



Acceptable Use Policies

Note: Lindsey Communications, Inc. reserves the right to make changes to this Acceptable Use Policy from time to time at its sole discretion. Customer is solely responsible for complying with the terms of any such modified Acceptable Use Policy.

This Acceptable Use Policy ("Policy") describes actions by Users that are prohibited by Lindsey Communications, Inc. ("LCI"). "Users" means any user of the Internet related services ("Services") that are provided by LCI pursuant to the Customer Agreement (which Users must accept as a condition to receiving any Services from LCI.). User acknowledges and agrees that this policy may be revised from time to time by LCI at its discretion, with any such modifications effective immediately upon receipt of notice. LCI may in its sole discretion determine whether a User is in violation of this Policy. As specified below, LCI believes that illegal usage, abusive usage and/or use of the Services to interfere with other Users' enjoyment of the Services are unacceptable.

Illegal Use Prohibited

The Services may only be used for lawful purposes and may not be used for any illegal use or any use that may result in civil or criminal liability. Unlawful uses include, without limitation, effecting or participating in any of the following activities via the Services provided by LCI:

- (i) storing, posting or transmitting unlawful materials, e-mail or information;
- (ii) storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
- (iii) storing, posting or transmitting defamatory, libelous, slanderous or scandalous materials, email or information;
- (iv) storing, posting or transmitting obscene, pornographic, profane or otherwise objectionable information of any kind;
- (v) storing, posting or transmitting materials, e-mail or information that would constitute an infringement upon the patents, copyrights, trademarks, trade secrets or other intellectual property rights of others;
- (vi) storing, posting or transmitting materials constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- (vii) storing, collecting, posting or transmitting credit card, debit card, electronic funds transfer numbers or other similar types of data for either a fraudulent or illegal purpose, or in a manner that would permit others to use such data for a fraudulent or illegal purpose;
- (viii) collecting, without adequate security and a legitimate purpose (as determined by LCI) , any of the following:
 - (a) information from Users under the age of sixteen (16) without consent from such Users' parents or legal guardians;
 - (b) User's personal health information or personal financial information without informed consent from such User; or
 - (c) other personal information without the consent of the User.

Abusive Use Prohibited

The Services may not be used for abusive purposes, as determined by LCI. Abusive purposes include, without limitation, effecting or participating in any of the following activities via the Services provided by LCI:

- I. Posting five (5) or more messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
- II. Posting to any Usenet or other newsgroups, listservs, forums, e-mailing lists or other similar groups or lists articles which are off-topic according to the charter or other owner-published FAQ's, rules, or policies or descriptions of the group or list;
- III. Sending unsolicited e-mailings (including, without limitation, commercial advertising and informational announcements) to more than five (5) e-mail addresses within a forty-eight (48) hour period, if such unsolicited e-mailings could reasonably be expected to or do in fact provoke complaints;
- IV. Falsifying User information provided to LCI or to other Users of the Services;
- V. Engaging in any of the foregoing activities by using the services of another provider, channeling such activities through an account provided by LCI, re-mailer, or otherwise through the Services or using an account provided by LCI as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the provider of Services or its supplier.



- VI. Operating a server in connection with the Services in an “open relay” configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user). Servers configured in this manner expose both LCI’s network and the User’s personal account to fraudulent and abusive use by third parties. User hereby acknowledges and agrees that it will not operate servers within an open relay configuration.
- VII. Using any method, to include but not limited to wireless technology, to share service outside the immediate household.

Interfering With Other Users Prohibited

No User shall interfere with any other person’s use of the Services or the Internet by effecting or participating in any of the following activities via the Services provided by LCI:

- (i) restricting or inhibiting any other User or any other person from using and enjoying Services and/or the Internet;
- (ii) posting or transmitting any information or software that contains a virus, worm, cancelbot or other harmful component;
- (iii) without permission from the owner of a system or network, doing any of the following: (a) accessing the system or network, (b) monitoring data or traffic, (c) probing, scanning, testing firewalls, (d) testing the vulnerability of a system or network or (e) breaching the security or authentication routines of a system or network;
- (iv) conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters;
- (v) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header; or
- (vi) mailbombing, flooding, overloading, attacking or otherwise interfering with a system or network.

Bandwidth, Data Storage and Other Limitations

LCI offers multiple packages of Service with varying speeds and features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current bandwidth, data storage, electronic mail and other Limitations of Service that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user’s use of the Service, nor represent (in LCI’s sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede LCI’s ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth as determined by LCI, LCI may terminate, suspend, or require you to upgrade the Service and pay additional fees.

Limitations of Service

LCI offers three packages of features and benefits that comprise the LCI High Speed Internet service (not all packages are available in all areas). LCI reserves the right to enforce limits on specific features of the Service including, without limitation, email storage and web hosting maximums. The following describe the current limitations of various offerings of the LCI High Speed Internet service. The limitations set forth herein are approximate and may vary from time to time.

Express Package

Feature	Maximum Limit
1. Maximum downstream speed	1-2 megabits per second
2. Maximum upstream speed ¹	256-384 kilobits per second
3. Maximum monthly consumption cap	15 gigabytes downstream; 5 gigabytes upstream
4. Personal WebSpace account size	10 megabytes of disk space per User ID
5. Personal WebSpace traffic	100 megabytes of traffic per month (for visitors viewing your pages)

Express Lite Package

Feature	Maximum Limit
1. Maximum downstream speed	128 – 256 kilobits per second
2. Maximum upstream speed ¹	128 - 256 kilobits per second
3. Maximum monthly consumption cap	2 gigabytes downstream; 2 gigabytes upstream



- 4. Personal WebSpace account size 10 megabytes of disk space per User ID
- 5. Personal WebSpace traffic 100 megabytes of traffic per month (for visitors viewing your pages)

Ultra Lite Package

Feature	Maximum Limit
1. Maximum downstream speed	56 -64 kilobits per second
2. Maximum upstream speed	56-64 kilobits per second
3. Maximum monthly consumption cap	500 megabytes downstream; 500 megabyte upstream

Electronic Mail

Feature	Maximum Limit
1. Email boxes	Five (5), one for each primary and secondary user name
2. Size of mailboxes	25 megabytes per mailbox
3. Maximum message size ²	5 megabytes
4. Dormant mailbox locked ³	90 days from the last time mail was checked
5. Dormant mailbox deleted ⁴	120 days from the last time mail was checked
6. Unread message retention in server inbox ⁵	90 days

¹ Express, Express Lite and Ultra Lite Service maximum download and upload speeds vary by community. Please contact customer service for information on the speeds offered for your location.

² Maximum Message Size: This is the largest email you can send, including attachments and encoding. Not all ISPs may accept messages of this size. Email messages larger than the currently available amount of space in your email box may be returned to sender as undeliverable.

³ Dormant Mailbox Locked: When a secondary mailbox is not checked for new email by its owner for at least 90 days, it is considered dormant and will be locked. Messages sent to a dormant mailbox will be returned as undeliverable. Dormant Mailboxes in a locked state can be reactivated by checking them via POP-3 (like using Outlook Express) or Webmail.

⁴ Dormant Mailbox Deleted: When a secondary mailbox is not checked for new email by its owner for at least 120 days (30 days after it is locked), the mailbox is deleted. Messages remaining in the mailbox at that time will also be deleted. Messages sent to a dormant mailbox that has been deleted will be returned as undeliverable. Customer will retain the rights to the associated user name as long as they remain a customer and do not release the user name. Dormant Mailboxes that have been deleted may be reactivated through Member Services.

⁵ Unread Message Retention in Server Inbox: Messages that remain in the Inbox on the server, marked as unread, for more than 90 days after receipt are subject to deletion without notice. A message may be retained indefinitely by downloading it with a mail client, or moving it to an alternative folder in Webmail.

Remedies

Violation of this Policy may result in civil or criminal liability, and LCI may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the Services and charge User any applicable cancellation or termination fee. In addition, LCI may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to LCI stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. LCI's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of LCI's rights.