

Acceptable Use

LightSpar, LLC. ("LightSpar") has published this acceptable use policy ("AUP") in an effort to enhance the use of the Internet by promoting responsible use and in an effort to provide a reliable, high-quality service to its customers. In that regard, LightSpar requires its customers and other third-party users (collectively, its "Users") to utilize LightSpar's services and network responsibly and in compliance with all applicable laws and the terms of this AUP. This AUP supplements rather than supersedes any and all agreements between a User and LightSpar with respect to the use of LightSpar's services and network by such User. Use by a User of LightSpar's services or network constitutes acceptance by such User of the terms of this AUP.

Prohibited Conduct

Users may not use LightSpar's services or network (i) in violation of any applicable local, state, or federal law or regulation; (ii) in a manner that infringes or may infringe upon any copyrights, trademarks, patents, trade secrets, or other types of intellectual property; (iii) to transmit offensive or threatening materials, including materials that are obscene, pornographic, defamatory, libelous, abusive, hateful, excessively violent, or otherwise inappropriate; (iv) to transmit fraudulent, deceptive, or misleading materials or to advance any type of financial scam; (v) to transmit any materials that harass another person or entity; (vi) to transmit viruses, Trojan horses, or other materials harmful to any network or equipment or other Users or third parties; or (vii) in a manner that exposes or may expose LightSpar, its customers, partners, or vendors, or any other person or entity using the LightSpar network to abuse, complaints, retaliation, connectivity issues, or other negative impact .

System and Network Security

Users may not use LightSpar's services or network to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service, or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network or system without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, mailbombing, flooding, crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

Spamming

Users may not use LightSpar's services or network to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as "spam"). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation. In addition, Users are prohibited from using the services or network of another provider to send spam or to promote a site hosted on or connected with LightSpar's services or network.

Usenet

All postings to Usenet groups must comply with such group's charter, rules, guidelines, and agreements (collectively, "Usenet Policies"). In addition to any such Usenet Policies, Users may not use LightSpar's services or network to post the same or similar messages to one or more Usenet groups (commonly known as "Usenet spam").

Consequences

If LightSpar determines that a User has violated any of the terms of this AUP, LightSpar shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or to suspend such User's services. LightSpar may involve and shall cooperate with law enforcement authorities if criminal activity is suspected. In addition, Users who violate this AUP may be subject to civil or criminal liability. LightSpar shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by LightSpar pursuant to this AUP. In order to protect the LightSpar network and all Users utilizing the LightSpar network, LightSpar shall have the right, immediately and without prior notice, to terminate routing of a User's assigned IP address space in the event such User is under a network-based attack; however, LightSpar shall use reasonable efforts to reinstitute routing of such User's assigned IP address space in LightSpar's discretion following such network-based attack. In the event that a User experiences repeated network-based attacks, LightSpar reserves the right to suspend or terminate such User's services immediately and without prior notice.

Violation Reporting

Violations or potential violations of this AUP may be reported to LightSpar at abuse@lightspar.com.

Modifications

LightSpar reserves the right to modify this AUP from time to time without notice in LightSpar's sole discretion. Such modifications shall be effective when posted.