

# Lake Placid Fiber Acceptable Use Policy

## 1. GENERAL INTRODUCTION

Lake Placid Fiber's ("LPF") Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of Lake Placid Fiber's Internet service (the "Service") - those who access our Service but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Service ("Members")-must comply with this AUP.

**YOU ARE RESPONSIBLE FOR ANY MISUSE OF THE SERVICE, EVEN IF THE MISUSE WAS COMMITTED BY A FRIEND, FAMILY MEMBER, NEIGHBOR, GUEST OR ANY OTHER USER WITH ACCESS TO YOUR SERVICE ACCOUNT.**

While Lake Placid Fiber encourages and supports the free flow of information and ideas over the Internet, Lake Placid Fiber expects its customers and users to act legally, responsibly and attentively. Lake Placid Fiber does not actively monitor use of the Service under normal circumstances nor does Lake Placid Fiber exercise editorial control over the content of any web site, electronic mail transmission, news group, or other material or communication created, distributed or accessible over or through Lake Placid Fiber's Service, except for Lake Placid Fiber's proprietary websites. Lake Placid Fiber reserves the right, but does not bear the responsibility, to prohibit or delete any conduct, communication or content, which Lake Placid Fiber, in its sole discretion, determines to be unlawful, harmful to others, or in violation of this AUP. Your violation of this AUP may result in the suspension or termination of the Service or other actions as detailed herein. This AUP should be read in conjunction with Lake Placid Fiber's Internet Terms and Conditions of Use, the Rules, and other policies.

## 2. PROHIBITED USE

Actions which Lake Placid Fiber considers inappropriate and grounds for removal of offending material or termination of Service, and which constitute violations of this AUP, include, but are not limited to, the following:

- a.** Intentionally or unintentionally violating any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law.
- b.** Impersonating any person or entity, including, but not limited to, a Lake Placid Fiber official or employee, or falsely stating or otherwise misrepresenting your affiliation with a person or entity.
- c.** Posting links to any content that you do not have a right to transmit under any law or regulation or under contractual or fiduciary relationships (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
- d.** Using the Service to upload, post, e-mail, or otherwise transmit, or post links to any content that facilitates hacking.

- e.** Using the Service to upload, post, e-mail, otherwise transmit, or post links to any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation, except in those areas that are designated for such purposes;
- f.** Using the Service to upload, post, e-mail, otherwise transmit, or post links to any material that contains software viruses, worms, trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or to diminish the quality of, interfere with the performance of, or impair the functionality of Lake Placid Fiber’s network;
- g.** Using the Service to upload, post, e-mail, otherwise transmit or post links to any content, or select any member or user name or e-mail address, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of privacy or publicity rights, hateful, or racially, sexually, ethnically or otherwise objectionable;
- h.** Using the Service to upload, post, e-mail, otherwise transmit or post links to any content that promotes illegal activity, including without limitation the provision of instructions for illegal activity;
- i.** Using the Service to upload, post, e-mail, otherwise transmit or post links to any content that exploits the images of children under 18 years of age, or that discloses personally identifying information belonging to children under 18 years of age;
- j.** Using the Service to make any sexual request on behalf of a minor or make any sexual request of a minor or to harm, or attempt to harm, minors in any way;
- k.** Using the Service to collect or store personally identifying information about other users without their knowledge or consent for commercial or unlawful purposes;
- l.** Using the Service to upload, post, e-mail or otherwise transmit or post links to any material, or act in any manner that is offensive to this AUP.
- m.** Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- n.** Using the Service to transmit any material (by email, uploading, posting, or otherwise) to “stalk” another or that otherwise harasses another.
- o.** Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters.”
- p.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers in news postings in order to avoid spam email address collectors is allowed.
- q.** Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Lake Placid Fiber’s or another entity’s computer software or

hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

r. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

s. Reselling the Services without Lake Placid Fiber's authorization.

t. Using the Services for any activity, which adversely affects the ability of other people or systems to use Lake Placid Fiber services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is your responsibility to ensure that your network is configured in a secure manner. **You may not, through action or inaction, allow others to use your network for illegal or inappropriate actions.** You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use your network in an illegal or inappropriate manner.

### 3. REPORTING VIOLATIONS

To report a violation of this AUP, please contact:

Lake Placid Fiber  
PO Box 864  
Lake Placid, NY 12946  
Tel: 518-523-4237

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation
- Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

Lake Placid Fiber may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend your posting privileges
- Suspend or terminate Service
- Bill you for administrative costs and/or reactivation charges
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

#### 4. REVISIONS TO AUP

Lake Placid Fiber reserves the right to revise, amend, or modify this AUP, the Internet Terms and Conditions of Use, the Rules and other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Terms and Conditions of Use.

#### 5. REPEAT OFFENDER POLICY

All Lake Placid Fiber subscribers and account holders must be aware that should Lake Placid Fiber directly or indirectly become aware of actual or alleged repeat offenses involving the prevailing copyright laws of the United States, codified in Title 17 of the United States Code, by a subscriber or an account holder using any of Lake Placid Fiber's networks, any and all internet services provided by Lake Placid Fiber to such a repeat offender may be terminated within seven (7) business days of such determination. For purposes of this policy, a "repeat offender" may be a subscriber or account holder who has been notified by Lake Placid Fiber, either via email, in writing or the preferred contact method, of an actual or alleged copyright infringement associated with the subscriber or holder's IP address on three (3) or more separate occasions within a calendar week.

Lake Placid Fiber shall make a good faith effort to monitor the copyright offense allegations it receives.

The decision to terminate internet services provided by Lake Placid Fiber to a repeat offender will be made in the sole discretion of Lake Placid Fiber and Lake Placid Fiber is not required to seek judicial validation of any kind in making this determination. All decisions to terminate the internet services provided by Lake Placid Fiber will be final. Lake Placid Fiber shall make a good faith effort to provide notice to the repeat offender upon making such determination and prior to termination. Lake Placid Fiber also reserves the right to terminate any and all internet services provided to subscribers or account holders after a single violation of this Acceptable Use Policy.