

LightGig Communications, LLC
Acceptable Use Policy

Effective Date: December 06, 2018

By accessing the Internet through any facility owned or operated by LightGig Communications LLC, or any of its affiliates (“LIGHTGIG”), a Subscriber, on or behalf of itself or any of its Users (as those terms are defined below), agrees to the terms of this Acceptable Use Policy agreement (the “Agreement” or “AUP”). LIGHTGIG may revise this AUP from time to time by posting a new version on the website at lightgig.com.

1. DEFINITIONS

“Service” means access to the Internet (depending on the rate plan selected by the Subscriber) and any other data services offered by LIGHTGIG.

“Subscriber” means the individual, corporation, or legal entity that incurs usage charges for the Service and utilizes the Service for its own internal use. “User” means an individual within Subscriber’s corporation or other legal entity who uses the Service and whose usage charges are incurred by Subscriber.

2. ACCEPTABLE USE OF INTERNET SERVICES

The Service may be used for browsing, sending, receiving and reading electronic mail, transferring files via the file transfer protocol or similar Internet protocol. At all times Subscriber shall be responsible for any use of the Service by its Users.

3. PROHIBITED ACTIVITIES

In connection with the use of the Service, Subscriber shall comply, and shall require its Users to comply, with the terms and conditions of this Agreement and with all applicable laws and regulations, including, without limitation, the Digital Millennium Copyright Act.

a. Without limiting the generality of the foregoing, Subscriber and its Users shall not use the Service in a manner that interferes with or threatens to jeopardize LIGHTGIG’s network or the use of the Service by any of LIGHTGIG’s customers, and Subscriber shall not use the Service:

- i. to make foul or profane expressions, or to impersonate another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person;
- ii. to create or distribute chain letters or other types of Ponzi or pyramid schemes of any type;
- iii. to send unsolicited mail messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of Subscriber or with whom Subscriber does not have an existing business relationship (spam); or distributing, advertising, web hosting or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;
- iv. to transmit or upload material, information, messages, data or images that are libelous or defamatory, or that violate any privacy right, threaten physical harm or property damage, or that violate state, local or federal laws, including but not limited to, laws governing obscenity, pornography, intellectual property, or the transmission of copyrighted material or trade secrets unless possessing the appropriate and necessary rights to do so;
- v. to cause or attempt to cause security breaches or disruptions of Internet communication or service. (Examples of security breaches include, but are not limited to, accessing data of which Subscriber is not an intended recipient, or logging in to a server or account that Subscriber is not expressly authorized to access. Examples of disruptions include, but are not limited to, port scans, ping floods, denial of service attacks, packet spoofing, and forged routing information);
- vi. to conduct or solicit the performance of any illegal activity or to conduct any other activity that infringes the rights of LIGHTGIG or any other party;
- vii. to accomplish any unlawful purpose including, but not limited to, posting, sending, storing or transmitting information which a reasonable person would deem unlawful;
- viii. to collect large numbers of identifiers of others without their consent (spidering or harvesting) or use of software to conduct such activity (spyware);
- ix. to violate the rules of any network, server, web site, or system that you access;
- x. to access others computers, servers or data without others permission;
- xi. to use or run public servers including web servers, TOR endpoints, Mobile Device Management (MDM) servers;
- xii. to interfere with others use of Service including transmitting worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others ability to use the network (DDoS, SYN flood, etc);

xiii. to resell or make the service available to others outside of the residential or business premise; or

xiv. to access and use the Service with anything other than dynamic Internet Protocol address that adheres to dynamic host configuration protocol. Use of static IP addresses or any protocol other than DHCP is prohibited unless you have purchased a plan that explicitly allows you to use them.

b. Subscriber and its Users shall not cause harm to the equipment, software, or processes used in connection with furnishing the Service, whether owned or operated by LIGHTGIG or other entities.

c. Upon any notice of alleged copyright infringement by a Subscriber, LIGHTGIG shall have the right to immediately remove the allegedly infringing content or temporarily disable the Subscriber's service. LIGHTGIG will notify Subscriber if such action is taken. Reinstatement may occur upon receipt by LIGHTGIG of a counter notice delivered in accordance with the copyright infringement provisions of the Digital Millennium Copyright Act. Repeat infringers' accounts will be terminated with no reinstatement.

d. Subscriber purchases this service for residential or business class use. Data consumption that is not characteristic of a typical user as determined by LIGHTGIG in its sole discretion may result in bandwidth limitation, customer purchasing dedicated bandwidth, or service termination.

4. CONTENT

LIGHTGIG exercises no control over the content of the information passing through LIGHTGIG's network and accessed through the Service. LIGHTGIG has no duty to monitor, review, remove, or edit any material passing through or residing on its network or servers, although LIGHTGIG reserves the right to do so at any time. Some sites contain information that Subscriber or its Users may consider obscene or harmful. LIGHTGIG shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. Subscriber is responsible for its own monitoring and viewing habits, and for those of its Users, including minors. LIGHTGIG makes no warranties of any kind, whether express or implied, about the content of the information passing through its network or accessed by the Subscriber or its Users through the Service. Use of any information obtained through the Service is at the sole risk of Subscriber and its Users. LIGHTGIG specifically

disclaims any responsibility for the accuracy or quality of information obtained through the Service.

5. EQUIPMENT

Subscriber shall be responsible for the proper installation, operation, and maintenance of any equipment not supplied by LIGHTGIG that is used by Subscriber or its Users in connection with the Service and Subscriber shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable laws and regulations.

6. VIOLATIONS OF THIS POLICY

If LIGHTGIG receives notice from a third party, or if LIGHTGIG reasonably believes that a Subscriber or any of its Users has violated any of the terms of this Agreement (including, without limitation, for failure to pay for the Service when due), then LIGHTGIG shall have the right, in its sole discretion, without prior notification to Subscriber or its Users, without limiting any other rights or remedies LIGHTGIG might have, and without incurring any obligation or liability to Subscriber or its Users, to temporarily discontinue furnishing Service to Subscriber or its Users, in whole or in part, or to terminate service to Subscriber. LIGHTGIG may charge a reconnect fee for any discontinued Service that is subsequently reconnected.

7. CHANGES TO THE ACCEPTABLE USE POLICY

LIGHTGIG may change this Acceptable Use Policy at anytime. Subscribers may review the most current version by clicking “Legal” located at the bottom of our site. Subscribers are responsible for checking these terms periodically for changes. Continuing to use LIGHTGIG services following changes to the Acceptable Use Policy signifies acceptance of the new terms.

8. CONTACT US

If you have any questions about this Policy please contact us at:

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