

FPUAnet Communications Acceptable Use Policy for All Services

Important note

FPUAnet Communications (“FPUAnet”) may revise this Acceptable Use Policy (“AUP”) from time to time without notice by posting a new version of this document on the FPUAnet website at <http://www.fpuanet.com/policies.html>. All revised versions of the AUP are effective immediately upon posting. Accordingly, customers and users of FPUAnet’s Services should regularly visit our website and review this AUP to ensure that their activities conform to the most recent version. The continued use of FPUAnet’s Services following the posting of a revised version of this AUP constitutes acceptance of those revised terms. In the event of a conflict between a subscriber or customer agreement and the AUP, the terms of the AUP will govern.

Introduction

FPUAnet’s services are provided by the FPUAnet division of Fort Pierce Utilities Authority, Ft. Pierce, Florida. The terms, FPUA, FPUAnet, ispEZ, and GigaBand are service marks that may be used interchangeably in this AUP. This AUP is intended to enhance the use of all services (the “Service”) provided by FPUAnet by preventing unacceptable use, as provided below. All users of the Service, whether a subscriber or not, must comply with this AUP. By using the Service you signify your agreement to all of the terms set forth herein.

Generally, FPUAnet does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (newsgroups, chat rooms, message boards, etc.). However, FPUAnet and its agents reserve the right to monitor content and to remove any materials that, in their sole discretion, may be illegal, may subject it to liability, is harmful, objectionable, or which may violate this AUP. FPUAnet may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violation of this AUP may result in the suspension or termination of either access to the Service and/or your FPUAnet Internet account.

PROHIBITED USES AND ACTIVITIES

Prohibited uses include, but are not limited to, using the Service to:

- i. gain unauthorized access to any other person’s computer or computer systems, software, or data without their knowledge or consent; breach the security of another user; or attempt to circumvent the use 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 hosts, networks, or accounts;

- ii. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting, or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- iii. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, violent, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
- iv. use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- v. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- vi. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- vii. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any FPUAnet host, server, backbone network, node or service, or otherwise cause a performance degradation to any facility used to deliver the Service;
- viii. initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;
- ix. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;

- x. collect, or attempt to collect, personal information about third parties without their consent unless authorized by applicable law;
- xi. run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- xii. resell or share the Service or otherwise deviating from the Service parameters defined in the subscriber agreement or sales order;
- xiii. service, alter, modify, or tamper with the FPUAnet equipment or the Service. Rebooting, recycling power, disconnecting, or powering down FPUAnet equipment is specifically prohibited. Please note that an FPUAnet switch or other device in your premise or home is used to deliver the Service. If that device loses power, even momentarily, it may disrupt the Service for several customers, as well as your Service.

A Special Note Concerning Minors: Protecting children's privacy is especially important to FPUAnet. FPUAnet is committed to complying with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. FPUAnet recommends that children ask a parent for permission before sending personal information to FPUAnet, or to anyone else on the Internet. Accordingly, persons under the age of 13 are not authorized to provide FPUAnet with personally identifying information and we will not use any such information in our database collection activities. FPUAnet appreciates your cooperation with this federally-mandated requirement.

INAPPROPRIATE CONTENT AND TRANSMISSIONS

FPUAnet reserves the right, but not the obligation, to refuse to transmit or to post and to remove or to block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither FPUAnet nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, FPUAnet and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them. This AUP should be read in conjunction with any other applicable agreements and policies relative to the character of the provided Services.

SECURITY

There is a chance that a dedicated connection may be "always on," meaning, the risk of losing data to unauthorized users is greater than with intermittent service, such as dial-up connection. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family

member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Services by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared of that device. FPUAnet is not responsible for any loss or corruption that may occur to your device or data.

NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS

FPUAnet may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans, subscriber agreements, and sales orders. Unless otherwise stated in a written and signed quote, all FPUAnet quotes for Service are valid for 90 days, after which quotes automatically expire. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of FPUAnet) an overly large burden on the network.

You further agree to comply with all FPUAnet network, bandwidth, and data storage and usage limitations. You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, FPUAnet may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels. If FPUAnet determines that your account is exceeding your parameters, you will be notified by e-mail. If the excess use continues for more than 10 days, the Service may then be suspended, and, after 30 more days of non-compliance, terminated. If excessive bandwidth utilization is determined by FPUAnet to impair FPUAnet's ability to provide the Service for its other customers, FPUAnet may immediately reduce bandwidth available to you. In such event, you will be notified by e-mail as soon as practicable.

PROTECTION OF THE SERVICE

FPUAnet may take any limited action it deems appropriate, without notice, to reasonably protect the Service, its network, and its facilities. In the event FPUAnet Communication takes any action to protect the Service and its facilities which negatively impacts the Service, FPUAnet will provide you with immediate notice of such action and how any such negative impacts on the Service will be mitigated. If FPUAnet denies you access to Service pursuant to this AUP, you will have no right: (i) to access through FPUAnet any materials stored on the Internet, or (ii) to access third party services, merchandise or information on the Internet through FPUAnet. FPUAnet will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

ADDITIONAL TERMS OF ALL SERVICES

You expressly consent and authorize Fort Pierce Utilities Authority (“FPUA”), its authorized agents and assignees, for the purpose of servicing your account or to collect any amounts you may owe, to contact you by telephone, text message, e-mail or via the Internet at any telephone number, e-mail address or website associated with you or your account, whether obtained from you or from third parties, including by cell phone, which could result in cellphone charges to you. Methods of contact may include using prerecorded/artificial voice messages, use of an automatic dialing device, text messages, e-mails, and communications via Internet sites and/or social and business networking websites as applicable. You understand that consent is a condition of obtaining FPUAnet service. You acknowledge you have read this disclosure and agree that FPUA and its Authorized Agents may contact you as described above.

You acknowledge that you understand that if your bill is not paid by the due date, your account is subject to penalty charges and disconnection. It is further understood that any charges incurred for collection of delinquent account(s) will be added to the customer’s indebtedness. In such case, a Collection Agency Fee, currently 18%, will be added to the final bill.

VIOLATION OF ACCEPTABLE USE POLICY

FPUAnet does not routinely monitor the activity of the Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Service. Although FPUAnet has no obligation to monitor the Service and/or the network, FPUAnet and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this AUP; and/or to protect the network, the Service and users.

FPUAnet prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that FPUAnet or its suppliers, in their sole discretion, believe violate this AUP, FPUAnet or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither FPUAnet nor its affiliates, suppliers or agents will have any liability for any these responsive actions. These actions are not FPUAnet’s exclusive remedies and FPUAnet may take any other legal or technical action it deems appropriate.

FPUAnet reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on FPUAnet’s servers and network. During an investigation, FPUAnet may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize FPUAnet and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities to enforce this Policy. This cooperation may include FPUAnet providing available personally identifiable information about you to law enforcement or system administrators, including, but

not limited to, username, subscriber name, and other account information. FPUAnet will disclose personally identifiable information about you, without consent, when required by law, to comply with a valid legal process such as a subpoena, court order, or search warrant. FPUAnet may also use or disclose personally identifiable information about our customers without consent to protect customers, employees, or property, in emergency situations, to enforce our rights in court or elsewhere, or directly with customers, and for violations of the Service's terms and conditions and policies.

The failure of FPUAnet or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

INDEMNIFICATION

You agree to indemnify, defend and hold FPUAnet harmless from any claims resulting from your use of the Service, all items defined by the Service Order, and any related activities of you and your agents, such as mounting cameras or other devices on an FPUAnet or FPUA poles, whether authorized or not, that result in injury or other damage to you or another party. Use of any information obtained via the Service is at your own risk. FPUAnet is not responsible for the accuracy, quality or content of information obtained through the Service. This AUP should be read in conjunction with any other applicable agreements and policies relative to the character of the Service provided by FPUAnet. FPUAnet's policies and agreements can be viewed online at: <http://www.fpuanet.com/policies.html>.

REVISIONS TO THIS ACCEPTABLE USE POLICY

FPUAnet reserves the right to revise, amend or modify this AUP at any time and in any manner. Amendments of other FPUAnet policies will be made in accordance with the conditions stated in those policies.