

## **ACCEPTABLE USE POLICY**

### **1. INTRODUCTION**

The Acceptable Use Policy ("AUP") of EDWARD ROSE OF INDIANA, LLC, a Michigan Limited Liability Company ("Rose"), is intended to help enhance the use of the Internet by preventing unacceptable use. All users of POLO RUN APARTMENTS INTERNET access services (the "Services"), including those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Users"), must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services, except for certain proprietary websites.

However, in accordance with our Internet Service Agreement, we may remove any materials residing on any equipment operated by or for Rose that, in our sole discretion, may be illegal, may subject us to liability, or may violate this AUP. Rose may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of your access to the Services and/or your POLO RUN APARTMENTS account or other actions as detailed in Section 3. This AUP should be read in conjunction with our POLO RUN APARTMENTS INTERNET Access Service Subscriber Agreement and other policies.

### **2. VIOLATIONS OF ROSE'S ACCEPTABLE USE POLICY**

The following actions, although not exclusive, will be considered violations of this AUP:

#### **2.1. Illegal Use**

Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national, or international law, or any rules or regulations promulgated thereunder.

#### **2.2. Harm to Minors**

Using the Services to harm, or attempt to harm, minors in any way.

#### **2.3. Threats**

Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

#### **2.4. Harassment**

Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

## **2.5. Fraudulent Activity**

Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."

## **2.6. Forgery or Impersonation**

Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings to avoid spam email address collectors is not allowed.

## **2.7. Unsolicited Commercial Email/Unsolicited Bulk Email**

Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited.

## **2.8. Unauthorized Access**

Using the Services to access or attempt to access the accounts of others or to penetrate or attempt to penetrate security measures of Rose's or another entity's computer software, hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

## **2.9. Copyright or Trademark Infringement**

Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party. This includes, but is not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmission of copyrighted software.

## **2.10. Collection of Personal Data**

Using the Services to collect or attempt to collect personal information about third parties without their knowledge or consent.

## **2.11. Reselling the Services**

Reselling the Services without Rose's authorization.

### **2.12. Network Disruptions and Unfriendly Activity**

Using the Services for any activity that adversely affects the ability of other people or systems to use Rose Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, services, or equipment is prohibited. Users must ensure that their network is configured in a secure manner and must not, through action or inaction, allow others to use their network for illegal or inappropriate actions.

### **2.13. News**

Rose Users should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

### **2.14. Long Connections and Multiple Logins**

Using a personal account for high-volume use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Users may stay connected as long as they are actively using the connection for these purposes. Excessive pinging is expressly prohibited. Rose maintains the right to disconnect any User's connection following any extended period of inactivity as determined by Rose.

### **2.15. Exceeding Traffic Limitations**

All Rose Users share the connection from POLO RUN APARTMENTS to the next point on the Internet. Rose may monitor the amount of data being uploaded or downloaded and impose limits to curb excessive use. If imposed, these limits will be posted on the Rose website and communicated to you via email or other means. If a User exceeds their maximum monthly allotment of traffic, they may be disconnected until the beginning of the next calendar month or otherwise subject to additional charges or restraints as posted with the limits involved. More information will appear on the Rose website.