



LYON TECHNICAL SERVICES, LLC

LyonTech Internet Services – Acceptable Use Policy

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As a provider of Internet access, web site hosting, and other Internet-related services, LyonTech offers its customers (also known as subscribers) the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. LyonTech respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, LyonTech reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, LyonTech has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing LyonTech's services. This AUP will be revised from time to time. A customer's use of LyonTech's services after changes to the AUP are posted on LyonTech's web site, www.lyontech.com, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that LyonTech cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because LyonTech cannot monitor or censor the Internet, and will not attempt to do so, LyonTech cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that LyonTech does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over LyonTech's network and may reach a large number of people, including both subscribers and nonsubscribers of LyonTech, subscribers' postings to the Internet may affect other subscribers and may harm LyonTech's goodwill, business reputation, and operations.

For these reasons, subscribers violate LyonTech policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"), whether by email, newsgroup, IRC, blog, or any other messaging methodology or technology. It is not only harmful because of its negative impact on consumer attitudes toward LyonTech, but also because it can overload LyonTech's network and disrupt service to LyonTech subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, LyonTech has the sole discretion to determine from all of the evidence at its disposal whether any message sent by a subscriber violates this policy. Any message sent to any list of Internet addresses or locations, regardless of the source and regardless of the purpose, that the subscriber does not personally know or have active business relationships with, is likely to be determined as a violation of this policy.

Intellectual Property Violations -- Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. LyonTech is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also LyonTech's policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials -- Using LyonTech's network to advertise, transmit, store, post, display, or otherwise make available pornography or obscene speech or material. LyonTech is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through LyonTech's network.

Defamatory or Abusive Language -- Using LyonTech's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration or any violation of this AUP (i.e. port scan, stealth scan, harvesting, or other information gathering activity).



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Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation or sending of Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- LyonTech reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Excessive Use -- As an ISP, LyonTech's bottom line is determined partially by the amount of bandwidth subscribers utilize. LyonTech can normally balance that cost and utilization while continuing to provide great service to all subscribers. If you utilize any of your LyonTech .services in a manner which consumes excessive bandwidth or affects LyonTech's core equipment, overall network performance, or other users' services, LyonTech may require at its sole discretion that you cease or alter these activities, or enter into a purchase agreement to compensate for the additional costs associated with such excessive use.

Sharing or Resale -- You may share the services among your own internal computers and users, but sharing or resale of the services to any third party in any form is expressly prohibited. If you elect to install or use a wireless networking device, such as 802.11x (aka "WiFi"), BlueTooth, or otherwise, your wireless network must be secured and restricted so that no guest or third party may use it.

Other Activities -- Engaging in activities, whether lawful or unlawful, that LyonTech determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. LyonTech will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with LyonTech policy or applicable law. When LyonTech becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or any other action it deems appropriate.

LyonTech also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, LyonTech urges its subscribers to assume that all of their on-line communications are insecure. LyonTech cannot take any responsibility for the security of information transmitted over LyonTech's facilities.

LyonTech will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. LyonTech may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, LyonTech may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. LyonTech assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, LyonTech may disclose subscriber information or information transmitted over its network where necessary to protect LyonTech and others from harm, or where such disclosure is necessary to the proper operation of the system.

LyonTech expects that its subscribers will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate LyonTech policy. Finally, LyonTech wishes to emphasize that by simply using the services, subscribers agree to indemnify LyonTech for any violation of the service agreement, law, or LyonTech policy, that results in loss to LyonTech or the bringing of any claim against LyonTech by any third-party. This means that if LyonTech is sued because of a subscriber's activity, the subscriber will pay any damages awarded against LyonTech, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including LyonTech and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to abuse@lyontech.net.