

Attention: Anyone using Property WiFi Internet Access

You must agree to abide by this policy if you wish to access the Property Wi-Fi Network.

COVERAGE OF THIS POLICY

The following terms and conditions ("Policy") apply to your use of and access to the ISP operated networks as well as any electronic transmission sent, received, posted, accessed, or stored via those networks including, without limitation, wireline or wireless web, voice, data, and messaging services; and Internet services (collectively, the "Network"). In this Policy, and its subsidiaries and affiliates are collectively referred to as "Company." By using or accessing the Network, you agree with this Policy. Certain products or services offered through the Network may have additional terms and conditions, which govern in the event of any inconsistency with this Policy.

In addition to any other agreements between you and Company (also referred to herein as "we," "us," and in the possessive, "our"), this Policy explains the policies that govern your access to and use of the Network, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.

ILLEGAL OR HARMFUL USE

You may access and use the Network only for lawful purposes. You are responsible for any transmission you send, receive, post, access, or store via the Network, including the content of any communication. Transmitting, distributing, or storing any material that violates any applicable law is prohibited. Additionally, the following non-exhaustive list details the kinds of illegal or harmful conduct that are prohibited:

- **Infringement:** Infringement of intellectual property rights or other proprietary rights including, without limitation, material protected by copyright, trademark, patent, trade secret or other intellectual property right. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
- **Export Violations:** Including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- **Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make money-fast schemes, chain letters, and pyramid schemes).
- **Failure to Abide by Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or that you access.
- **Harmful Content:** Disseminating or posting harmful content including, without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

ELECTRONIC COMMUNICATIONS

You may not distribute, publish, or send through the Network: (1) unsolicited advertisements, solicitations, commercial email messages or promotional messages of any kind (commonly referred to as "spam"); (2) unsolicited informational announcements; (3) chain mail; (4) numerous copies of the same or substantially similar messages; (5) empty messages; (6) messages which contain no substantive content; or (7) very large messages or files that disrupt a server, account, newsgroup, or chat service. Likewise, you may not (1) participate in collecting e-mail addresses, screen names, or other identifiers of others (without Company's prior written consent), a practice sometimes known as spidering or harvesting; (2) participate in using software (including "spyware") designed to facilitate such activity; (3) collect

responses from unsolicited messages; or (4) use any of our mail servers or another site's mail server to relay mail without the express permission of the account holder or the site. You will not access any Usenet newsgroups via any other network. Without notice to you and at any time, we may add, remove, or modify Usenet newsgroups or services and may modify or restrict the bandwidth available to download content from Usenet newsgroups.

NETWORK SECURITY AND INTEGRITY

You may not violate the security of the Network in any way. Such violations may result in criminal or civil liability. Company may, but is not obligated to, investigate any violation of the Network. Company may cooperate with law enforcement where criminal or unauthorized activity is suspected. By using Company products services or sending, receiving, posting, accessing, or storing any electronic transmission via the Network, you agree to cooperate, as well, in any such investigation. Examples of Network security violations include, without limitation:

- **Hacking:** Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express prior authorization of the owner of the system or network.
- **Interception:** Unauthorized monitoring of data or traffic on any network or system without the express prior authorization of the owner of the system or network.
- **Intentional Interference:** Interference with service to any user, host or network including, without limitation, denial-of-service attacks, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, and broadcast attacks.
- **Falsification of Origin or Routing Information:** Using, selling, or distributing in conjunction with the services, any computer program designed to conceal the source or routing information of electronic mail messages in a manner that falsifies an Internet domain, header information, date or time stamp, originating e-mail address, or other identifier.
- **Avoiding System Restrictions:** Using manual or electronic means to avoid any limitations established by Company or attempting to gain unauthorized access to, alter, or destroy any information that relates to any Company customer or other end-user. Company may, but is not obligated to, take any action it deems necessary to protect the Network, its rights or the rights of its customers or third parties, or (2) optimize or improve the Network, services, systems, and equipment. You acknowledge that such action may include, without limitation, employing methods, technologies, or procedures to filter or block messages sent through the Network. Company may, in its sole discretion, at any time, filter "spam" or prevent "hacking," "viruses" or other potential harms without regard to any preference you may have communicated to us.

INVESTIGATION AND ENFORCEMENT OF THIS POLICY

All users of the services must adhere to the terms of this Policy. We have the right, but are not obligated, to strictly enforce this Policy through self-help, active investigation, litigation and prosecution. Company shall not be obligated to monitor or exercise any editorial control over any material stored, copied, or communicated using our services or Network, but reserves the right to do so. Any user which Company determines to have violated any terms of this Policy may be subject to a suspension or termination of service on the most limited basis as Company determines is reasonably practical under the circumstances to address the underlying violation. In the event that Company becomes aware that any such material may violate the terms of this Policy and/or expose Company to civil or criminal liability including, without limitation, under the Digital Millennium Copyright Act (DMCA), Company reserves the right to block access to such material and suspend or terminate any user creating, storing, copying, or communicating such material, including any user whom Company becomes aware has engaged in any of the foregoing activity multiple times. Company further reserves the right to conduct investigations into fraud, violations of the terms of this Policy or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that Company deems responsible for the wrongdoing.

We may also access and disclose any information (including transactional information) related to your access and use of the Network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent,

abusive, or unlawful use of, or subscription to, such services. INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY BY SUCH COMPANY, CUSTOMER OR USER.

DISCLAIMER OF WARRANTIES AND LIABILITY

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH THE NETWORK. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH THE NETWORK IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." COMPANY, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE NETWORK. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. COMPANY DOES NOT GUARANTEE THAT THE NETWORK WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES FROM THE USE OF THE NETWORK THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM YOUR USE OF THE NETWORK, ANY SERVICES OFFERED THROUGH THE NETWORK, OR ANY TRANSACTION PERFORMED THROUGH THE NETWORK. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES- EVEN IF KNOWN BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF COMPANY, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE NETWORK WILL NOT EXCEED \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF COMPANY, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

GOVERNING LAW

This Policy is governed by and construed under the laws of the State of Louisiana, without regard to its conflict of laws principles. The federal courts within the state of Louisiana and state courts in Ouachita Parish, Louisiana, have exclusive jurisdiction over and venue of any suit that relates to this Policy. You are responsible for ensuring that your conduct is at all times in compliance with all applicable laws, rules, and regulations.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents, shareholders, licensors, and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Policy by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through the Network; or (5) your use of the or Network.

MISCELLANEOUS

Failure by Company to insist upon or enforce strict performance of any provision of this Policy will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement. Company may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Policy is found to be unenforceable or invalid, this Policy's unaffected provisions will remain in effect.

CONTENT POLICY SUMMARY

This policy references only content that is controlled and/or distributed by Company and is not applicable to content found on internet web sites not owned by Company.

Given the rapid changes in technology and the business models those changes promote, it is impossible to have a policy that specifically discusses every type of relationship Company may consider or every content decision that Company will make. However, attention to the following guiding principles and the more complete discussion that follows, should help Company decision makers that are tasked with dealing with these complex issues.

Company understands and appreciates that the Internet and content distributed on it is solely the responsibility of those who produce and access the content. As such, Company takes no responsibility for third party content accessed over the Network without limitation, nor does Company have any obligation to monitor such third party content. Company reserves the right at all times to remove or refuse to distribute any content which it finds objectionable for any reason. Company also reserves the right to direct any objectionable or illegal content to the appropriate legal, regulatory or governmental entities. Company holds no responsibility or liability for enacting or failing to enact these stated rights under this Policy.

The following principles are intended to be a summary of the Company content policy. They are not intended to address every scenario, but simply to outline our approach to monitoring the content that we offer.

1. Company will not transport content that it knows is illegal.
2. Company may decline or immediately terminate service that threatens the Network, its users or fails to adhere to stated policy.
3. Company will not deny common carrier transport service (such as long distance and wireless service) to a customer based on the type of content the customer is transmitting. In exercising this common carrier duty, Company is not required to investigate the nature of the customer's content and should not do so in the normal course of business.
4. Company has more discretion to determine who it will do business with when providing non-telecommunications products and services (such as Internet-based information services) and should exercise a heightened level of scrutiny in considering content that others might perceive as objectionable or divisive. Company will exercise increased scrutiny of content provided by Company through relationships with content providers.
5. Company prohibits the publishing or distribution of content that is deemed objectionable, including content that is illegal, contains harmful or malicious code, protected content, harmful or violent content, obscene content, or includes private or confidential information.
6. Company prohibits the use of its services in any way that might be deemed illegal or inappropriate, including but not limited to the generation or distribution of spam, malicious codes or viruses, or for the promotion of objectionable content.
7. Company reserves the right to terminate services for any and all users, producers, publishers or distributors failing to adhere to its stated policy. Furthermore, Company reserves the right to disseminate all information to appropriate legal, regulatory and governmental authorities if it is believed the content or distribution in question have the potential to be illegal or pose a threat to Company, its users or the general public.

Objectionable Content

Because of evolving societal and legal standards, it can be difficult to determine when content is objectionable. While not an exhaustive list, the following are some types of content that are likely to be troublesome and deserve closer scrutiny if associated with a proposed business relationship or content offering:

1. **Mature and Adult Entertainment.** This type of content can generate considerable controversy, even if legal, nonpornographic, and widely available in print format, including such things as frank relationship and sex advice, and suggestive or prurient images and stories.
2. **Violent Content, Games and Video.** The affect of violence on children is much debated, and controversy can be created if minors are allowed to access violent content without parental approval.
3. **Gambling and Sweepstakes.** Gambling is illegal in many states, and closely regulated in all states. Similarly, sweepstakes are subject to complex rules and are frequently scrutinized closely by consumer protection and law enforcement officials.
4. **Services Targeted to the Disadvantaged** When it first became widely available, 900 pay-per-call service was used to sell a variety of goods and services that allegedly were not provided or were misrepresented. (For example, for a \$40 charge on his telephone bill, a caller received an application for a debit card instead of the promised credit card.)
5. **Services Without Value to Customers.** Examples include psychic advice and other personal services that many consumers and law enforcement agencies believe are harmful or misleading.
6. **Harmful to Company, its users or the general public.** Examples include directions on how to make bomb, hack systems, etc.

Enforcement of this Policy:

To enforce this policy, Company will do the following:

1. Provide all potential content providers with a copy of our content policy.
2. Review the ratings of content provided by potential partners to ensure that all of their content meets our guidelines or that they have a way block specific content that does not conform.
3. Contractually require our providers to meet the guidelines of our content policy.
4. Investigate content reported by our users and remove the content if it does not comply with our guidelines.

Company does not individually review all content posted or distributed on its networks, but will review any and all questionable material brought to its attention. Company holds itself and its partners to a higher standard and will attempt to review content directly published from Company and advertised on its properties. As always, Company welcomes the assistance of our users in monitoring content.