

Acceptable Use Policy

READ THIS ACCEPTABLE USE POLICY CAREFULLY BEFORE USING MOBIUS'S SERVICES

1. INTRODUCTION.

- 1.1 The Mobius Internet, IT & Communications ("Mobius") provides a variety of Internet services (the Services) to their customers (the Subscribers"). The Services use resources that are shared with many other users throughout the Internet. Each Subscriber benefits by being able to share resources and communicate with other users through the Services. However, as with any community, the benefits and privileges of the Services must be balanced with duties and responsibilities so that all users can have a productive experience. This Acceptable Use Policy (AUP) is designed to help protect Mobius, Subscribers, and the Internet community in general from irresponsible or, in some cases, illegal or otherwise objectionable activities. By using the Services, Subscribers consent to be bound by the terms of this AUP. This AUP should be read in conjunction with our Internet Service Agreement available [here](#), Privacy Policy available [here](#), and other applicable policies, all of which is incorporated herein. Each Subscriber, and those who access some of the Services through a Subscribers account but do not have accounts (Visitors), is responsible for ensuring that the use of all Services complies with this AUP.
- 1.2 Violation of any term of this AUP may result in the immediate suspension or termination of either your access to the Services or Mobius account.

2. UPDATING THIS AGREEMENT. Mobius may revise, amend, or modify this AUP from time to time. Notice of any revision, amendment, or modification will be posted on Mobius's website, and/or by email and/or in mailings to your primary Mobius email account and will be effective on the date noted in the posting. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Mobius. By continuing to use the Services after the amendments are effective, you accept and agree to abide by them.

3. VIOLATIONS OF MOBIUS'S ACCEPTABLE USE POLICY.

The following is a non-exclusive list of actions that Mobius considers to be inappropriate and thus prohibited, and discussed in further detail following this Section. The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact Mobius.

- 3.1 Using the Services for any activity that violates any local, state, federal or international law, order or regulation.
- 3.2 Using the Services to transmit, distribute, store or access any material (by e-mail, publishing, uploading, posting or otherwise) which is inappropriate, profane, obscene, indecent, pornographic, libelous, harassing, constitutes a threat or encourages bodily harm or destruction of property, or otherwise objectionable or unlawful.
- 3.3 Using the Services to transmit, distribute, store or access any material (by e-mail, publishing, uploading, posting, or otherwise) that infringes copyright, trademark, patent, trade secret, or other proprietary rights of any third party. You assume all risks regarding the determination of whether material is in the public domain.

- 3.4 Using the Services to make fraudulent offers to buy or sell products, items, or services, or to advance any type of financial/soliciting scams including, but not limited to, pyramid schemes, Ponzi schemes, mail bombing, and chain letters.
- 3.5 Using the Services to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- 3.6 Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- 3.7 Disrupting or interfering with the Services in any way, including through the uploading of files which contain viruses, worms, Trojan horses, or other software or programs that may be damaging to the Services or another users' computer.
- 3.8 Using the Services to transmit, or to facilitate the transmission of, any unsolicited commercial e-mail or unsolicited bulk e-mail.
- 3.9 Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Mobius 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.
- 3.10 Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- 3.11 Reselling the Services without Mobius authorization.
- 3.12 Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet.
- 3.13 Using the Services for excessive posting or cross posting of the same or substantially similar messages, or binary files to newsgroups not specifically named for that purpose, or flooding or disruption of Usenet newsgroups.
- 3.14 Using the Services to perform chat flooding, maintaining more than two simultaneous chat discussions, using the Services to connect to chat servers or channels from which they have been previously banned, or forging, altering, or obscuring your identity while participating in chat sessions.
- 3.15 Using the Services to post any content that holds Mobius (including its affiliates), employees or shareholders up to public scorn or ridicule or would any way damage or impair Mobius's reputation or goodwill.

4. SECURITY.

- 4.1 The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. The Services also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for

compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is similarly prohibited.

- 4.2 You may not attempt to disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature also is prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device.

5. INAPPROPRIATE CONTENT.

- 5.1 There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Mobius cannot assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Services, and Mobius shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.
- 5.2 You are solely responsible for any information that is transmitted from your IP address or your account on the web, other Internet services, or that you publish on the web or other Internet services. You must ensure that the content is only made available to appropriate recipients. Mobius has no obligation to monitor transmissions made on the Services. Mobius reserves the right to monitor any Subscribers transmissions. Mobius may remove, or refuse to post, any information or materials, in whole or in part, that Mobius, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.
- 5.3 By using the Services to reproduce, publish, display, transmit and distribute content, a Subscriber is warranting that the content complies with this AUP, and authorizing Mobius to reproduce, publish, display, transmit and distribute such content as necessary for Mobius to deliver the content in a timely manner.

6. ELECTRONIC MAIL.

- 6.1 The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages.
- 6.2 You may not reference Mobius (e.g. by including "Organization: Mobius" in the header or by listing an IP address that belongs to Mobius) in any unsolicited email even if that email is not sent through the Services.
- 6.3 "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.
- 6.4 Mobius is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at Mobius's sole discretion.

7. BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS.

7.1 You must comply with then current bandwidth, data storage and other limitations on the Services. Subscribers must ensure that their activity does not improperly restrict, inhibit, or degrade any other Subscriber's use of the Services, nor represent (in the sole judgment of Mobius) an unusually large burden on the network itself. In addition, Subscribers must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Mobius's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

7.2 Certain applications that you may use will, by their nature, permit other Internet users to gain access to your computer. These applications include, for example, your use of your computer as a server to allow others to download files using FTP or to access content you placed on a Web site using HTTP. You are permitted to run such applications for your personal use and within the limitations of this Agreement, provided that you take the appropriate security measures and you assume all risk of security breaches such as those described above. Mobius shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from or arising out of or otherwise relating to your use of such applications, including, without limitation, damages resulting from other Internet users' having access to your computer.

8. SUSPENSION; TERMINATION.

8.1 Mobius takes no responsibility for any material created or accessible through the Services. Mobius is not obligated to monitor or exercise editorial control over such material for violation of this AUP, but reserves the right to do so. In the event that Mobius becomes aware that any such material may violate this AUP or expose Mobius to civil or criminal liability, Mobius reserves the right to block access to such material and suspend or terminate any Subscriber creating, storing or disseminating such material. Mobius further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the Subscriber that Mobius deems responsible for the wrongdoing.

8.2 Any Subscriber that Mobius determines to have violated any element of this AUP may be subject to a suspension or termination of service, and if Mobius deems it necessary, immediate suspension or termination of such Subscriber's service without notice. Mobius may take such further action as it determines to be appropriate under the circumstances to eliminate or preclude repeat violations. Mobius shall not be liable for any damages of any nature suffered by any Subscriber, user, or any third party resulting in whole or in part from Mobius's exercise of its rights under this AUP. The above described actions are not Mobius exclusive remedies and Mobius may take any other legal or technical action it deems appropriate.

9. ENTIRE AGREEMENT. This AUP contains and refers to the entire agreement of the parties relating to the rights granted and obligations assumed in this AUP. Any oral representations or modifications concerning this AUP shall be of no force and effect unless contained in a subsequent written modification signed by both parties to this AUP or unless modified pursuant to Section 2.

10. HEADINGS. The headings in this Agreement are for convenience of reference only and shall not be given any effect in the interpretation of this AUP.

11. NO WAIVER. No course of dealing or failure of either party to enforce strictly any right, term, or condition of this AUP shall be deemed or construed as a waiver of such right, term, or condition.

12. JURISDICTION. This AUP is governed by Louisiana law without regard to conflict of law provisions.

13. SEVERABILITY. If any provision of this AUP is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the rest of the AUP shall remain in full force and effect.

14. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT

INFRINGEMENT.

14.1 Mobius has in place certain legally mandated procedures that provide for the suspension and/or termination of Service to users who are found to have infringed on the rights of Mobius or of third parties, or otherwise violated intellectual property laws or regulations. Mobius's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated (e.g. copied, posted, stored, or transmitted) and you want Mobius to delete or edit the material in question, you must provide Mobius with all of the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed, and information reasonably sufficient to permit Mobius to locate the material;
- (d) information reasonably sufficient to permit Mobius to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;
- (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be e-mailed to us at copyright@Mobius.net or mailed to us at Mobius Internet, IT & Communications,

Attn:

Mobius Copyright
PO Box 86659
Baton Rouge LA 70879