

## OVERVIEW

THIS POLICY IS HELPFUL IF YOU PLAN TO PROVIDE INTERNET SERVICES TO YOUR RESIDENTS, WHETHER YOU CHARGE THEM OR PROVIDE IT FOR FREE. WHILE PROVIDING INTERNET ACCESS MAY SEEM HARMLESS AND SIMPLE, THE LANDLORD INCURS LEGAL LIABILITY BY DOING SO AND THAT LIABILITY MUST BE PROTECTED. FOR EXAMPLE, IF A RESIDENT SURFS KIDDIE PORN OR CONDUCTS ONLINE IDENTITY THEFT OR FRAUD, COURTS HAVE FOUND THAT THE INTERNET PROVIDER (YOU) HAS A DUTY TO MONITOR THE USE OF YOUR NETWORK, TO RESPOND TO COMPLAINTS, AND PREVENT ILLEGAL ACTIVITIES.

**AS SUCH, THIS AGREEMENT OR ONE LIKE IT IS STRONGLY RECOMMENDED.**

PLEASE FEEL FREE TO ALTER THE AGREEMENT TO FIT YOUR SPECIFIC NEEDS.

## INTERNET ACCESS AGREEMENT

Before you begin to access the Internet through services and equipment provided by \_\_\_\_\_ ("Landlord"), you ("you", "your", "yourself", and/or "subscriber") must review the following terms and conditions of the Landlord Internet Access Service (the "Access Service"). These terms and conditions explain Landlord's obligations to you, and explain your obligations to Landlord when you use the Access Service and will constitute a binding contract between you and Landlord. Landlord is providing you with the Access Service in consideration of your agreement to abide by these terms and conditions.

### I. Terms of Internet Access Agreement

1. To make your use of the Access Service as enjoyable as possible, Landlord has developed Landlord's Online Policies, which appear at the end of this Agreement and will continue to be refined and revised over time. You agree to abide by Landlord's Online Policies and agree that those policies are incorporated into this Agreement by reference. Please take the time to familiarize yourself with those policies.
2. Current account charges, including billing methods, rates, and surcharges for using the Access Service, may be found in Landlord's Online Policies.
3. You agree that Landlord may: (a) revise the terms and conditions of this Agreement (including Landlord's Online Policies); (b) revise its billing rates and account surcharges; (c) configure network devices to restrict, deny or otherwise limit access to particular ports or internet protocol and (d) modify the services provided under this Agreement, at any time. Any such revisions and modifications shall be binding and effective immediately upon posting the revised Agreement or other changed service offering on Landlord's corporate website, the Landlord home page, or on notification to you by e-mail or United States mail.
4. You agree to review the Agreement (including Landlord's Online Policies) periodically to be aware of any such revisions. If any revision to this Agreement is unacceptable to you, you may terminate this Agreement at any time by providing Landlord with written notice by United States mail, or by contacting Landlord customer service via phone or email. Notice of your termination will be effective on receipt by Landlord.
5. You agree that, by continuing to use the Access Service following notice of any revision to the Agreement (including Landlord's Online Policies), you accept any such revisions and agree to abide by any such revisions.
6. Landlord reserves the right to distribute informative e-mails to its subscribers on an ad hoc basis that it feels is pertinent to the quality of its service. These announcements may include information about revisions to this Agreement (including Landlord's Online Policies) and/or modifications to the services provided under this Agreement or other information about Landlord's services.

### II. Registration Information

1. You agree to provide Landlord with accurate, complete registration information, to promptly notify Landlord of any changes in such information, and to verify such information as Landlord may request to enable access. If you do not provide Landlord with accurate registration information, you are not authorized to use the Access Service and your account may be terminated immediately.
2. YOU AGREE THAT BY USING THE ACCESS SERVICE YOU REPRESENT THAT YOU ARE AT LEAST EIGHTEEN YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

### **III. Internet Access Service**

- 1.** Landlord Internet Access Service will provide you with: (a) unlimited connectivity to the Internet through Landlord Internet Access Service; (b) free customer technical phone support; (c) fully licensed Internet access software, and; (d) ISDN or Wireless Internet access, at Landlord's discretion. "Unlimited connectivity" is defined as "flat-rate (i.e. non-metered) access to the Internet via Landlord."
- 2.** The Internet is an international computer network. The Internet is not owned, operated, or managed by, or in any way affiliated with Landlord or any of Landlord's affiliates. Landlord cannot and does not guarantee that the Access Service will provide Internet access that is sufficient to meet your needs. You agree that your use of the Access Service and the Internet is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.
- 3.** You agree that Landlord retains the right, but not the obligation, to restrict or terminate your Access Service at any time, if Landlord, in its sole discretion, determines that you are in violation of this Agreement and/or Landlord's Online Policies. You agree that, if Landlord determines that you are in violation of this Agreement, any restriction or termination of your Access Service will be effective immediately, without prior notice. You agree that Landlord will have no liability to you for any restriction or termination of your Access Service pursuant to such violation.
- 4.** YOU AGREE THAT IF Landlord TERMINATES YOUR ACCESS ACCOUNT AS A RESULT OF YOUR VIOLATION OF THIS AGREEMENT OR Landlord'S ONLINE POLICIES, YOU FORFEIT ANY RIGHT TO A REFUND OF ANY PREPAID ACCOUNT CHARGES, SUCH FORFEITURE BEING AGREED TO BY YOU AND Landlord AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. You further agree that Landlord is under no obligation to forward any email for an account canceled due to a violation. Landlord reserves the right to refuse the application or reapplication of anyone whose account has been canceled for a violation, or anyone whom Landlord suspects is acting on behalf of someone whose account has been canceled for a violation. Landlord reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation.
- 5.** Landlord reserves the right to disconnect and/or temporarily suspend an account from Landlord's service without warning if in Landlord's sole discretion there is a reasonable suspicion that such disconnection or suspension would prevent or interrupt a violation of this Agreement or Landlord's Online Policies.
- 6.** Subject to the provision of the Digital Millennium Copyright Act and any other applicable laws and regulations, Landlord reserves the right to remove or block access to, either permanently or temporarily, any files which Landlord suspects or which a third party alleges are associated with a violation of the law, this Agreement or Landlord's Online Policies or with the account responsible for such violation.
- 7.** Landlord reserves the right to refuse "smarthosting" connectivity and other similar services and procedures to any user who owns or operates an open mail relay.
- 8.** Landlord reserves the right to remove, either permanently or temporarily, any e-mail that has been left on Landlord servers for a period of 45 days or more.
- 9.** If the connection to Landlord's Access Service has no activity from the user for a period of 20 minutes, then Landlord may disconnect services and end the session.
- 10.** If you access the Internet through a telephone-based modem, you are responsible for verifying that the phone number your computer is dialing in order to access the Internet through Landlord is a local access number. Any telephone charges associated with your access to the Internet through Landlord are solely your

responsibility. Landlord DOES NOT REIMBURSE OR PAY AND SHALL NOT BE RESPONSIBLE FOR ANY OF YOUR TELEPHONE CHARGES FOR ANY REASON.

**11.** You are responsible for obtaining and maintaining any communications equipment necessary to connect to Landlord, including modems, computer hardware and software, and long distance or local telephone service. You are responsible for ensuring that such equipment or service is compatible with Landlord's requirements. In addition, you are responsible for maintaining the security of your account, password, files, network and user access, and any information you disseminate through Landlord services or other Internet services, and for all use of your account with or without your knowledge or consent, including, without limitation, any use of your account by minors.

**12.** By using the Access Service you agree that neither Landlord nor its affiliates shall be held responsible or liable, directly or indirectly, for any loss, liability or damage of any nature caused, or alleged to have been caused, by your use of, or reliance on, any content, goods, or services available on or through the Access Service.

**13. Theft of Service.** You acknowledge that the right to the use of, and any benefits that may be derived from, the Access Service is personal to you and is being provided by Landlord as partial consideration of your **Residential Lease Agreement for the property in which you reside**. You agree not to connect the Access Service or allow the Access Service to be connected by others to any other computers, located either on or outside your premises, than are reflected on your Access Service account with Landlord. The Access Service may not be used to facilitate or operate as an Internet Service Provider, "Wi-Fi" network or "hot-spot", and you further agree not to distribute, resell, share or otherwise allow others to utilize the Access Service, either free of charge or for consideration. You acknowledge that any unauthorized receipt of the Access Service constitutes theft of service, which is a violation of Federal law and can result in both civil and criminal penalties. Landlord will prosecute violations to the fullest extent of the law.

#### **IV. Content of Communications**

**1.** The Access Service provides you access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on Landlord's computer servers and on the Internet ("Content"). As a matter of policy, Landlord does not pre-screen Content placed on Landlord computer servers by any of its subscribers. Moreover, Landlord does not have the practical ability to monitor, review, or restrict access to Content on Landlord servers prior to its transmission or to monitor all communications between parties. The Internet also provides access to individuals and organizations who are not Landlord subscribers. Landlord does not have the capability to monitor, review, or restrict any Content made available by third parties on the Internet, to edit or remove any Content that is not on Landlord's own servers, nor to monitor all communications between parties. You agree that you shall be responsible for and bear all risk associated with the accuracy, completeness, reliability or usefulness of any Content available to you on or through the Access Service and for all your communication on the Access Service.

**2.** You agree that notwithstanding anything herein to the contrary, Landlord has the right, but not the obligation, to remove Content from Landlord computer servers which Landlord, in its sole discretion, determines to be in violation of this Agreement or Landlord's Online Policies.

**3.** You acknowledge that you may receive or be exposed to Content, goods or services which you consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. You agree that Landlord will not be liable for any action or inaction with respect to any such Content posted on or through the Access Service and the Internet.

## **V. Copyright and Other Rights**

1. The Access Service provides access to Content that is protected by copyrights, trademarks, and other intellectual property rights ("Rights") of various third parties.
2. You agree that your use of Content shall be governed by all applicable laws and regulations, and by the specific restrictions placed on such Content by the owners or licensors of the Rights in such Content.
3. You agree not to upload, download, display, perform, transmit or otherwise distribute on or through the Access Service any material (including, without limitation, any Content to which you have access through the Access Service) that is subject to another party's Rights, without that party's express permission or unless otherwise authorized by law. You acknowledge and agree that any such unauthorized conduct: (a) may result in termination of this Agreement, and; (b) may expose you to civil or criminal liability. WITHOUT LIMITING THE FOREGOING IN ANY WAY, YOU ACKNOWLEDGE AND ACCEPT THAT Landlord SHALL HAVE THE RIGHT, IN APPROPRIATE CIRCUMSTANCES, TO RESTRICT AND/OR TERMINATE YOUR ACCESS SERVICE IF YOU REPEATEDLY ENGAGE IN COPYRIGHT OR TRADEMARK INFRINGEMENT OR OTHER VIOLATIONS OF THE RIGHTS OF THIRD PARTIES.
4. You agree that by posting or transmitting or otherwise distributing material to any public area (such as public chat rooms, message boards, newsgroups, webspace or software libraries), you are requesting and authorizing Landlord to make that material available to other Internet users and that such access will result in copies of such material being transmitted to others. To the extent that such material is subject to any Rights of yours or a third party, you automatically (a) grant, and/or represent that owner of any such material has expressly authorized you to grant, Landlord a royalty-free, perpetual, irrevocable, non-exclusive, world-wide, right and license to reproduce, publish, distribute, perform and display such material (in whole or in part), or (b) represent that the publication, distribution, performance and display of such material (in whole or in part) by Landlord, is otherwise authorized by law.
5. With respect to any material stored on a Landlord system at your direction, you acknowledge and agree that in the event that Landlord receives appropriate notice that such material infringes the Rights of a third party, has actual knowledge of such infringement, or is aware of facts or circumstances from which infringement is apparent, Landlord shall have the right immediately to remove or block access to such material. Under such circumstances, however, you shall have the right to notify Landlord that such material has been removed or access denied as a result of a mistake or misidentification of the material. Landlord's policy with respect to such notices is explained in more detail in Landlord's Online Policies. You also acknowledge and agree that, under appropriate circumstances, Landlord shall have the right to remove or block your access to allegedly infringing Content provided by third parties.

## **VI. Rights in Landlord Access Service Software and Other Materials**

1. Your use of the Access Service gives you limited rights to use the software through which you access Landlord Internet Access Service and the Internet (the "Access Service Software"). Landlord grants you a non-exclusive, non-transferable, revocable, limited license or sublicense to use the Access Service Software solely for the purpose of connecting to the Access Service in accordance with this Agreement. Upon the termination of this Agreement for any reason, your license or sublicense to use such Access Service Software shall automatically terminate.
2. You acknowledge that Landlord and its licensors have Rights in the Access Service, including, without limitation, the Access Service Software and related documentation, certain Content provided by Landlord or its licensors, the "look and feel" of the Access Service, Access Service names, subscriber interfaces, and other features.

3. You agree not to copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble any Content or any aspect of the Access Service that is owned by or in which Landlord or its licensors have Rights, including, without limitation, the Access Service Software.

4. You agree that you will utilize such web space as may be allocated to you. Landlord may charge you its prevailing rate for any additional web space or services that Landlord provides to you. Landlord reserves the right to monitor your web space usage and enforce web space use restrictions, which may include, but may not be limited to, the deletion of files and other materials that utilize web space exceeding your web space allocation.

5. You also acknowledge that Landlord reserves the right to suspend, terminate or delete your email accounts—if any are provided—or the content in it if there is no sign in/sign out activity (that is, your account is "inactive") for an extended period of time as determined by Landlord at its sole discretion.

## **VII. No Warranty**

1. YOU AGREE THAT YOUR USE OF THE ACCESS SERVICE, THE ACCESS SERVICE SOFTWARE, AND THE INTERNET IS SOLELY AT YOUR OWN RISK. YOU AGREE THAT THE ACCESS SERVICE AND THE ACCESS SERVICE SOFTWARE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION.

2. EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE EXPRESSLY PROHIBITED BY LAW, Landlord DISCLAIMS ANY AND ALL LOSS, DAMAGE OR LIABILITY ARISING OUT OF OR RELATING TO YOUR USE OF THE ACCESS SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS, DAMAGE OR LIABILITY RELATING TO: (A) LOSS OR CORRUPTION OF DATA; (B) LOSS OF OR DAMAGE TO SOFTWARE OR HARDWARE; (C) ACCESS DELAYS OR ACCESS INTERRUPTIONS; (D) COMPUTER VIRUSES; (E) NON-DELIVERY OR MIS-DELIVERY OF DATA; (F) THE NEGLIGENT ACTS AND/OR OMISSIONS OF Landlord OR Landlord SUBSCRIBERS; (G) ANY DEFECTS, FAILURES, ERRORS, OMISSIONS, OR MISSTATEMENTS IN ANY AND ALL INFORMATION, GOODS, OR SERVICES OBTAINED ON OR THROUGH THE ACCESS SERVICE, (H) ANY FAILURE OF ACCESS SERVICE SOFTWARE TO BE YEAR 2000 COMPLIANT; AND; (I) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND Landlord'S CONTROL.

3. You agree that Landlord's entire liability, and your exclusive remedy, with respect to your use of the Access Service, your use of the Access Service Software, and any breach of this Agreement is solely limited to the amount you paid to use the Access Service. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, Landlord's liability is limited to the extent permitted by law.

4. You may not rely on oral or written information or advice given by Landlord's officers, directors, employees, agents, authorized representatives, subcontractors or affiliates and/or their officers, directors, employees, agents, authorized representatives, or subcontractors or affiliates to create a warranty or increase the scope of warranty already established in these terms and conditions. Your rights and Landlord's responsibilities are limited to the warranties that are expressed in these written terms and conditions that have been established by Landlord to govern the use of the Access Service.

## **VIII. Indemnification**

1. You agree to defend, release, indemnify, and hold Landlord, its affiliated companies and licensors, and its and their respective officers, directors, employees, agents, authorized representatives, and subcontractors

harmless from all liabilities, claims and expenses, including without limitation reasonable attorneys fees, arising from breach of the Agreement by use of, or in connection with the posting or transmission of any Content or other material by or through your account on the Access Service.

2. You agree that Landlord has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you pursuant to Paragraph 1 of this section. In such event, you shall have no further obligations pursuant to Paragraph 1 of this section.

## **IX. Termination**

1. You agree that, notwithstanding anything herein to the contrary, you or Landlord may terminate this Agreement for any reason at any time. To disconnect and discontinue billing you must call Landlord at the Landlord Customer Service number.

2. You agree that your only right with respect to any dissatisfaction with (a) any agreement term, policy, or practice of Landlord in operating the Access Service, (b) any Content available on or through the Access Service or change therein, or (c) amount or type of fees or billing methods, or change therein, is to terminate this Agreement as set forth in Paragraph 1 of this section.

3. You agree that Landlord has the right, but not the obligation, to delete all program, data, or other files on Landlord computer servers that are associated with your account at the time of termination.

4. Only the person whose name is on the account shall have the right to change the user id(s) and/or password(s) for the account, and/or cancel an existing account. Some restrictions may apply to your selection of user id.

5. The following fees and charges are non-refundable: Web and Publishing/Development Fees, Domain registration fees, Static IP charges, Sub Class C charges and Class C charges, and any shipping and handling charges.

6. If a prepaid dial-up account is terminated for any reason prior to the expiration of the prepaid term, Landlord will not have any obligation to refund prepaid amounts. Notwithstanding, Landlord will refund amounts for the unexpired term to extent such amounts exceed \$50.00, which Landlord shall retain as a termination fee.

7. You understand and agree that Landlord has the right to suspend your dial-up service if you are delinquent in payment of any other Landlord service. If you are a pre-paid dial-up service subscriber, Landlord reserves the right to apply any pre-payments on your dial-up account to other delinquent services on your Landlord account.

## **X. Miscellaneous**

1. You agree that this Agreement and Landlord's Online Policies (which are incorporated by reference) comprise the entire understanding between Landlord and you, and supersede any prior agreements or correspondence between you and Landlord and/or any postings or other notices from Landlord with respect to the subject matter of this Agreement.

2. You agree that, if any portion of this Agreement (including Landlord's Online Policies) is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining portions will remain in full force and effect.

3. The Agreement will be governed by the laws of the State of Virginia, excluding its conflicts of law rules. You and Landlord each submit to the exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts of the State of Virginia and the federal courts located in the State of Virginia.

**XI. Acceptance By User**

1. I accept the terms of this Internet Access Agreement and agree to be bound by its terms.

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Please provide the MAC Address for each computer that will access the Internet. The MAC Address can most commonly be found on the bottom of each computer, device, or network card. Only computers that have previously provided their MAC Addresses to Landlord will be enabled for Internet Access:

Computer #1 \_\_\_\_\_

Computer #2 \_\_\_\_\_

Computer #3 \_\_\_\_\_

Computer #4 \_\_\_\_\_

## LANDLORD'S ONLINE POLICIES

Landlord's dedication to customer service means that Landlord strives to maintain an Internet Access Service ("Access Service") that provides Landlord customers with an enjoyable Internet experience, and an experience that is free from interference by persons who use the Access Service in an improper or unlawful manner. Landlord's Online Policies address frequently asked questions regarding proper online conduct. These policies include information on: Landlord Account Charges; the content of the material that you may find on or through the Access Service; goods and services available online through the Access Service; and procedures for reporting complaints regarding a person's online conduct.

Landlord's Online Policies, including the following list of Prohibited/Abusive Activities, are part of your subscriber agreement. Please note that if you engage in any such activities, Landlord may suspend or terminate your account.

As explained in your subscriber agreement, your use of Landlord Internet Access Service must be governed by all applicable laws and regulations, including all applicable local, state, national, and international laws and regulations. In addition to other applicable laws, this includes all laws relating to copyright, trademark, trade secrets, obscenity, defamation, rights of privacy and publicity, false advertising, and fraud.

In addition to such laws and regulations, when using the Access Service you must use your best efforts to avoid interfering with any other person's use and enjoyment of the Access Service. You must also ensure that your use of the Access Service is governed by generally accepted rules of proper Internet conduct.

Please use your best judgment, be respectful of other subscribers, and take the time to review the activities listed below. These activities are not proper Internet conduct and are prohibited activities on the Access Service. Following these rules will ensure that everyone has an enjoyable Access Service experience.

### 1. Prohibited / Abusive Activities

For purposes of the Prohibited/Abusive Activities, the term "content" means information or material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic, pictorial audio, or audio-visual form.

When using the Access Service:

- (a) Defamation. You agree not to post or transmit any content in violation of any applicable law of libel or defamation in the United States or elsewhere.
- (b) Fraud. You agree not to post or transmit any fraudulent content on or through the Access Service. This includes any content that you know or have reason to know is false, and that you intend for others to rely on.
- (c) False Advertising. You agree not to post or transmit on or through the Access Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
- (d) Unsolicited Advertising. You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas (e.g., classified advertisement areas) that are designated for such a purpose. You further agree not to involve or associate Landlord in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising a Landlord-hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to a Landlord email address.

- (e) Copyright Violations. You agree not to post or transmit on or through the Access Service any content that infringes another person's or entity's copyright in all or any part of the content.
- (f) Trademark, Service Mark, and Trade Dress Violations. You agree not to post or transmit on or through the Access Service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin.
- (g) Trade Secret Violations. You agree not to post or transmit on or through the Access Service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity.
- (h) Obscenity. You agree not to post or transmit any obscene or pornographic content, including, but not limited to, child pornography, on or through the Access Service.
- (i) Harassment, Threats, and Abuse. You agree not to use the Access Service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content.
- (j) False Pretenses. You agree to not use the Access Service to impersonate any person, including but not limited to, a Landlord official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.
- (k) Chain Letters. You agree to not post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through the Access Service.
- (l) Inappropriate Content. You agree not to post or transmit on or through the Access Service content that is patently inappropriate material under the circumstances -- e.g., content or topics not related to the topics focused on by the participants in a particular news group or mailing list.
- (m) Scrolling. You agree not to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action to a similar disruptive effect on or through the Access Service.
- (n) Disruptive Activities. You agree not to use the Access Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects use of the Internet by other subscribers, users, individuals, or entities.
- (o) Violations of Service Providers' Rules. You agree to not use the Access Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- (p) Multiple Access. You agree that this Agreement is not transferable. You agree not to simultaneously access the Access Service for more than one session at any time.
- (q) Abuse of Landlord Procedures. You agree not to make false or unverified complaints against any Landlord subscriber, or otherwise abuse any of Landlord complaint response procedures.
- (r) Systems Abuse. You agree not to abuse Landlord's system, or any other system accessible through the Internet via Landlord, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at Landlord or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access.
- (s) SPAM. You agree not to post or cross post, regardless of content, copies of the same message to 20 or more newsgroups.
- (t) Support Abuse. You agree not to harass, threaten or abuse authorized representatives of Landlord, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse Landlord's support services.
- (u) Inappropriate software, products, and services. You agree not to post, transmit, promote, or otherwise make available any software, product or service that is illegal, violates the rights of Landlord or a third party, or is designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware"), services which send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet.
- (v) Reselling. You agree not to resell Landlord services or products without an express written agreement with Landlord to do so.
- (w) Web Space usage. You are not provided any web space usage by default. Landlord may, in its sole discretion, provide you with a greater allocation of web space at Landlord's then-prevailing rate. Landlord reserves the right to monitor web space usage and enforce web space use restrictions, which

may include, but not limited to, the deletion of files and other materials that utilize web space exceeding a Subscriber's disk space allocation.

(x) Theft of Service. You acknowledge that the right to the use of, and any benefits that may be derived from, the Access Service is personal to you and is being provided by Landlord as partial consideration of your agreement to pay the charges applicable to your account. You agree not to connect the Access Service or allow the Access Service to be connected by others to any other computers, located either on or outside your premises, than are reflected on your Access Service account with Landlord. The Access Service may not be used to facilitate or operate as an Internet Service Provider, "Wi-Fi" network or "hot-spot", and you further agree not to distribute, resell, share or otherwise allow others to utilize the Access Service, either free of charge or for consideration. You acknowledge that any unauthorized receipt of the Access Service constitutes theft of service, which is a violation of Federal law and can result in both civil and criminal penalties. Landlord will prosecute violations to the fullest extent of the law.

(y) Bandwidth Usage. You agree to allow Landlord to monitor bandwidth usage, and to use bandwidth in consideration of operating in a shared Internet Access environment. Though online gaming, file sharing, and on demand video and audio use are not prohibited, they may considerably deteriorate the Internet Access use experience for the other users in a shared environment. If your bandwidth usage is determined to be detrimental to the experience of other users on the network, Landlord reserves the right to restrict or restructure your Internet Access.

## **2. Content of Online Material**

Landlord Internet Access Service provides access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on Landlord computer servers and on the Internet ("Content"). You should be aware that the Internet contains Content, goods and services that you may find improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. Such Content may not be appropriate for you or for any minors who may be accessing the Internet through your account.

As a matter of policy, Landlord does not pre-screen Content placed on Landlord computer servers by any of its subscribers. Moreover, Landlord does not have the practical ability to monitor, review, or restrict access to Content on Landlord servers prior to its transmission or to monitor all communications between parties. Thus, there may be Content on Landlord servers which may violate Landlord rules, and you may receive offensive and unsolicited Content that Landlord cannot control.

Landlord retains the right to remove Content from Landlord servers that violates its subscriber agreement (including these On-Line Policies). In particular, Landlord reserves the right to remove or block access to material if it receives appropriate notice that such material infringes the proprietary rights of a third party, has actual knowledge of such infringement, or is aware of facts or circumstances from which infringement is apparent. However, the Access Service provides access to users who are not a part of Landlord Access Service and Landlord does not have the capability to monitor, review, remove or restrict access to any Content made available by third parties on the Internet.

Accordingly, Landlord cannot be responsible for any conduct, Content, goods, and services available on or through the Access Service. Landlord suggests that concerned parents consider using one of the commercially available software programs capable of restricting access to sexually explicit material on the Internet. However, no parental control software is perfect. Your use of such software is solely at your own risk. Landlord makes no warranties or representations as to the accuracy, completeness, or usefulness of any parental control software or service.

### **3. Privacy of Communications**

Landlord intends to respect its subscribers' privacy and will not randomly monitor or disclose the contents of private e-mail or private chat room communications. However, you agree that Landlord has the right, but not the obligation, to monitor or disclose the contents of private communication, if Landlord, in its sole discretion, reasonably believes that such action is necessary: (a) to comply with applicable law or valid legal process; (b) to protect Landlord rights or property; or (c) in emergencies when a person's physical safety is at issue.

In addition, Landlord reserves the right under appropriate circumstances to disclose the identity of a subscriber to third parties in response to a valid legal subpoena and to otherwise cooperate with legitimate police inquiries and lawful civil proceedings.

### **4. Online Goods and Services**

Landlord does not control or take responsibility for any Content, goods, or services which independent third parties may available on or through the Access Service. Subscribers may receive blind opportunity advertisements, pyramid schemes, and other "get rich quick" schemes on or through the Access Service. These should be avoided or approached with ample skepticism. Please remember that Landlord does not endorse, warrant, or guarantee the accuracy, completeness, usefulness, quality, or availability of any such Content, goods, or services, and your use thereof is solely at your own risk.

You should use your best judgment and exercise caution when purchasing a product or service through the Access Service. Landlord will not be a party to, or in any way be responsible for, monitoring any purchases or other transactions between you and any other persons providing Content, goods, or services on or through the Access Service. Landlord assumes no responsibility for any such transactions and will not mediate disputes relating to such transactions. Landlord disclaims any responsibility for any such transactions even where the Access Service features or displays a link with a particular World Wide Web site.

### **5. Account Charges**

Your monthly account charges are payable in advance. If you terminate your account, you will receive a prorated refund for any access time credited to your account, less applicable termination fee. However, if your account is terminated by Landlord because of violations of Landlord's subscriber agreement (including these Online Policies), you will not be entitled to a prorated refund, such forfeiture being agreed to you and Landlord as liquidated damages and not as a penalty and you may be subject to a termination fee.

You are responsible for all activities and charges associated with your account. If any unauthorized charges are made on or through your account, you are responsible for such charges until you notify Landlord of a breach of security by calling Landlord at 1-888-749-2908 and change your password. Please be advised that the contact person or listed owner of the Landlord Internet Account is solely responsible for activities conducted through, on or with their Landlord Internet Account, including activities by other persons (including minors) whether or not authorized by such contact person or listed owner. If you, or someone to whom you have given access to your account, violates the Landlord Internet Access Agreement, your account may be terminated.

If you pay by credit card, you expressly authorize Landlord to charge the credit card account number associated with your Account for any Access Service charges that accrue from month to month, biannually, annually, or any other subscription term. You reauthorize Landlord to charge your designated credit card account each time you use the Access Service. This authorization will remain valid until you terminate your authorization in writing. Landlord may immediately terminate your account, in Landlord's sole discretion, for declined credit cards, returned checks, or any other non-payment of account charges.

A billing cycle will begin on the date you purchase the Access Service and will continue for one month from that date. A new billing cycle will begin on the anniversary date of the day of the month on which you purchased the Access Service.

If you pay other than by credit card, your account charges are due on your receipt of an invoice, and payment of your account charges must be received by Landlord prior to the first day of each billing cycle. Only accounts with monthly invoices of more than \$50.00 can be invoiced. Your account will be considered to be in default if payment of your account charges is not received within fifteen (15) days after the date of your invoice. If your accounts is still unpaid thirty (30) days after the date of your invoice, you may have your Access Service interrupted or terminated.

If any instrument received in payment is returned to Landlord unpaid, your account will be considered to be in default, and in addition to the amount due, you will be subject to a returned check charge of \$25.00. If your account is canceled or interrupted for non-payment, you must continue to pay your monthly account charges. Only your written request to terminate your account will relieve you of your obligation to pay your monthly account charges.

If your account is in default, you are subject to an interest charge of 1.5 percent per month, or the maximum allowable rate under state law. If you default on your account, you agree to pay Landlord its reasonable expenses, including attorneys' fees and collection agency fees, incurred in enforcing Landlord rights under Landlord Internet Access Agreement.

## **6. Landlord's Complaint Response Procedures**

Landlord's dedication to customer service means that Landlord takes seriously and attempts to respond to all complaints about its subscribers' use of the Internet. This means complaints by both Landlord subscribers and complaints by other Internet users. Landlord believes that its customers should be able to enjoy full use of the Internet without interference by persons who use the Internet in an improper or unlawful manner.

Landlord will follow the Complaint Response Procedures described below to respond to complaints from subscribers and others about Landlord subscribers.

Landlord will respond to any complaint that involves online activities that are Prohibited/Abusive Activities. In particular, Landlord will respond to complaints that material stored on its system at the direction of one of its subscribers or for system caching purposes or to which Landlord provides a link or other reference infringes another person's copyright as provided for in the Digital Millennium Copyright Act (a "Copyright Complaint") or otherwise violates the criminal or civil laws of the United States, the several states or a foreign country.

Please note that Landlord has designated an agent for receiving and processing such Copyright Complaints. The contact details regarding such agent are as follows:

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How to Submit a Complaint:

### **1. Form of Complaint.**

Complaints may be submitted by e-mail ( \_\_\_\_\_ ), fax, or mail.

## 2. What Information Should be Submitted.

### A. General Complaints

- (i) The IP address used to commit the infraction.
- (ii) The date on which the infraction was committed.
- (iii) The time at which the infraction was committed (if applicable).
- (iv) The time zone relevant to (b) and (c) above (if applicable).
- (v) Some evidence of the infraction.

E-mail with full header information provides all of the above criteria. Syslog files usually provide all but (iv). Other situations will require different methods of providing the above.

### B. Copyright Complaints.

If a complaining party wishes to make a Copyright Complaint, it should submit the following information:

- (i) Identification of the copyrighted work claimed to be infringed (or if multiple works are claimed to be infringed at a single site, a representative list of such works).
- (ii) Identification of the material that is claimed to be infringing or in the case of a reference or link, identification of the reference or link to the allegedly infringing material. Please provide information sufficient to locate such material or reference or link on Landlord's system
- (iii) The address, telephone number, and/or email address of the complaining party or its client.
- (iv) A statement that the complaining party or its client has a good faith belief that use of the allegedly infringing material is not authorized by the copyright owner, the owner's agent or the law.
- (v) A statement that the information being given is accurate.
- (vi) If the complaining party is not the copyright owner, a statement, under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.
- (vii) A physical or electronic signature of a person authorized to act on behalf of the owner of an allegedly infringed exclusive right.
- (viii) If the material is stored on Landlord's system for caching purposes, a statement confirming that the material has been removed or access-disabled from the originating site or that a court has ordered such removal or disabling.

If Landlord receives a Copyright Complaint containing the information specified above, it shall promptly remove or block access to such materials.

### C. Subscriber Counter Notice

However, if the complaint arises out of a claim that the infringing material was stored on Landlord's system at the direction of one of its subscribers, Landlord shall attempt to notify the relevant Landlord subscriber of the action taken. If the subscriber believes in good faith that the material was removed or access blocked as a result of a mistake or misidentification, that subscriber may send a counter notice to Landlord's agent. Such counter notice should include the following:

- (i) Identification of the material that has been removed or to which access has been blocked and the location on the Landlord system where the material appeared.
- (ii) A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification.
- (iii) The subscriber's name, address and telephone number
- (iv) A statement that the subscriber consent to the jurisdiction of the U.S. District Court for the federal district in which the subscriber resides and that the subscriber will accept service of process from the complaining party or its agent.
- (v) The subscriber's physical or electronic signature.

Upon receipt of such an appropriate counter notice, Landlord shall promptly replace the removed material and/or cease disabling access to it unless Landlord first receives appropriate notice from the complaining party that it has filed a law suit seeking a court order to restrain the subscriber from engaging in the allegedly infringing activity.

**Liability for Misrepresentations.**

Please note that any person who knowingly misrepresents to Landlord that material is infringing shall be liable to Landlord and/or the alleged infringer for any damages (including costs and attorneys' fees) suffered or incurred by Landlord and/or the alleged infringer as a result of Landlord's relying on such misrepresentation and removing or disabling access to such material.

Similarly, any person who knowingly misrepresents to Landlord that the material was removed or access blocked by mistake or misidentification shall be liable to Landlord and/or the copyright owner or its authorized licensee for any damages (including costs and attorneys' fees) suffered or incurred by Landlord and/or the copyright owner or its authorized licensee as a result of Landlord's relying on such misrepresentation and replacing such removed or blocked material.