

FLORIDA MULTIMEDIA HIGH SPEED INTERNET REASONABLE AND ACCEPTABLE USE POLICY AGREEMENT

This is a legal agreement between Florida Multi Media Services, Inc. (FMM) and you (Customer, User, and Subscriber). This agreement provides an understanding of reasonable and acceptable use of FMM's Internet service. FMM may revise this Acceptable Use Policy ("AUP") from time to time without notice by providing a new version of the AUP online at <http://www.flmultimedia.net> or <http://www.flmultimedia.com>. All revised copies of the AUP are effective immediately upon posting. To access policies, FMM may require authentication, which may include username and password registered. **Use of FMM network constitutes acceptance of this agreement.**

Accordingly, users of the FMM High-Speed Internet Service should regularly visit our 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 customer agreement and this AUP, the terms of this AUP will govern. Any questions or comments regarding this AUP should be directed to <http://www.flmultimedia.net/AUP> or <http://www.flmultimedia.com/AUP>.

AUP is intended to help protect our service, customers, and the Internet community from irresponsible or illegal activities. As a user or customer, it is your responsibility to secure computer equipment so that it is not subject to external threats such as viruses, spam and other methods of intrusion. It is expected that common sense, common courtesy, and good judgment will guide all of our Internet users activities.

If you do not agree to comply with all of these policies included in the AUP, you must immediately stop use of the Florida Multi-Media's High Speed Internet Service.

Prohibited Uses and Activities

Prohibited uses include, but are not limited to, using Florida Multi-Media High Speed Internet Service to:

- (a) 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;
- (b) 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. Other information regarding copyright is located under the copyright infringement;
- (c) 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;
- (d) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the High-Speed Internet Service or any Florida Multi-Media (or Florida Multi-Media supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Florida Multi-Media (or Florida Multi-Media supplier) facilities used to deliver the High-Speed Internet Service;
- (e) interfere with computer networking or telecommunications service 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, Wi-Fi Networking and attempts to "crash" a host;
- (f) 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;
- (g) resell the High-Speed Internet Service or otherwise make available to anyone outside the Premises the ability to use the High-Speed Internet Service (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The High-Speed Internet Service is for personal and non-commercial use only and you agree not to use the High-Speed Internet Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Florida Multi-Media local area network or wide area network;
- (h) connect multiple computers behind a switch, router, or wireless to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this AUP;

- (i) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- (j) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;
- (k) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or 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 hosts, networks, or accounts;
- (l) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools is only permitted when used in conjunction with a home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- (m) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- (n) 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;
- (o) 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, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful; and
- (p) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

Copyright Infringement

Florida Multi-Media is committed to complying with U.S. copyright and related laws, and requires users of the High-Speed Internet Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the High-Speed Internet Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Florida Multi-Media's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the High-Speed Internet Service provided to any user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Florida Multi-Media believes in its sole discretion is infringing these rights. Florida Multi-Media may terminate the High-Speed Internet Service at any time with or without notice for any affected user.

Upon Florida Multi-Media's receipt of a satisfactory notice of claimed infringement for these works, Florida Multi-Media will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the users services or (ii) disable access to the work(s) (by means of suspension of High-Speed Internet Service). If your Internet Service has been suspended or quarantined due to infringement notification, Florida Multi-Media will charge end-user to reestablish High-Speed Internet Service. Upon removal of copyrighted material, paying reconnect fees and filing a signed agreement with Florida Multi-Media, Internet Service will be reconnected. Florida Multi-Media will charge a reconnect fee of \$35.00 for each repeated infringement or terminate High Speed Internet Service to end user.

If the affected user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Florida Multi-Media. Upon Florida Multi-Media's receipt of a counter notification that satisfies the requirements of DMCA, Florida Multi-Media will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act. In all events, you expressly agree that Florida Multi-Media will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act.

Send Infringement Information to:
Florida Multi-Media Service

Subject: DMCA – Copyright Infringement
Fax: (813) 691-3001
E-Mail: abuse@flmultimedia.com

Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Florida Multi-Media, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

Florida Multi-Media reserves the right to investigate suspected violations of copyright infringement, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Florida Multi-Media's servers and network. During an investigation, Florida Multi-Media may suspend High-Speed Internet Service and/or remove or block material that potentially violates Copyright Infringement. You expressly authorize Florida Multi-Media 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 in order to enforce this Infringement. This cooperation may include Florida Multi-Media 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.

Security

You are responsible for any misuse of the High-Speed Internet Service, even if a friend, family member, or guest committed the misuse with access to your High-Speed Internet Service. Therefore, you must take steps to ensure that others do not use your High-Speed Internet Access that may fall under any AUP. In all cases, you are solely responsible for the security of any device you choose to connect to the High-Speed Internet Service, including any data stored or shared on that device. Florida Multi-Media recommends against enabling file or printer sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by Florida Multi-Media and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

Inappropriate Content and Transmissions

Florida Multi-Media reserves the right, but not the obligation, to refuse to transmit or post and to remove or 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 Florida Multi-Media nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions made on the High-Speed Internet Service. However, Florida Multi-Media 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 in accordance with this AUP or other policies.

Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this AUP or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the High-Speed Internet Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, an altering, or removing electronic mail header is prohibited. You may not reference Florida Multi-Media or the Florida Multi-Media network (e.g. by including "Organization: Florida Multi-Media" in the header or by listing an IP address that belongs to Florida Multi-Media or the Florida Multi-Media network) in any unsolicited e-mail even if that e-mail is not sent through the Florida Multi-Media network or High-Speed Internet Service.

Instant Messages

Users alone are responsible for the contents of their instant messages and the consequences of any instant messages. Florida Multi-Media assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current bandwidth and other limitations on the High-Speed Internet Service established by Florida Multi-Media and its suppliers. In addition, you may only access and use the High-Speed Internet Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the High-Speed Internet Service with a static IP address or using any protocol other than DHCP.

In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Florida Multi-Media's ability to deliver the High-Speed Internet Service and monitor the High-Speed Internet Service, backbone, network nodes, and/or other network services.

Excessive upload or download of bandwidth by one resident may interfere with other residents' access and use. In general, reasonable use will be considered one gigabit per day or less of data transmitted up or down, and ten gigabits

per month or less of data transmitted up or down. It is asked that no more than 5 open connections be made at one time from one computer or appliance. The service is intended for periodic, active use of E-Mail, newsgroups, file transfers, Internet chat, games and browsing the World Wide Web. It is not intended for long illegal download connections of massive copyrighted files. If computer is used to access music ports it is requested no more than one uplink stream be opened to allow music uploads anytime while your computer is accessible to outside file searches.

As with any network, actual download and upload speed will vary and no one guarantees that service will be uninterrupted or error free. Some of the factors that effect data transfer speed and reliability are:

- Overall Network Traffic
- Your Computers Performance and Capability
- Location and Confirmation of Accessed Server
- Performance Characteristics of Each Component of the Data Network
- Compliance of Resident/Users with Reasonable Use Guidelines
- Regular Use of Anti-Virus Software
- Unfriendly Network Activity
- Destination host/ server capabilities and bandwidth

This service may not be used for any illegal activity, for commercial activity, or for unauthorized access to other users data.

When your computer is not in use it should be shut down or placed in a sleep mode that will not allow outside access to files in that computer. This will help prevent intrusion of viruses and restrict unauthorized use of bandwidth

Anti-virus software should be used once a week to prevent accumulation of disruptive viruses, which may slow or otherwise disrupt your computer and shut down the network.

Florida Multi-Media does not routinely monitor the activity of High-Speed Internet Service 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 our High Speed Internet Service. Although Florida Multi-Media has no obligation to monitor the High Speed Internet Service and/or the network, Florida Multi-Media and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the High Speed Internet Service; to identify violations of this AUP; and/or to protect the network, the High Speed Internet Service and Florida Multi-Media users.

If the High Speed Internet Service is used in a way that Florida Multi-Media or its suppliers, in their sole discretion, believe violate this AUP, Florida Multi-Media 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, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the High Speed Internet Service. Neither Florida Multi-Media nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not Florida Multi-Media's exclusive remedies and Florida Multi-Media may take any other legal or technical action it deems appropriate.

Florida Multi-Media 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 Florida Multi-Media's servers and network. During an investigation, Florida Multi-Media may suspend the High Speed Internet Service involved and/or remove or block material that potentially violates this AUP. You expressly authorize Florida Multi-Media 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 in order to enforce this AUP. This cooperation may include Florida Multi-Media 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. Upon termination, Florida Multi-Media is authorized to delete e-mail messages associated with your account.

You agree to indemnify, defend and hold harmless Florida Multi-Media and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted Florida Multi-Media policy related to the High Speed Internet Service. Your indemnification will survive any termination of High Speed Internet Service.

Note: Florida Multi-Media Services reserves the right to immediately terminate the High Speed Internet Service if you engage in any of the prohibited activities listed in this AUP or if you use the FMM Equipment or Service in a way which is contrary to any FMM policies or any of FMM's suppliers' policies. You must strictly adhere to any policy set forth by another service provider accessed through the Florida Multi-Media's High-Speed Internet Service.

To access the High-Speed Internet Service your computer will need a 10/100 BaseT Ethernet Network Interface Card or Wireless Card, depending on location of Internet Service. Installation assistance is available on our Network Guide, which is a separate pamphlet, which explains requirements needed for users computer system. Call customer service if you need this information.

Internet assistance or training is available on an hourly fee basis. Names and contact information of people offering these services is available on our web page. Any arrangements for such assistance are between you and the provider. FMM does not qualify or vouch for the qualifications of these individuals.

If you believe you have a problem with your service you may call:

CUSTOMER CARE CONTACT INFORMATION:

TAMPA (813) 691-3333

TALLAHASSEE (850) 518-3333

ORLANDO (407) 359-3030

FAX (813) 691-3001

E-MAIL customercare@flmultimedia.com