



## Acceptable Use Policy

In order to provide high quality service and ensure the integrity of the service, LakeNet LLC (“LakeNet”) has adopted this acceptable use policy.

Please read this acceptable use policy prior to accessing the service. “Customer” is used herein to refer to any person, entity or business organization that uses the service. By using the service, Customer agrees to the terms of this acceptable use policy. LakeNet reserves the right to immediately terminate the Customer’s service without notice at LakeNet’s sole discretion, if Customer or others using Customer’s service violate this acceptable use policy. LakeNet also reserves the right to immediately remove any material or information that violates this policy for any reason whatsoever at LakeNet’s sole discretion without prior notice.

### **Use of Service**

The service provided to the Customer is being provided solely for use by the Customer and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and relieves LakeNet of any affirmative obligations it may have.

Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, related applications such as the provision of e-mail, FTP and Telnet access.

LakeNet reserves the right to disconnect or reclassify the service for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer’s service.

### **End Users**

Customer is responsible for ensuring that all end users of the Service comply with this Acceptable Use Policy. LakeNet may disconnect service if an end user violates this Acceptable Use Policy. LakeNet shall consider any complaints regarding the Customer’s end users to apply to the Customer. Customer is responsible for any and all e-mail addresses associated with the Customer’s account.

The Customer is responsible for any misuse of the service, whether by authorized or unauthorized end users. Therefore, the Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service. Any wireless network equipment connected to the service must have WEP or WPA security enabled and not be “open” for the public to access.

### **No Illegal or Fraudulent Use**

Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws. Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

### **No Copyright or Trademark Infringement**

Customer will not use, nor allow others to use, the service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software.

### **No Threats or Harassment**

Customer will not use, nor allow others to use, the service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

## **No Harm to Minors**

Customer will not use, nor allow others to use, the service to harm or attempt to harm a minor, including but not limited to using the service to send pornographic, obscene or profane materials.

## **No “Spamming”**

Customer will not use, nor allow others to use, the service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation (“spamming”). LakeNet reserves the right, in LakeNet’s sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. This prohibition against spamming is applicable to mass mailings by Customers in conjunction with third parties and is designed to maintain service quality for all Customers. Mass mailings are those sent to more than 150 recipients by Customer or in conjunction with a third party to any group of recipients. Customer is responsible for maintaining confirmed opt-in records and must provide them to LakeNet upon request. The term “opt-in” means that recipient has signed up for mailings voluntarily.

## **No “Hacking”**

Customer will not use, nor allow others to use, the service to access the accounts of others or to attempt to penetrate security measures of the service or other computer systems (“hacking”) or to cause a disruption of the service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

## **No System Disruption**

Customer will not use, nor allow others to use, the Service to disrupt LakeNet’s network or computer equipment owned by other LakeNet Customers. Any static public IP address must be authorized and provisioned by LakeNet. Customer also agrees that Customer will not use, nor allow others to use, the service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs.

## **No Impersonation or Forgery**

Customer will not impersonate, nor allow others to impersonate, another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any online discussion forum, newsgroup or mailing list or other similar groups or lists. Customer will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the service.

## **No Excessive Use of Bandwidth**

If LakeNet determines, in LakeNet’s sole discretion, that Customer is using an excessive amount of bandwidth over the LakeNet network infrastructure for Internet access or other functions using public network resources, LakeNet may at any time and without notice, suspend excessive bandwidth capability, suspend Customer’s access to the service, and/or terminate the Customer’s account.

## **No Viruses**

Customer will not use, nor allow others to use, the service to transmit computer “viruses,” worms, “Trojan horses,” “malware” or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

## **No Waiver**

The failure by LakeNet or its affiliates to enforce any provision of this Acceptable Use Policy shall not be construed as a waiver of any right to do so at any time.

## **Revisions to Policy**

LakeNet reserves the right to update or modify this policy at any time and from time to time with or without prior notice. Continued use of the service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to LakeNet’s homepage [www.LakeNetMI.com](http://www.LakeNetMI.com), by electronic mail or by conventional mail.

LakeNet LLC Acceptable Use Policy, Version 1.0, April 8, 2010.