

Acceptable Use Policy (AUP)

Introduction

Landmark Wireless LLC. ("LANDMARK") provides a variety of Internet services ("the Service"). The LANDMARK Service allows subscribers to connect to the Company's high-speed backbone network and the Internet. The Service uses resources that are shared with other customers. The Service provides access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other users of the Internet. Use of the Service is subject to the following rules and guidelines. Each customer of LANDMARK is responsible for ensuring that the use of all services provided to such customer complies with this policy. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE LANDMARK TECHNICAL SUPPORT STAFF SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Service for any activity that violates any local, state, federal or international law, order, or regulation is a violation of this Policy.

Prohibited activities include, but are not limited to:

- Posting or disseminating material that is unlawful, such as child pornography or obscene material.
- Disseminating material, which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Digital Millennium Copyright Act (DMCA)

Under the Digital Millennium Copyright Act (DMCA), copyright owners have the right to notify LANDMARKISP's register agent if they believe that a LANDMARKISP customer has infringed on their work(s). When LANDMARKISP receives a complaint notice from a copyright owner, LANDMARKISP will notify the customer of the alleged infringement by providing them a copy of the submitted DMCA notice. As required by law, LANDMARKISP enforces a graduated response

policy to complaints that may lead to suspension or termination of service. LANDMARKISP's policy is to cancel the internet services for any customer receiving twelve or more DMCA notices annually and to assess a \$10 Administrative Fee for the processing and handling of every complaint received after the second.

Security

You are responsible for any misuse of the Service that you have contracted for, even if a friend, family member, guest, employee, or customer committed the inappropriate activity with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Service.

You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, LANDMARK recommends against enabling file or printer sharing of any sort. LANDMARK recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. As with any always-on broadband connection to the Internet, LANDMARK recommends installation of a firewall (software or hardware).

The Service may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. They also may not be used in any 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 networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet-sniffers, or network probing tools, is prohibited.

You may not disrupt the Service.

The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host.

The transmission or dissemination of any information or software, which contains a virus or other harmful feature, also is prohibited.

Inappropriate Content

There may be content on the Internet or otherwise available through the Service which may be

offensive to some individuals, or which may not be in compliance with all local laws, regulations, and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. LANDMARK does not assume any responsibility for the content contained on the Internet. You must assume the risk of accessing content through the Service, and LANDMARK shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. LANDMARK reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

LANDMARK does not have any obligation to monitor transmissions made on the Service. However, LANDMARK does have the right to monitor such transmissions from time to time and to disclose the information obtained in accordance with your subscriber agreement.

By using the Service to reproduce, publish, display, transmit, and distribute content, a user is warranting that the content complies with this policy and authorizing LANDMARK to reproduce, publish, display, transmit, and distribute such content as necessary for LANDMARK to deliver the content in a timely manner.

Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The service may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you.

The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Service. Forging, altering, or removing electronic mail headers is prohibited.

You may not reference the LANDMARK network in any unsolicited email even if that email is not sent through the LANDMARK network.

You may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account.

The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

The LANDMARK network is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender or deleted.

Online Chat Sessions

The Service may be used to participate in “chat” discussions. These discussions may be hosted by LANDMARK network servers, by third party servers, or may not involve any servers at all. In all cases, the LANDMARK network does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat.

The Service may not be used to perform chat “flooding.” Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. The service may not be used to send messages that disrupt another Internet user’s equipment, including software, hardware, and user display.

The Service may not be used to access any chat server in violation of the acceptable use policy of that server.

The Service may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized.

A customer may not use the Service to connect to chat servers or channels from which they have been previously banned.

The Service may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages.

Personal Web Space

LANDMARK does not offer Personal Web Space at this time.

Other Limitations

Users must ensure that their activity does not improperly restrict, inhibit, or degrade any other user’s use of the Service, nor represent (in the sole judgment of LANDMARK) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade, or impede LANDMARK’s ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

LANDMARK customers may not resell, share, or otherwise distribute the service or any portion

thereof to any third party without the written consent of LANDMARK.

Violation Of This Policy

LANDMARK does not routinely monitor the activity of accounts for violation of this policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Service. Although LANDMARK has no obligation to monitor the Service and/or the network, LANDMARK reserves the right to monitor bandwidth, usage, and content from time to time to operate the Service; to identify violations of this policy; and/or to protect the network and LANDMARK users.

LANDMARK prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way, which LANDMARK believes violates this policy, LANDMARK may take any responsive actions it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. LANDMARK will not have any liability for any such responsive actions. The above-described actions are not exclusive remedies and LANDMARK may take any other legal or technical action it deems appropriate.

LANDMARK reserves the right to investigate suspected violations of this policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on LANDMARK servers and network. During an investigation, LANDMARK may suspend the account or accounts involved and/or remove material, which potentially violates this policy. You hereby authorize LANDMARK to cooperate with law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other Internet service providers or other network or computing facilities in order to enforce this policy. Such cooperation may include LANDMARK providing the name, IP address, or other identifying information about a subscriber. Upon termination of an account, LANDMARK is authorized to delete any files, programs, data, and email messages associated with such account.

The failure of LANDMARK to enforce this policy, 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 policy 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. Federal and Illinois State law shall exclusively govern this policy.

Modifications

LANDMARK may modify these terms and conditions upon written notice published on its web

site. Client's continued use of the Service after such notice shall constitute Client's acceptance of the modification of this Agreement.