

LivCom Acceptable Use Policies

You agree to comply with the rules of the Service and the appropriate rules for other networks or services connected directly or indirectly to the Service, including Acceptable Use Policies established for the Internet as a whole.

You acknowledge that all references herein to LivCom refer to the company and its affiliates, suppliers, and agents.

The Service may only be used for lawful purposes for your individual use. You agree to use responsible Internet practices, including, without limitation, using computer security and anti-virus protections, to ensure that unauthorized third parties do not gain access to your computer or computer network or the Service.

I. RESTRICTIONS ON NETWORK & USAGE, CONDUCT & INFORMATION, AND TECHNICAL USE

You further agree not to:

1. Resell the Service, permit the use of the Service by any unauthorized users, or otherwise make available to anyone outside the Premises the ability to use the Service (i.e., through wi-fi or other methods of networking), in whole or in part, directly or indirectly.
2. Restrict or inhibit any other user from using and enjoying the Internet.
3. Restrict, inhibit, interfere with, or otherwise disrupt performance of the Service or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any LivCom (or LivCom supplier) host, server, backbone network, node or service.
4. Connect the LivCom Equipment to any computer outside of your Premises.
5. Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.
6. Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted to do so by LivCom.
7. Post or transmit any message, data, image, or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
8. Post or transmit emails or other information or software which contains a virus, malicious code, spyware, adware, cancelbot, trojan horse, worm or other harmful component way exploit any information, software or other material obtained through the Service for commercial purpose (other than as expressly permitted by LivCom with regards to such information, software or other material);
10. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.
11. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind (as determined in LivCom's sole discretion), including without limitation any transmissions 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;
12. Transmit spam (i.e., mass unsolicited email messages) or flames (the sending of a large number of email messages to a single or multiple addresses);
13. Gain or attempt to gain unauthorized access to or otherwise disrupt or deface websites, networks, systems or accounts owned by LivCom or any third parties, including without limitation, through the use of worms, trojan horses, denial of service attacks or other computer hacking techniques, disrupt the Service or network connectivity of LivCom or any third parties, misuse LivCom or third-party facilities or create fraudulent accounts; or
14. Edit, transmit, distribute, reproduce, or modify in any part or copy onto any media The Walt Disney Company and its affiliated company content, text, photo, graphic, audio, and/or video material (including but not limited to such material from ESPN, ABCNews, Movies.com, SOAPNet or any other Disney company) ("Disney Content"), except that Customer may download one copy of the Disney Content on a single computer for the Subscriber's personal, noncommercial home use only, provided that (i) Customer keeps intact all copyright and other proprietary notices, (ii) Customer makes no modifications to the Disney Content, (iii) Customer does not use the Disney Content in a manner that suggests an association with any of Disney's products, services, or brands. Customer agrees that The Walt Disney Company and its affiliated companies will not be held liable for any delays, inaccuracies, errors, or omissions in the Disney Content or in the transmission of delivery of all or any part of the Disney Content, or for any damages arising from any of the foregoing.
15. Avoid incurring charges for or otherwise being required to pay for usage of the Service;
16. Invade another person's privacy, stalk, harass, or otherwise violate the rights of other persons;
17. Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

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18. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
19. Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
20. Collect, or attempt to collect, personal information about third parties without their consent;
21. Send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
22. Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
23. Participate in the collection of voluminous amounts of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
24. Collect responses from unsolicited bulk messages;
25. Falsify, alter, or remove message headers;
26. Falsify references to LivCom or its network, by name or other identifier, in messages;
27. Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
28. Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use.
29. Use the Internet service or facilities for web-hosting, email hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with LivCom and the usage does not otherwise violate law or regulation;
30. Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account.
This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
31. Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
32. Copy, distribute, or sub-license any proprietary software provided in connection with the Service by LivCom or any third party, except that you may make one copy of each software program for back-up purposes only;

33. Distribute programs that make unauthorized changes to software (cracks);
34. Service, alter, modify, or tamper with the LivCom Equipment or Service or permit any other person to do the same who is not authorized by LivCom;

II. CUSTOMER OBLIGATIONS & COMPANY RIGHTS

a. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by LivCom that connects to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

b. LivCom's Rights

LivCom reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this AUP, or otherwise harmful to LivCom's network or customers using the Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP.

LivCom has no obligation to monitor the Service or your use of the Service. However, you agree that LivCom has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate the Service properly, or to protect itself or its subscribers. LivCom will not intentionally monitor or disclose any private email message, except as stated above. LivCom reserves the right to refuse to post, to block or remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP, the Subscriber Agreement or applicable law. LivCom may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that LivCom in its sole discretion, believes violates any of its AUP.

LivCom may deny you access to all or part of the Service without notice if you engage in any conduct or activities that LivCom in its sole discretion believes violates any of the terms and conditions in this AUP. If LivCom denies you access to the Service because of such a violation, you shall have no right to access the Internet or your email account through LivCom.

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III. NETWORK MANAGEMENT AND LIMITATIONS ON DATA CONSUMPTION

LivCom manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of LivCom's customers. LivCom uses reasonable network management practices that are consistent with industry standards. In addition, LivCom is required by the FCC to test a random set of customers for speed and latency periodically during the year. By using this service, the customer agrees to allow LivCom to perform these tests. LivCom tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

If LivCom didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, LivCom can deliver the best possible broadband Internet experience to all of its customers.

a. Network Usage and Data Consumption Restrictions

You acknowledge that all of the LivCom Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on the LivCom Internet services that have been established by LivCom and LivCom suppliers. You agree not to intentionally use the LivCom Internet service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of LivCom's network resources by one Customer may have a negative impact on all other Customers. Accordingly, in addition to the Prohibited Uses and Activities provided in Section I, you may not use the LivCom Internet service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in LivCom's sole discretion. Such prohibited actions include but are not limited to: using the LivCom Internet Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of the LivCom Internet Services.

LivCom reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical user of a similar Services account as determined by LivCom in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does

not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by LivCom in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with LivCom's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, LivCom may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a higher tier of the Service if you wish to continue to use the Service at higher data consumption levels. LivCom may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans.

LivCom's determination of the data consumption for Service accounts is final.

IV. VIOLATION OF THIS ACCEPTABLE USE POLICY

LivCom reserves the right to immediately suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

LivCom does not routinely monitor the activity of individual Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. LivCom has no obligation to monitor the Service and/or the network. However, LivCom and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this AUP; and/or protect the network, the Service and LivCom users.

LivCom prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. LivCom also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without LivCom's intervention. However, if the Service is used in a way that LivCom or its suppliers, in their sole discretion, believe violates this AUP, LivCom or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither LivCom nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not LivCom's exclusive remedies and LivCom may take any other legal or technical actions it deems appropriate with or without notice.

LivCom reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on LivCom's servers and network. During an investigation, LivCom may suspend the account or accounts involved and/or remove

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or block material that potentially violates this AUP. You expressly authorize and consent to LivCom and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Service account, LivCom is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of LivCom or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD LIVCOM HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AUP BY YOU OR AUTHORIZED USERS OF YOUR ACCOUNT, OR IN CONNECTION WITH THE USE OF THE SERVICE OR THE INTERNET OR THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER MATERIALS ON THE INTERNET BY YOU OR USERS OF YOUR ACCOUNT. Your indemnification will survive any termination of the Subscriber Agreement.

V. REDRESS AND GOVERNING LAW

a. Governing Law / Resolution of Disputes – Arbitration

Any dispute or claim between you, the Customer, and LivCom arising out of or relating to the service provided in connection with this AUP or the Subscriber Agreement shall be resolved by arbitration ("Arbitration"), unless otherwise specified in Customer's individual Subscriber Agreement. To the extent that there is a conflict regarding this Arbitration provision, the Customer's individual Subscriber Agreement supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what the Subscriber Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually, and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

b. Governing Law / Resolution of Disputes – Governing Law

The Agreement and the relationship between you and LivCom shall be governed by the laws of the state of Texas without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Arbitration provision herein, you and LivCom agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Texas and waive any objection as to venue or inconvenient forum. The failure of LivCom to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service, this AUP or the Subscriber Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

VI. COPYRIGHT INFRINGEMENT

LivCom's policy for addressing copyright infringement can be found in the [Digital Millennium Copyright Act \(DMCA\) Notice](#).