



Acceptable Use Policy

Our goal is for all of our Subscribers to have an enjoyable experience every time they access our Service. It is designed to help protect the Service, Subscribers, and the Internet community from irresponsible or illegal activities.

This Acceptable Use Policy (the "Policy") was created by Fibersphere Communications, Inc., ("Fibersphere") so you will understand when and under what circumstances we may suspend or terminate your use of the internet service (the "Service"). By using the Service, you consent to the acceptable use practices described in this Policy, as modified from time to time and will be posted on the web at: <http://www.fibersphere.net/customer/policies/aup.pdf>. All revised copies of the Policy are effective immediately upon posting. Accordingly, users of the Service should regularly visit the web site and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any Subscriber Agreement and this Policy, the terms of this Policy will govern.

1.0 Content Prohibitions

You may only use our Service for lawful purposes and in a manner that does not interfere with other users of the system. To assure this, the right is reserved, but not obligated, to suspend or terminate your access and/or your use of the Service at any time, if it is determined at our sole discretion that your conduct or behavior on the Service involves or causes:

1.1 Content Harmful or Offensive to Third-Parties

Do not upload, download, post, distribute, publish, or otherwise transmit (collectively, "Disclose") any message, data, information, image, text or other material (collectively, "Content") that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise harmful or offensive to third parties;

1.2 Unlawful Content

Do not Disclose any Content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;

1.3 Infringing Content

Do not Disclose any Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. Infringement may result from the unauthorized copying and posting or distributing; graphics, pictures, photographs, logos, software, articles, music, or videos. By posting any Content, you represent and warrant that you have the lawful right to distribute and reproduce such Content;

1.4 Adult Material

Material of an adult only, sexual or pornographic nature may NOT be published to, promoted, distributed, or sold from any Fibersphere hosted site at anytime. Additionally, your site may NOT carry any links to other sites containing such material, nor may it carry, or link to, any distribution list to be used for the sending of unsolicited electronic mail or other mass mailings;

1.5 Reserved Right of Refusal

Any use of our service which is in our opinion questionable, shall be examined by us and a determination made by a representative of Fibersphere as to its acceptability or otherwise. If you are unsure about the content you intend publishing, please check with us prior to posting;

1.6 Intellectual Property

Only original material or copyrighted works for which you have permission or a license to publish may be uploaded to a fibersphere.net hosted site. Images, logos, slogans, designs, and literary works obtained from other web sites may NOT be uploaded to a fibersphere.net hosted site without the express written permission of the original owner. Scripts and codes prepared by others have protection of copyright and may not be used on our services without the permission of the owner of such copyright;

1.7 Business Transaction

Business transactions, profit or non-profit commerce of any kind are not permissible on your website;

1.8 Unacceptable Bandwidth Usage

If your site generates extraordinarily high levels of traffic or bandwidth volume maybe subject to termination at the sole discretion of

Fibersphere management;

1.9 Other Functions

Scripts that invoke server-based actions beyond the delivery of stored material may only be installed or run with our permission. Typically this includes, but is not limited to, all CGI, Active Server Scripts and server based database handlers. We can supply a range of pre-approved scripts to handle many web-based activities. Scripts may be submitted to us for certification prior to installation. We may charge a fee for such services. Email scripts may be not intended for bulk e-mail transmission from a database uploaded to our servers;

1.10 Legally Acceptable Intended Country of Origin

All material uploaded to a Fibersphere hosted site must be legal for publication in the countries of your potential viewers;

1.11 Impersonation

Do not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

1.12 Interference

Do not do anything to interfere with other users of the Service;

1.13 Deceptive Content or Spam

When using e-mail, text messaging services, or multi-media messaging services do not Disclose any deceptive Content — such as letters relating to pyramid schemes, or communications offering or disseminating fraudulent goods, services, schemes or promotions-- or any form of unsolicited commercial email or “spam” (electronic messages sent to multiple email addresses where the recipient has not consented to receive such messages, except messages whose primary purpose is to facilitate, complete, confirm, provide or request information about a commercial transaction, an existing employment relationship, or an existing commercial relationship that the recipient has previously agreed to enter into with the sender).

1.14 Unapproved Promotions or Advertising of Goods or Services

Do not Disclose on the Sites any unsolicited promotions of goods or services, commercial solicitation or any advertising, promotional materials or any other solicitation of other users for goods or services;

1.15 Off Topic Content

Do not Disclose any Content that is off-topic according to the description of a group or list or send unsolicited mass emailings if such Content could reasonably be expected to provoke complaints from its recipients;

1.16 Content Harmful to Other Systems

Do not Disclose harmful Content, including without limitation, viruses, denial of service attacks, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines, that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data or personal information.

2.0 Network Usage

Violations of system or network security are prohibited, and may result in criminal and civil liability. Fibersphere may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

2.1 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 express authorization of the owner of the system or network;

2.2 Interception

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network;

2.3 Intentional Interference

Interfering with Other Users is Prohibited. No User shall interfere with any other person's use of the Services or the Internet by effecting or participating in any of the following activities via the Service: restricting or inhibiting any other User or any other person from using and enjoying Services and/or the Internet. Posting or transmitting any information or software that contains a virus worm, cancelbot or other harmful component; Without permission from the owner of a system or network, doing any of the following: accessing the system or network, monitoring data or traffic, probing, scanning, testing firewalls, testing the vulnerability of a system or network or breaching the security or authentication routines of a system or network; conducting or forwarding surveys, contests, pyramid schemes, charity requests or chain letters relaying e-mail in an anonymous fashion or forging any TCP-IP packet header, or mail bombing, flooding, overloading, denial of service attempts, attacking or otherwise interfering with a system or network;

2.4 Falsification of Origin

Forging any TCP-IP packet header, e-mail header or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers;

2.5 Avoiding System Restrictions

Using manual or electronic means to avoid any use limitations placed on the Service;

2.6 Wireless Broadcasting

Although wireless devices allow for mobility and accessibility within your dwelling area, it may inadvertently interfere with other users, or cause redistribution or theft of the Service to unauthorized users, therefore the use of any wireless network devices should be used with caution and users of such devices should adopt security practices that will lock unauthorized users from access and enable encryption features that are built into most wireless devices. It is recommended if you are unfamiliar with enabling wireless security features that you either consult the wireless device's manual or contact the technical support services provided by the manufacturer. Fibersphere is not responsible for;

2.7 Instant Messaging

Inappropriate use or misuse of instant messaging applications on the Network. Examples include: Sending instant messages that contain threatening, abusive, illegal or libelous material;

2.8 Bandwidth and Other limitations

Use of Service in a manner that exceeds the current bandwidth, or other limitations on the Service or puts an excessive burden on the limitations of the network. Examples include: Using the Service to run a Web-hosting server or any other commercial enterprise.



3.0 Our Responsibility

We take no responsibility and assume no liability for any Content uploaded, transmitted, or downloaded by you or any third-party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As the provider of the Service, we are not liable for any statements, representations, or Content provided others. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where the Service is used to disseminate statements which are offensive or harmful.

4.0 No Liability for E911 Service

Fibersphere, its parent company, subsidiaries, affiliated entities, directors, employees, agents, vendors, subcontractors, network owners or Home Owners Associations shall not have any liability and is not responsible on whatever basis, contractual or otherwise, for any direct or indirect damages you may incur arising from third-party Voice-over-IP (VoIP) services, nor is liable for the reliance of E911 compliance. You are advised that voice services and any E911 service provided by other third party service companies may not function with the loss of electrical power, including, but not limited to the loss of power to VoIP equipment or other equipment necessary to route E911 calls to the appropriate emergency call center and will not function if the broadband connection is not operational and may be affected by other factors or force majeure events, such as the quality of the broadband connection and network congestion.

5.0 Enforcement of this Policy

We reserve the right, but do not assume the obligation, to strictly enforce this Policy by, without limitation, issuing warnings, suspending or terminating Service, refusing to transmit, or actively investigating violations and prosecuting them in any court or appropriate venue. We may block access to certain services or certain sites if, in our sole discretion, we are experiencing fraud problems, viruses, denial-of-service attacks intentional or otherwise, or other misuse of our network.

We may access, use and Disclose transaction information about your use of our Service and any Content transmitted by you through the Service, to the extent permitted by law, in order to comply with the law (e.g., a lawful subpoena); to enforce or apply our Subscriber agreements; to initiate, render, bill, and collect for our Services; to protect our rights or property, or to protect users of our Services from fraudulent, abusive, or unlawful use of, or subscription to, our Service. **INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY OR ANY RELATED POLICY, GUIDELINE OR AGREEMENT, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY YOU.**

6.0 Your Responsibility

You are solely liable for any transmissions you initiate through our Service or any Content you Disclose. You agree to indemnify and hold us harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made or incurred by any third-party

arising out of or relating to your violation of this Policy. If Subscriber rents, sublets, allows occupation of the residence by a third party of any kind, the Subscriber's and such third party's usage of the Service shall be subject to all liabilities and responsibilities under the terms of this Agreement.

6.1 Pricing, Fees, Changes to Service and Payments

You may decide to optionally subscribe to additional Fibersphere services that are not included with the portion of dues owed to your Homeowners Association for the standard bulk internet service; all fees associated offer by Fibersphere apart from the Homeowners Association's standard bulk services will be sold and invoiced separately and are subject to the pricing, terms and conditions independent of the HOA service.

7.0 Updating this Policy

We will revise and update this Policy if our practices change, as technology changes, or as we add new services or change existing ones. If we make any material changes to this Policy, we will post an update at: <http://www.fibersphere.net/customer/policies/aup.pdf> and change the date of the Policy.

8.0 Contacting Us

If you have any questions, comments or concerns about this Policy, please feel free to contact us at: techhelp@fibersphere.com.

