

LNE Communications – Acceptable Use Policy (AUP)

All LNE Communications Company Internet Customers should read this document. The following policy governs the use of the Internet services offered by LNE Communications and if violated may result in service termination without notice.

LNE Communications reserves the right to terminate, suspend service, or to otherwise remove, block, filter or restrict your use of service if LNE Communications determines, in its sole discretion, that such use violates this AUP.

Customers may not use the Internet or data services in any manner which:

- Violates any applicable local, state, or federal law, regulation, treaty, or tariff.
- Violates the acceptable use policies of any networks, machines, or services which are accessed through our network.
- Infringes on the intellectual property rights of others.

LNE Communications will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, LNE Communications will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders and in the case where failure to disclose the information may lead to imminent harm to you or others.

It is the customer's responsibility to secure any and all wireless devices attached within their network. Failure to provide adequate security may provide access to internal computers, expose sensitive information, or allow your connection to be used for illegal activities without your knowledge. In no event is LNE Communications responsible for activities that occur within the customer's premise.

LNE Communications reserves the right to limit bandwidth speed or restrict access to certain IP ports as needed for security or proper operation of the network. The use of streaming video, music, gaming, or other high bandwidth operations may be limited or restricted depending upon the service offering chosen by the customer.

Statement of Responsibility

LNE Communications will hold the account owner responsible for all activity occurring on their individual connection and for potential violations of the AUP.

Prohibited activity includes but is not limited to:

- Unauthorized use (or attempted unauthorized use) of any machines or networks.
- Falsifying header information or user identification information.
- Sending harassing e-mail, either by language, size or frequency or unsolicited mass mailings of any nature. This includes sending messages to a person who has asked explicitly that you do not.
- Monitoring or scanning the networks of others, collecting e-mail addresses from the Internet.
- Distribution of illegal pornographic or otherwise indecent or offending materials.
- Using Internet service to harm, or attempt to harm, others in any way.
- Using Internet service to infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of others. This activity includes, but is not limited to the unauthorized use of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- **Internet services may not be resold or otherwise provided to third parties that are not part of this agreement without LNE Communication's authorization. The Services are for your use only.**

E-Mail Use and Responsibilities

If requested, LNE Communications will provide (through INS) one personal e-mail account at no additional charge with each Internet service connection. This account requires a username/password to gain access to the account. The customer who registered the account is solely responsible for all access and actions taken with regard to the account. In no event shall LNE Communications be held liable for implied losses as a result of e-mail failure, errors, or omissions; not for any loss that results as a result of received offers, scams, viruses, or malware. Customers may utilize any e-mail service provider and are not required to utilize the services offered by the company.

netINS Acceptable Use Policy:

netINS provides some applications and Internet bandwidth for LNE Communications Internet services. All users of LNE Communications Internet services are also subject to the netINS Acceptable Use Policy. This policy can be viewed at <http://support.netins.net/ts/AU/AUP.htm>

Service Monitoring

LNE Communications Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, LNE Communications may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate service properly or to protect itself, its network and its customers and subscribers, (iii) to determine operational parameters or forecast projected bandwidth requirements

The examples of unlawful or unauthorized activities listed herein are non-exclusive and are provided solely for guidance to customers. LNE Communications reserves the right to take action on unlawful or unauthorized activities which are not specifically listed in the AUP.

READ CAREFULLY: The continued use of LNE Communications implies your acknowledgement that you have reviewed and will comply with all of the terms, conditions and provisions contained herein.

LNE Communications reserves the right to alter this policy as needed.