

MONTGOMERY COUNTY GOVERNMENT RESIDENTIAL INTERNET
MOCONET ACCEPTABLE USE AGREEMENT

In order to provide high quality customer service and to ensure the integrity, security, and reliability of Montgomery County Government's Internet Service Network and services provided over this network, (collectively, "MoCoNet"), the Montgomery County Government ("County") has created this Acceptable Use Agreement. Your use of MoCoNet is subject to these terms of use, which constitute a legal agreement between you, the "Subscriber," and the County. This legal agreement is referred to as the "Acceptable Use Agreement," "Agreement" or "AUA." This AUA governs the use of MoCoNet and specifies use restrictions and requirements applicable to users of MoCoNet. The Subscriber recognizes and agrees that the current version of the AUA to be maintained by the County and posted on the County's Digital Equity website will supersede all previous versions of this document and that the Subscriber's continued use of MoCoNet will constitute the Subscriber's acceptance of this Agreement as it may be amended.

By using MoCoNet, the Subscriber agrees to abide by, and require other household and guest users of MoCoNet using the Subscriber's password-protected access to MoCoNet to abide by, the terms of this AUA. Any Subscriber who does not agree to these terms must immediately cease use of the Service and notify customercare@myMoCoNet.com to terminate the Subscriber's service.

1. Use. MoCoNet is designed for personal use within a single household. Subscriber agrees that only the Subscriber and the Subscriber's authorized guests and household members will use MoCoNet. Subscriber is responsible for any misuse of MoCoNet that occurs through the Subscriber's account, whether by a Subscriber's guest, member of the Subscriber's household or an authorized or unauthorized third-party. Subscriber will not use, or enable others to use MoCoNet to provide or enable IP address translation or similar facilities intended to provide additional access. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to MoCoNet in any manner, including, but not limited to, using wireless technology. The County reserves the right at its sole discretion to immediately suspend, terminate, or restrict use of MoCoNet without notice if such use violates this AUA, is objectionable or unlawful, interferes with the County's systems or network or the Internet or others' use of the Service. Subscriber's use is subject to the Plume terms and conditions set forth at: <https://www.plume.com/legal/homepass-membership-and-cloud-services/>.

2. Prohibited Activities Using the System, Network, and Service. Any activity or use of MoCoNet which violates system or network security, or integrity are strictly prohibited and may result in criminal and civil liability as well as termination of service. Such violations include, without limitation, the following:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;

- Interference of any kind with MoCoNet or Internet service to any user, host, network, or network device, including but not limited to: traffic flooding of any kind, or Distributed Denial of Service (“DDoS”) attacks;
- Forging the header or source of any transmitted information packet, email, or posting; Spoofing of IP addresses, phone numbers, or any identity related information;
- Modifying or tampering with any hardware, software, or configuration provided by the County including but not limited to; routers, switches, firewalls, and multiplexer configuration files.
- Reselling or otherwise redistributing MoCoNet.
- Disrupting, degrading, or otherwise adversely affecting MoCoNet, related services, hardware, or software, or computer and networking equipment owned by the County or other Montgomery County Government users.
- Excessive use of bandwidth that in the County’s sole opinion, places an unusually large burden on the network or goes above normal bandwidth usage. The County has the right to impose limits or restrictions on excessive bandwidth consumption via any means necessary.
- Transmitting or forwarding unsolicited bulk or commercial messages or other material commonly known as “spam” via email or any other means.
- Assuming or assigning a Montgomery County Government IP address that was not allocated to the Subscriber by Montgomery County Government or its network - all MoCoNet Subscribers must use DHCP assigned by the Service to acquire an IP address.
- Any of the following activities by the Subscriber or user of MoCoNet: using dedicated machines (also known as “machines” or “dedicated servers”) or virtual dedicated servers (also known as “VDS”, “VPS”, “virtual machines”, and/or “virtual servers”): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.

MoCoNet is for personal use only. Any use for Internet hosting, operating dedicated servers, or similar uses is not permitted in any way and may result in reduction in service, suspension, or termination at the sole discretion of the County. Non-personal purposes include, without limitation, the following:

- Running any type of server on the system that is not consistent with personal, residential use. This includes but is not limited to FTP, P2P, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS or any multi-user forums.
- Distributing 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.
- IP address translation or similar facilities intended to provide additional access.

3. No Illegal or Fraudulent Use. MoCoNet may be used only for lawful purposes. Subscriber will not use nor knowingly allow others to use MoCoNet in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is strictly prohibited.

4. Security and Abuse of Resources. The Subscriber and users are solely responsible for the security of any device connected to MoCoNet, including any data stored on that device. Subscribers shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include without limitations: open news servers, open SMTP servers, unsecure wirelessrouters, unsecure endpoints, and unsecure proxy servers. In the instance when the Subscriber is using a wireless router, the County requires that any wireless network be secure and have encryption enabled to nothing lower than Advanced Encryption Standard (“AES”). Open, unencrypted wireless networks are strictly prohibited.

Should a security breach or an abuse of the resource occur, Subscriber is required to address the problem in a timely fashion. If the Subscriber fails to address the issue after notification, it will be a violation of this AUA and may result in termination of access to MoCoNet.

5. Network Management. The County uses network management tools and practices consistent with industry standards. In the event periods of congestion necessitate such management, the County may use, in its sole discretion, the following tools and practices (without limitation and as may be adjusted over time): (i) use of an upper limit of bandwidth allocated for uploading of files during congested periods; (ii) User Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (iii) spam filtering and detection techniques; and (iv) other measures, as deemed appropriate by the County in its sole discretion, to protect the security and integrity of its network, resources, Subscribers and users. In limited instances if employed, these management tools may affect the throughput rate at which Subscribers may send and receive data, the ability of users to establish session connections within the network or result in the delay of certain traffic during times of peak congestion.

6. Viruses. Subscriber and users are solely responsible for keeping their endpoints secure and free of viruses or other harmful programs that can directly or indirectly interfere with the operation of My MoCo Net. Subscriber and Subscriber's users must take appropriate action to prevent any system that connects to or uses MoCoNet from becoming infected with or distributing malicious computer codes, such as but not limited to computer viruses, malware, worms, “Trojan horses”, BOTs and distributed denial of service attacks. The County will take appropriate action (as decided in the County’s sole discretion) against users infected with computer viruses or worms to prevent further spread.

7. Enforcement. The County reserves the right to investigate violations of this AUA, including the gathering of information from the Subscriber or other users involved and the complaining party, if any, and the examination of material on the County's servers and network. The County will support and

assist all law enforcement efforts and investigations regarding the use or abuse of MoCoNet. The County will notify Subscriber of AUA violations and any necessary corrective action but, the County reserves the right to take any responsive action that is deemed appropriate without prior notification. Such action may include, but is not limited to: reduction of service, temporary suspension of service, reduction of service resources, and termination of service. The County is not liable for any such responsive action and these actions are not exclusive. The County, in its sole discretion, may take any other legal or technical action it deems appropriate.

8. No Waiver. The failure by the County or its officers or employees to enforce any provision of this Agreement at any time shall not be construed as a waiver of any right to do so at any future time.

9. Revisions to Agreement. The County reserves the right to update or modify this AUA at any time and from time to time with or without prior notice. Continued use of MoCoNet will be deemed acknowledgment and acceptance of the AUA. Notice of modifications to the AUA may be given by posting such changes on Montgomery County Government's digital equity website at "Acceptable Use Policies," by email or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit Montgomery County Government's digital equity website and review this Agreement to ensure that their activities conform to the most recent version. Questions regarding this AUA should be directed to customer care@myMoCoNet.com. Complaints of violations of the AUA can also be directed to customer care@myMoCoNet.com.

10. Liability and Appropriations. Any obligation or liability of the County arising from the Service is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the Local Government Tort Claims Act. Neither this Agreement, nor MoCoNet is intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps established by law. The County's provision of MoCoNet service is subject to appropriation and encumbrance of funds by the Montgomery County Council.

- In no event shall the County be liable to a Subscriber or user for any direct, indirect, incidental, consequential or special damages (including without limitation: the loss of use, time, service, or data; inconvenience; commercial loss; lost profits or savings; or the cost of computer equipment and software), to the full extent that such may be disclaimed by law, including without limitation for any claim against the Subscriber by any third party. In no event shall the County be liable for any claim, including claims by third parties, for loss or damages arising from erroneous service or information contained in the MoCoNet service.
- To the fullest extent permitted by law, the Subscriber must indemnify and save harmless the County from any claim, loss, damage, injury or liability of any kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees and costs of investigation), that arise directly or indirectly, in whole or in part, from the Subscriber's use of MoCoNet. In addition to the Subscriber's obligation to indemnify the County, the Subscriber has an immediate and independent obligation to defend the County from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to the Subscriber by County and continues at all times thereafter.

11. Disclaimer of Warranties. The County does not guarantee or warranty the quality, reliability or availability of the Service or the performance of MoCoNet.

- MOCONET IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE RELIABILITY, SECURITY, OR TIMELINESS OF MOCONET.
- THE COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. USE OF MOCONET IS AT THE USER'S SOLE RISK.
- 4.3 No advice or information, whether oral or written, obtained by a Subscriber from the County or through or from MoCoNet will create any warranty.

12. General Provisions

- This Acceptable Use Agreement (AUA) shall be governed by and interpreted under the laws of the State of Maryland without regard to conflict of law provisions.
- Any dispute arising out of this AUA shall be subject to the exclusive venue of the U.S. District Court for the District of Maryland, Greenbelt Division, or the Circuit Court or District Court for Montgomery County, Maryland, and the Subscriber hereby consents to the venue and jurisdiction of such courts.
- No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or entered by this AUA.
- This AUA constitutes a non-exclusive agreement.
- No waiver of any rights by the County shall be effective except by an instrument in writing signed by the County, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- This AUA contains the entire agreement and understanding between the Subscriber and the County with respect to the subject matter hereof, and replace and supersede all prior agreements, understandings and representations. In no event will any additional terms or conditions be effective unless expressly accepted by the County in writing.
- If any provision of this AUA is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

13. Non-Transferrable. This service is only available while the Subscriber is a resident of Colonnade at the Creek Apartments and is non-transferrable to other residents of Colonnade at the Creek Apartments or to any other location outside of Colonnade at the Creek Apartments.

**Acknowledgement of Montgomery County Government
Residential Internet Service MoCoNet Acceptable Use Agreement
and Eligibility Self-Certification**

I, the Subscriber, hereby agree to the terms and conditions of the Acceptable Use Agreement ("AUA"). I hereby certify that I will be residing in an apartment Colonnade at the Creek Apartments in Takoma Park, Maryland and that I qualify for an apartment at Colonnade at the Creek Apartments designated as affordable housing or to be occupied by persons with special needs.

Signature(s) of Residents Signing Lease: _____

Printed Name(s) of Resident(s) Signing Lease: _____

Signature(s) of Authorized Representative: _____

Printed Name(s) of Authorized Representative: _____

Date: _____

Date that Lease Becomes Effective: _____

Apartment/Unit Number: _____

Phone Number: _____

Email Address: _____

After reviewing and signing this acceptable use agreement; please use one of the following options to provide it to MoCoNet:

- 1) Fax to 240-777-2831 ATTN: MoCoNet**
- 2) Email to customer care@mymoconet.com Subject Line: MoCoNet**

For inquiries relating to MoCoNet or this form; please contact us at 240-773-8017