

LR Communication's Acceptable Use Policy (AUP)

Introduction:

This sets forth LR Communications AUP to protect our ability to run a fast, high availability network and what will happen to clients who abuse or violate any of our standard policies.

Warranties/Disclaimers:

LR Communication's ability to provide end-users with Internet Connectivity depends on several unknown factors, including, but not limited to, direct Line Of Sight (LOS), trees, buildings, curvature of the earth, customer location weather, etc. Notwithstanding anything to the contrary in this Agreement, LR Communications shall not be required to provide Internet Connectivity to a location if LR Communications determines, in LR Communication's sole discretion, that the Internet Connection cannot be provided to such location in an economically viable manner or without sufficient quality. Client agrees to indemnify and hold LR Communications harmless (including reasonable attorney's fees and costs) from any claims, damages or losses, including without limitation, arising from LR Communication's failure to provide service.

Security: LR Communications does not guarantee that any communication or use of LR Communications services is completely secure.

Personal Files: LR Communications is not responsible for backups of client's files, programs, data, and other information. LR Communications will delete client's remaining files or other data and other information after client is no longer a customer of LR Communications.

Network Address Ownership: Any IP addresses assigned to LR Communications clients are considered loaned to LR Communications clients, and not given. They will revert back to LR Communications, after the services cease.

Configuration: LR Communications, or its authorized agents will perform basic initial installation of all hardware and software configurations for connectivity to the Internet. Any additional configurations, modifications etc. will be billed at the rates in effect at the time of additional work is performed.

Equipment: LR Communications or its authorized agents will perform initial hardware installation of the Loaned Equipment. Additional configurations will be billed at the rates in effect at the time of additional work is performed.

Compliance with All Laws: LR Communications customers understand and agree not to violate any laws while using the services of LR Communications. LR Communications customers agree to hold LR Communications harmless, including attorney's fees, from any claim, loss, or damages against LR Communications.

Unacceptable Conduct: This is a partial list of the items that constitute unacceptable conduct: excessive posting or otherwise abusing USENET, sending unsolicited emails (spam), using LR Communications to do anything with spam, harassing other individuals, mail bombing, impersonating or falsifying any information, violating anyone's privacy, use of IRC bots, network-unfriendly activity or hacking that causes interference with normal network operations, attempts to gain unauthorized access to the LR Communications or other ISP Servers, participating in chain letters and any other attempt to use LR Communications as a staging ground to hurt others in any way. No Residential/SOHO client may host a business class web site from their systems. A business class web site includes, but not limited to, the selling of any item, service, or information related to items or services for sale. LR Communications has a Zero Tolerance for SPAM. Any customer conducting such activities will immediately have their service agreement terminated. Hacking - Any unauthorized attempts to gain access to anyone else's computers will immediately have their LR Communications service agreement terminated.

Right to Disconnect Accounts: LR Communications has the right to shut down connections that are not authorized by LR Communications, violations of the AUP or when clients are in any way attempting to use a service not authorized or not paid for by the client.

Excess Utilization of System or Network Resources: All client accounts are monitored. LR Communications, and at its sole discretion, LR Communications may discontinue service for customers consistently exceeding normal transfer rates. It is the responsibility of each client not to over use this resource.

Compliance with Rules of Other Networks: LR Communications clients agree to not perform any act that causes other ISP's to advise LR Communications that the client has conducted unacceptable conduct towards a customer of the other ISP.

Monitoring and Privacy: LR Communications complies with all applicable laws, rules, and regulations pertaining to Monitoring and Privacy and expects all LR Communications clients to do the same.

Cooperation with Authorities: LR Communications is serious about getting the law involved for any illegal egress or transaction that LR Communications clients may attempt while using LR Communications services.

Right to Modify or Change Service: LR Communications may from time to time add to, delete from, modify, amend, update, or otherwise change this AUP and charges for services as LR Communications needs arise. Continued use of LR Communications services after any changes to the AUP or changes in LR Communications charges signifies that you agree with such changes or charges.

Personal Behavior: Threatening or abusive behavior will not be tolerated. This is not limited to but includes foul language, threats to our staff and excessive calling. LR Communications reserves the right to discontinue service to any account that at LR Communication's sole determination considers abusive.
