

# **FPUAnet Communications Acceptable Use Policy for All Services**

## **1. INTRODUCTION**

FPUAnet Communications services are provided by the FPUAnet Communications division of Fort Pierce Utilities Authority ("FPUA"), Ft. Pierce, Florida, USA and the terms, FPUA, FPUAnet, ispEZ, and GigaBand are service marks that may be used interchangeably in this Agreement. This Acceptable Use Policy (AUP) governs the use of all services (Service) provided by FPUAnet Communications to "you," the customer, whether you subscribe to the Service or not, and your use of the Service constitutes your acceptance of all the terms set forth herein.

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

Generally, FPUA 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, FPUA and its agents reserve the right to monitor content and, at their sole and absolute discretion, to immediately remove from FPUA's servers, in whole or in part, any content that in FPUA's judgment does not comply with this AUP or is otherwise harmful, objectionable, inaccurate or determines to infringe on another's property rights. FPUA is not responsible for any failure or delay in removing such content.

In addition, FPUA may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your FPUA account. You agree to indemnify, defend and hold FPUA harmless from any claims resulting from your use of the Service that results in damage to you or another party. At our sole discretion, FPUA may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. FPUA 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 FPUA. FPUA's policies and agreements can be viewed online at: <http://www.fpuanet.com/policies.html>.

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## 2. VIOLATIONS

The following constitute violations of FPUA's AUP:

- (A) Using the Service to gain unauthorized access to any computer systems.
- (B) Using the Service to transmit any material (by e-mail, uploading, posting or otherwise) that, intentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- (C) Utilize the Service to traffic in illegal drugs, illegal gambling, obscene materials or other any products or services that are prohibited under any applicable law.
- (D) Using the Service to interfere with the use of FPUAnet Communications services by other parties or to disrupt any FPUA network.
- (E) Using the Service to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.
- (F) Using the Service to transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- (G) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- (H) Using the Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes" and "chain letters."
- (I) Adding, removing or modifying identifying network header information, or attempting to send e-mail or newsgroup articles or postings using a name or address of someone other than yourself, in an effort to deceive or mislead.
- (J) Engaging in activities that access or to attempt to access the accounts of others, or knowingly posting or transmitting any information or software that contains a virus, Trojan horse, worm or other harmful component; or to penetrate or attempt to penetrate security measures of FPUA's 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.
- (K) Using the Service to transmit any material (by e-mail, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software. The Service(s) of repeat offenders shall be suspended and/or

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terminated in compliance with the Digital Millennium Copyright Act of 1998. Notifications of claimed copyright infringement by users of this Service may be submitted using the Contact Us form provided on the worldwide web at: [www.fpuanet.com/contact.php](http://www.fpuanet.com/contact.php).

(L) Using the Service to illegally collect or attempt to illegally collect personal information about third parties without their knowledge or consent.

(M) Using the Service to harm minors in any way.

(N) Reselling the Service without FPUA's authorization.

(O) Obtaining or attempting to obtain the Service by any means or device with intent to avoid payment.

(P) Running programs or servers that provide network services to others through the Service which includes, but is not limited to, web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-user interactive forums, unless you subscribe to an FPUAnet Dedicated Service.

(Q) Reselling or sharing the Service with other departments or entities; using the Service to provide communication services to other departments, parties or government agencies; or otherwise deviating from the Service parameters defined in the Sales Order; except as specifically authorized in the Sales Order.

### **3. DEDICATED USAGE & SECURITY (Dedicated Service Only)**

Because a dedicated connection may be "always on," the risk of losing data to intruders ("hackers") is greater than with an intermittent service, such as a dial-up connection. No security device is foolproof and you are responsible for ensuring the security of your own computer and/or network. You agree that FPUA is not responsible for any loss or corruption of data that you may suffer/incur unless directly caused by FPUA .

You must comply with the bandwidth, data storage and other parameters of your Service. If FPUA 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 FPUA to adversely affect FPUA's ability to provide the Service for its other customers, FPUA may immediately reduce bandwidth available to you. In such event, you will be notified by e-mail as soon as practicable.

### **4. PROTECTION OF THE SERVICE**

FPUA may take any limited action it deems appropriate, without notice, to reasonably protect the Service and its facilities for provision of the Service. In the event FPUA

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takes any action to protect the Service and its facilities and such action negatively impacts the Service, FPUA will provide you with immediate notice of such action and how any such negative impacts on the Service will be mitigated by FPUA. If FPUA denies you access to the Service pursuant to this Section, you will have no right: (i) to access through FPUA any materials stored on the Internet, or (ii) to access third party services, merchandise or information on the Internet through FPUA, and FPUA 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.

#### **5. REVISIONS TO THIS AUP**

FPUA 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.

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