

THE CITY OF MONROE ACCEPTABLE USE POLICY FOR BUSINESS SERVICES HIGH-SPEED INTERNET

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Why is The City of Monroe providing this Policy to my business?

The City of Monroe's goal is to provide its customers with the best commercial cable Internet service possible. In order to help accomplish this, the City of Monroe has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Business Services The City of Monroe High-Speed Internet service (the "Service").

What obligations does my business have under this Policy?

All The City of Monroe High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other charges may apply. If your business do not agree to comply with this Policy, it must immediately stop all use of the Service and notify The City of Monroe so that it can close your business' account.

How will my business know when The City of Monroe changes this Policy and how will it report violations of this Policy?

The City of Monroe may revise this Policy from time to time. For a copy of this document, please call 770-267-3429. The City of Monroe will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the The City of Monroe Business Services Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any The City of Monroe announcements they receive and regularly visit the The City of Monroe Web site and review this Policy to ensure that their activities conform to the most recent version.

I. Prohibited Uses and Activities

What uses and activities does The City of Monroe prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer-Provided Equipment, or the The City of Monroe Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- 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 or 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, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- 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 any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam";
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers 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;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to The City of Monroe or its network, by name or other identifier, in messages;
- 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 (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; 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 your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by The City of Monroe or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the The City of Monroe Equipment or Service or permit any other person to do the same who is not authorized by The City of Monroe;

Network and usage restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies), 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 use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any The City of Monroe (or The City of Monroe supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any The City of Monroe (or The City of Monroe supplier) facilities used to deliver the Service;
- make the Service available to anyone other than your business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with The City of Monroe's written approval in accordance with an applicable Business Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;
- connect the The City of Monroe Equipment to any computer outside of your business' Service Location(s);

- 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 abusing operator privileges, and attempts to "crash" a host;
- interfere with The City of Monroe's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with The City of Monroe's use and control of its domain name server ("DNS") used in connection with the Service; and
- accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). Your business may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted by the applicable Business Services Agreement.

II. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your business' Service account. Therefore, your business must take steps to ensure that others do not use your business' account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of all Service logins and passwords. In all cases, your business is solely responsible for the security of any device it chooses to connect to the Service, including any data stored or shared on that device.

It is also your business' responsibility to secure the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by The City of Monroe that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does The City of Monroe address inappropriate content and transmissions?

The City of Monroe reserves the right 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 in violation of Sections I or II of this Policy, or otherwise harmful to The City of Monroe's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither The City of Monroe nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on online storage features such as websites and servers) made on the Service. However, The City of Monroe and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, The City of Monroe uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

The City of Monroe is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by your business or by someone else trying to send e-mail to your business or its employees, contractors, or users. The City of Monroe is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at The City of Monroe's sole discretion. In the event that The City of Monroe believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, The City of Monroe (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, The City of Monroe may at any time reserve any identifiers on the Service for The City of Monroe's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

The City of Monroe helps protect its customers from viruses and other unwanted content and programs included in e-mails. The City of Monroe's e-mail servers and other systems employ various virus detection and prevention tools that it updates frequently to respond to the latest threats on the Internet. These tools will automatically remove viruses and other unwanted material from e-mails whenever possible. This applies both to e-mails your business sends as well as to e-mails your business receives. The City of Monroe's systems also may scan all incoming and outgoing e-mail traffic over the Service using automated tools applying recognized and commonly used techniques for identifying and blocking spam and other unwanted or harmful code or content.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. The City of Monroe assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to my business' Service account Internet reputation?

The City of Monroe provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its reputation. However, because The City of Monroe provides the systems to deliver the Service, there are some things that your business can do using the Service that are directly attributable to The City of Monroe and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect The City of Monroe's reputation

because of its ownership of the IP addresses associated with the Service. Of course, these activities also violate this Policy.

The City of Monroe reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features, such as Web Hosting Services, negatively impacts The City of Monroe's reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business' Service account, or any associated The City of Monroe information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in The City of Monroe suspending or terminating your business' Service account. In these situations, The City of Monroe prefers to work directly with your business to address the problems causing the harm to The City of Monroe's reputation so that they do not happen again.

III. Network Management and Limitations on Data Consumption

Why does The City of Monroe manage its network?

The City of Monroe manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as The City of Monroe works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. The City of Monroe tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to The City of Monroe. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that The City of Monroe does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, The City of Monroe can deliver the best possible broadband Internet experience to all of its customers.

How does The City of Monroe manage its network?

The City of Monroe uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Business Services Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that The City of Monroe may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Are there restrictions on data consumption that apply to the Service?

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business Services Agreement. Therefore, The City of Monroe reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) newsgroups. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person’s use of the Service, nor represent (as determined by The City of Monroe in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with The City of Monroe’s ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, The City of Monroe may, in its sole discretion, suspend or terminate your business’ Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. The City of Monroe may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Business Services Agreements. The City of Monroe’s determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

The City of Monroe reserves the right immediately to suspend or terminate your business’ Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

How does The City of Monroe enforce this Policy?

The City of Monroe does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company’s efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. The City of Monroe has no obligation to monitor the Service and/or the network. However, The City of Monroe and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and The City of Monroe users.

The City of Monroe prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. The City of Monroe also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without The City of Monroe’s intervention. However, if the Service is used in a way that The City of Monroe or its suppliers, in their sole discretion, believe violates

this Policy, The City of Monroe or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither The City of Monroe nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not The City of Monroe's exclusive remedies and The City of Monroe may take any other legal or technical actions it deems appropriate with or without notice.

The City of Monroe reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on The City of Monroe's servers and network. During an investigation, The City of Monroe may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to The City of Monroe and its suppliers cooperating 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 Policy. Upon termination of your business' Service account, The City of Monroe is authorized to delete any files, programs, data, e-mail and other messages associated with your business' account (and any secondary accounts).

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

Your business agrees to indemnify, defend and hold harmless The City of Monroe and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your business' indemnification will survive any termination of the Business Services Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

What is The City of Monroe's DMCA policy?

The City of Monroe is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the 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. The City of Monroe may terminate the Service at any time with or without notice for any affected customer or user.

The City of Monroe's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who The City of Monroe, in its sole discretion, believes is infringing these rights. First offence will result in a three day suspension of service. Second offence seven days, and third will result in termination of service. The City of Monroe may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to The City of Monroe?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending The City of Monroe's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon The City of Monroe's receipt of a satisfactory notice of claimed infringement for these works, The City of Monroe will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). The City of Monroe will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

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

What can customers do if they receive a notification of alleged infringement?

If your business receives a notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to The City of Monroe. Upon The City of Monroe's receipt of a counter notification that satisfies the requirements of DMCA, The City of Monroe 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. In all events, your business expressly agrees that The City of Monroe will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with The City of Monroe's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.