

GRUCOM DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE

THIS NOTICE IS SUBJECT TO MODIFICATION OR TERMINATION AT ANY TIME, WHETHER FOR CHANGES IN THE LAW OR AT THE CONVENIENCE OF GRUCOM, WITHOUT ADVANCE NOTICE. YOU MUST CHECK BACK FREQUENTLY TO ENSURE THAT YOU SEE A CORRECT, CURRENT VERSION OF THE NOTICE. THIS POLICY APPLIES ONLY TO GRUCOM BUSINESS SERVICE INTERNET ACCESS AND IS NOT INTENDED FOR GRUCOM'S "GATOR.NET" OR "GRU.NET" INTERNET ACCESS SERVICES. FOR INFORMATION REGARDING ACCEPTABLE USE OF "GATOR.NET" OR "GRU.NET" SERVICES PLEASE VISIT <http://www.gator.net/terms.jsp> OR http://www.gru.net/acceptable_use.jsp.

SERVICE PROVIDER CLASSIFICATION*

GRUCom respects the intellectual property of others and we ask subscribers and account holders of our service to do the same.

Internet Access from GRUCom, operating as a Service Provider as defined under 17 U.S.C. § 512(k)(1)(A), is made available to subscribers and account holders under operating conditions consistent with the definition of Transitory Digital Network Communications as described and protected by 17 U.S.C. § 512(a) for the purpose of transmitting, routing and providing connections to and from the World Wide Web.

Pursuant to 17 U.S.C. § 512(i), as a condition for eligibility of the limitations on liability provided under 17 U.S.C. § 512(a), GRUCom is required to adopt and reasonably implement, and inform subscribers and account holders of GRUCom service of, a policy that provides for the termination in appropriate circumstances of subscribers and account holders of GRUCom service who are repeat infringers; and also to accommodate and not interfere with standard technical measures that are used by copyright owners to identify or protect copyrighted works whereas such standard technical measures have been developed pursuant to a broad consensus of copyright owners and service providers in an open, fair, voluntary, multi-industry standards process; are available to any person on reasonable and nondiscriminatory terms; and do not impose substantial costs on service providers or substantial burdens on their systems or networks.

NOTICE TO SUBSCRIBERS AND ACCOUNT HOLDERS OF GRUCOM SERVICE

Notice is hereby provided to subscribers and account holders of GRUCom service that use of GRUCom service is subject to the condition that it is not to be used for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by GRUCom, at GRUCom's option, if any such prohibited use occurs. If GRUCom learns of an unlawful prohibited use (alleged or proven), GRUCom will attempt to notify the applicable subscriber or account holder and, for the purposes of illustration and not limitation, GRUCom may in its sole discretion take any, or none, of the following actions, in accordance with the severity and duration of any such prohibited use:

- Warn the subscriber or account holder;
- Require the subscriber or account holder to provide GRUCom with a satisfactory explanation and response regarding their understanding and compliance with the terms and conditions of their GRUCom service agreement;
- Suspend the offending subscriber or account holder from the GRUCom service;
- Terminate the offending subscriber or account holder from the GRUCom service;
- Impose fees or charges on the offending subscriber or account holder in accordance with the applicable service contract;
- Take other action in accordance with the applicable GRUCom service agreement;
- Take other action in accordance with applicable law;
- Take no action.

NOTICE TO COPYRIGHT OWNERS AND AUTHORIZED AGENTS

GRUCom accommodates and does not interfere with standard technical measures as defined under 17 U.S.C. § 512(i)(2)(A), 17 U.S.C. § 512(i)(2)(B) & 17 U.S.C. § 512(i)(2)(C).

NOTIFICATION ALLEGING COPYRIGHT INFRINGEMENT

GRUCom complies with the Digital Millennium Copyright Act ("DMCA") operating under safe harbor provisions as described and protected by 17 U.S.C. § 512(a). GRUCom provides subscribers or account holders with Internet access for the purpose of transmitting, routing and providing connections to the World Wide Web under conditions consistent with the definition of a Transitory Digital Network Communications service as defined and protected by 17 U.S.C. § 512(a) and subject to conditions for eligibility as such under 17 U.S.C. § 512(i). GRUCom does not own or operate any servers or equipment used by subscribers or account holders to facilitate their Internet service application(s) beyond such telecommunications network equipment necessary for providing Internet access to subscribers or account holders for the purpose of transmitting, routing and providing connections to the World Wide Web. GRUCom does not provide subscribers or account holders with any web-site or data hosting services or equipment, nor any data caching services or equipment, nor any data storage services or equipment, nor any data retrieval services or equipment, nor any information location tools or equipment.

GRUCom encourages copyright owners or owners' authorized agent ("Complainant") to report alleged copyright infringement involving a GRUCom service subscriber or account holder. However, please be advised that there are no "notice and takedown" procedures required for service providers that fall under 17 U.S.C. § 512(a) subject to conditions for eligibility as such under 17 U.S.C. § 512(i). A Complainant may submit a notification alleging copyright infringement to GRUCom's Designated Copyright Agent, as evidence of a violation of GRUCom's unlawful prohibited use policy, if Complainant has a good-faith belief that its works are being infringed by a GRUCom service subscriber or account holder. To ensure receipt, GRUCom strongly recommends that Complainant send the notification by overnight mail, delivery fees or postage prepaid. GRUCom will investigate proper notifications sent to:

GRU Legal Department
Designated Copyright Agent Frank Latini
Attn: Copyright Complaint
GRUCom
301 S.E. 4th Avenue
Gainesville, Florida 32601
Telephone: 352/ 334-3400
Facsimile: 351/ 334-2799
Email: dmcacomplaint@gru.com

A proper notification **MUST** have at least the following information, or it may be **IGNORED**:

- A physical or electronic signature of a person authorized to act on behalf of Complainant;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that access to which is to be disabled, and information reasonably sufficient to permit GRUCom to locate the material;
- Information reasonably sufficient to permit GRUCom to contact Complainant, such as an address, telephone number and, if available, an e-mail address at which Complainant may be contacted;

- A statement that Complainant has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that Complainant is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- You should be aware that, under the DCMA, Complainants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the blocking of the material, court costs, and attorneys fees.

GRUCom has the right to suspend or terminate any subscriber or account holder pursuant to any valid DMCA complaint. Furthermore, GRUCom, in its sole discretion, may suspend or terminate, without notice, any subscriber or account holder that GRUCom determines is a repeat copyright infringer. If appropriate, GRUCom will disable access to the allegedly infringing material and notify the alleged infringer ("Respondent"). Respondent may then send to the Designated Copyright Agent a proper counter-notification, in which case GRUCom may re-enable access to the allegedly infringing material between 10 and 14 days after receipt of the counter-notification, unless Complainant first notifies GRUCom that Complainant has filed suit to restrain Respondent from engaging in the alleged infringement. Mark the counter-notification "Attn: Response to Complaint" on the document and on the envelope, and send to the address above. To ensure receipt, GRUCom strongly recommends that Respondent send the counter-notification by overnight mail. A proper counter-notification MUST have at least the following information, or it may be IGNORED:

- A physical or electronic signature of a person authorized to act on behalf of Respondent;
- Identification of the material to which access has been disabled and the location at which the material appears before access to it was disabled;
- A statement, under penalty of perjury, that Respondent has a good faith belief that access was disabled as a result of mistake or misidentification of the material to which access has been disabled; and
- Respondent's name, address and telephone number, and a statement that Respondent consents to the jurisdiction of the Federal Court in its district or, if Respondent's address is outside the United States, Respondent consents to any jurisdiction where GRUCom may be found, and that Respondent will accept service if process originates from Complainant or Complainant's agent.

COPYRIGHT OWNERS AND AUTHORIZED AGENTS OPTION FOR INJUNCTIVE RELIEF

Notice is hereby provided by GRUCom to copyright owners and authorized agents, as a matter of convenience, that important information regarding the option for injunctive relief as a remedy to prevent or restrain infringement of a copyright involving a GRUCom service subscriber or account holder can be found under 17 U.S.C. § 502, 17 U.S.C. § 512(j)(1)(B), 17 U.S.C. § 512(j)(2) & 17 U.S.C. § 512(j)(2).