

FDL Internet (Free for Residents)
Acceptable Use Policy

A) GENERAL

Fleur de Lis and its affiliates (*FDL*) residents a variety of information and technology related products and services, including internet access, content delivery services, various electronic mail (email) packages and services, and other data, online, internet-related and telecommunications services (each, a "Service" and collectively the "Services").

This document defines the acceptable use of the networks and services to ensure the integrity, security, reliability and privacy of the FDL network and systems (collectively, the "FDL Network").

FDL Residents are solely responsible for the content and messages that they post, distribute or otherwise make available using FDL Network and services. For the purposes of this policy, a "resident" is defined as any party who receives service from the FDL Network.

B) PROHIBITED ACTIVITIES

It is against FDL policy for any of its residents or other service users to effect or participate in any of the activities listed below (whether actual, attempted, directly or indirectly) through a service provided by the FDL Network.

Each of the practices list below (each, a "Prohibited Activity") constitute abuse of FDL services, network and facilities and interferes with other service users. Accordingly, these practices are prohibited.

- 1) Posting or sending messages substantially similar in content to 10 or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List");
- 2) Posting or sending messages, articles, or other content to a List which is prohibited according to the charter or other owner-published FAQs or descriptions of the List.
- 3) Sending unsolicited commercial messages or communications in any form (*SPAM*);
- 4) Falsifying user or other service related information, including but not limited to: intentionally omitting, deleting, forging, misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to FDL or to other service users or engaging in any activities or actions intended to withhold or cloak customer's or its end users identity or contact information;
- 5) Engaging in any other activity that:
 - a. Violates a law or regulation (including, but not limited to, libel, slander, invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights);
 - b. Threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of worms, viruses and other malicious codes and accessing any device or data without proper authorization);
 - c. Attempts to use the service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage;
 - d. Otherwise degrades or interferes with others users' use of a service;
 - e. Breaches a third party non-disclosure agreement or obligation;

- f. Violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorized system penetrations, or
 - g. Utilizes the FDL Network to provide business grade services, host servers or otherwise engage in activities that produce a reduced quality of service for the FDL Network and customers.
- 6) Engaging in any of the activities listed above by using another provider's service, but channeling the activity through a FDL account, remailer, or otherwise through a service provided by the FDL Network

ANY INDIRECT OR ATTEMPTED VIOLATION OF THIS POLICY BY OR ON BEHALF OF A RESIDENT OR A RESIDENT'S END USER, AND ANY ACTUAL OR ATTEMPTED VIOLATION BY A THIRD PARTY ON BEHALF OF A RESIDENT OR A RESIDENT'S END USER, SHALL BE CONSIDERED A VIOLATION OF THE POLICY BY SUCH RESIDENT OR RESIDENT'S END USER.

C) RIGHTS AND REMEDIES

FDL may suspend and/or terminate a resident's service and access at any time for any material failure of resident, its representatives or its users to comply with this policy or for engaging (or permitting others to engage) in a Prohibited Activity (as determined by FDL, in the reasonable discretion of the FDL Homeowner's Association "FDL HOA").

FDL may deny all traffic from known IP address blocks that support indiscriminate port scanning programs, or other unlawful activity, for the purpose of preserving resident's system and network resources.

FDL reserves the right to, where feasible, implement technical mechanisms to prevent a Prohibited Activity. In addition, FDL reserves the right to charge the Resident to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to: recovery of the costs of identifying offenders and removing them from or discontinuing their service, in an amount (i) equal to FDL's actual expenses incurred in preventing or responding to such activity, or (ii) up to \$500.00, whichever is greater.

For complaints of SPAM only: In addition to any applicable charges described above, FDL reserves the right to charge the Resident the amount set for under applicable law or if no amount is specified \$10.00 per SPAM email, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of the Network (they increase FDL costs by clogging the Network, rendering web-sites inaccessible and potentially lead to down time).

Nothing in the Acceptable Use Policy limits FDL rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

D) PASSWORD PROTECTION

Users are responsible for protecting their password and for any authorized or unauthorized use made of the password. You will not use or permit anyone to use FDL services to guess passwords or access other systems or networks without written authorization. In the event a network or network device becomes compromised, FDL will assist in the tracking and/or expulsion of said offender on the network level to the extent FDL finds reasonable, at its sole and absolute discretion.

E) MODIFICATION OF THIS POLICY

FDL reserves the right to change this policy from time to time at its sole discretion.