAN-SPAM Act of 2003, or any other applicable laws regulating email services, constitutes a violation of this policy. Sending or causing to be sent unsolicited electronic messages ("spam"), including and without limitation to commercial advertising and informational announcements, is explicitly prohibited. LS Networks Customers may not alter the headers of outbound email messages to conceal an email address or to prevent recipients from responding to or opting out of a message.
- **DISTRIBUTION OF INTERNET VIRUSES & OTHER DESTRUCTIVE ACTIVITIES:** Distributing information regarding the creation of and sending Internet viruses, worms, Trojan Horses, and any other destructive activities such as cracking are expressly prohibited.



- **SECURITY VIOLATIONS:** LS Networks IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of LS Networks's (or any other party's) servers, network, network access, personal computers or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- Any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network, including, without limitation, mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

## **SECURITY**

Customers are responsible for ensuring and maintaining the security of their systems and the machines that connect to and use LS Networks IP Services, including implementation of necessary patches and operating system updates. Because the Internet is an inherently open and insecure means of communication, any data or information a user transmits over the Internet may be susceptible to interception or alteration. LS Networks makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information a user transmits via LS Networks IP Services or over the Internet, including any data or information transmitted via any server designated as "secure." Accordingly, LS Networks urges its Customers to take appropriate measures to safeguard their Internet communications and those of their customers.

## **CUSTOMER RESPONSIBILITIES**

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using LS Networks IP Services. LS Networks has no responsibility for any material created on the LS Networks network or material accessible using LS Networks IP Services, including content provided on third-party websites linked to the LS Networks website. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by LS Networks of the contents of such sites.

In situations where data communications are carried across networks of any other Internet Service Providers (ISPs), users of the LS Networks network must also conform to the applicable acceptable use policies of those other ISPs.

Customers are responsible for taking prompt corrective action to remedy a violation of this Policy and to help prevent similar situations in the future.

## **POLICY ENFORCEMENT AND NOTICE**

Customer's failure to observe the guidelines set forth in this Policy may result in LS Networks taking actions ranging from a warning to a suspension or termination of the Customer's IP Services. When feasible, LS Networks may provide Customer with a notice of a Policy violation via email or regular mail to the Customer's address of record, allowing the Customer to promptly correct such violation, although LS Networks is not obligated to do so. Any notification that LS Networks sends to its Customers pursuant to this Policy will be sent via email with the email address on file with LS Networks, or may be in writing to the Customer's address of record. It is the Customer's responsibility to promptly notify LS Networks of any change of contact information.

LS Networks reserves the right to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or is criminal in nature, or when LS Networks reasonably determines that the conduct may: (1) expose LS Networks to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of LS Networks's network or networks with which LS Networks is interconnected; (3) interfere with another LS Networks Customer's use of IP Services or the Internet; (4)



violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to LS Networks or its Customers.

LS Networks has no obligation to monitor content of any materials distributed or accessed using LS Networks IP Services. LS Networks may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the LS Networks network and its Customers. LS Networks may monitor its service electronically to determine its facilities are operating satisfactorily. Use of LS Networks services by Customer constitutes Customer's authorization to LS Networks to monitor its services consistent with the foregoing sentence.

#### **HOW TO REPORT VIOLATIONS OF THIS POLICY**

Any complaints regarding violation of this Policy by an LS Networks Customer (or its user) should be directed to [abuse@lsnetworks.net](mailto:abuse@lsnetworks.net). When possible, include details that would assist LS Networks in investigating and resolving such complaints (e.g. expanded headers, IP address(es), a copy of the offending transmission and any log files). Claims of copyright or trademark infringement shall be submitted via the process defined below.

- **COPYRIGHT COMPLAINTS:** If you believe that your work has been copied or posted, stored or transmitted using LS Networks IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act. LS Networks's Designated Copyright Agent for claims of copyright or trademark infringement on our network or website can be reached as follows:

|                                     |   |
|-------------------------------------|---|
| LS Networks                         | Phone: (503) 294-5300   |
| Attn: Legal & Compliance Director   | Fax: (503) 503-227-8585   |
| 921 SW Washington Street, Suite 370 | Email: <a href="mailto:abuse@LSNetworks.net">abuse@LSNetworks.net</a> |
| Portland, OR 97205                  |   |

#### **DISCLAIMER OF WARRANTIES AND LIABILITY**

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE LS Networks WEBSITE OR NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH THE LS Networks NETWORK OR WEBSITE IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." LS Networks, ITS AFFILIATES OR AGENTS, DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH ITS WEBSITE OR NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. LS Networks DOES NOT GUARANTEE THAT ITS NETWORK OR WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL LS Networks, ITS AFFILIATES OR AGENTS, BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE MATERIAL ON ITS NETWORK OR WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER LS Networks HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless LS Networks from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit, or make available through our website or network; or (5) your use of our website or network.

Revised and effective as of May 4, 2015.

