

THE EDGE

Community Policies

Students electing to live in student and community living should make a strong commitment to caring for the community in which they live. The cleanliness, beauty, and enjoyment of the Property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or questionable person on the grounds.

All residents are expected to obey federal, state and local laws, and directives issued by an administrative official of management in the course of his/her duties.

SAFETY

S1. SECURITY - It is not possible for any apartment owner or manager to insure "security" or "safety." For your convenience, features such as deadbolt locks may be provided. Features such as card access or code operated locks may be provided at certain communities. The Philadelphia Police and the Temple University Police may patrol from time to time at their sole discretion. You should not assume their presence. We believe in the effectiveness of neighbors looking out for each other and we encourage residents to get to know their neighbors. You must promptly report any incident of theft, vandalism, or unsafe conditions to Philadelphia or Temple University Police and our office. Whenever possible, please furnish a detailed description of the offender, date and time of day, make and color of car, license plate number, etc. Please call 911, to report any criminal activity, fire or ambulance need. We will support your vigilance and will, where appropriate, prosecute acts of vandalism, trespassing, and theft.

ACCESS TO THE PROJECT. Your acceptance and use of the access code, key and/or card is subject to your compliance with the following guidelines:

- A. Immediately report lost or stolen cards to us. Your number can then be programmed out of the computer to prevent unauthorized use of the card. A KABA keycard will be issued. Replacement cards for lost, stolen or damaged cards (proxy or KABA) will be replaced for a \$50.00 charge. This charge offsets the cost of the card and the cost of reprogramming the computer. Physical keys will be replaced for a charge of \$150.00 for apartment door or bedroom door. Mailbox keys will be replaced for a \$75.00 charge.
- B. Your right to use the access card ends when your lease ends or is terminated. You must return all cards at that time. If you fail to return the access cards or keys when your lease ends or is terminated, you will be charged for the replacement.
- C. Do not let other people use your card. Do not duplicate any keys.
- D. Mere possession of a card does not necessarily confirm right of entry. Therefore, please do not assist someone who appears to be having difficulty gaining entry. Please do not let someone whose access privileges have been revoked, or guests of others, enter the property with your card.

Your guest must contact you via personal telephone. You may then arrange to meet your guest at the entrance. Guests are required to have a resident escort them at all times while on-site. Guests may be required to sign in and out of the building at any or all times at our discretion and direction.

PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT

- Lock your doors and windows, even while you are inside.
- Use security latch on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. *Do not open the door if you have any doubt.*
- Do not put your name, address or phone number on your key ring.
- If you are concerned because you have lost your key or because someone you distrust has a key, ask us to rekey the locks. You have a statutory right to have that done. You will pay for the rekeying.
- Dial 911 for emergencies. If an emergency arises call the appropriate governmental authorities first, and then call us.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches, and other security devices regularly to be sure they are working properly.
- Immediately report the following to us in writing, dated and signed:
 - Any need of repairs of locks, latches, doors, windows and smoke detectors
 - Any malfunction of other safety devices outside your dwelling, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- Close curtains, blinds and window shades at night.
- Mark or engrave identification on valuable personal property.

PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT

- Lock your doors while you are gone.
- Leave a radio or TV playing softly while you are gone.
- Close and latch your windows while you are gone, particularly when you are gone for an extended period.
- Tell your roommate where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- Do not give entry codes or electronic gate cards to anyone.
- Use lamp timers when you go out in the evening or go away for an extended period. They can be purchased at most hardware stores.
- Let us and your friends know if you will be gone for an extended time. Ask your neighbors to watch your apartment since we cannot assume that responsibility.
- While away for an extended period, have your newspaper delivery stopped, or have a friend pick up your newspaper daily.
- Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

PERSONAL SECURITY – WHILE USING YOUR CAR

- Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- Do not leave exposed items in your car, such as electronics, wrapped packages, briefcases or purses.

- Do not leave your keys in the car.
- Carry your key ring in your hand while walking to your car, whether it is daylight or dark and whether you are at home, school, work or elsewhere.
- Try to park your car in an off-street parking area rather than on the street. If you park on the street, park near a streetlight.
- Check the backseat before getting into your car.
- Do not stop at gas stations or automatic teller machines at night, or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system cannot prevent crime. Always proceed as if security systems do not exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

COMMUNITY LIVING

L1. FIREARMS/WEAPONS – Subject to applicable law, Resident must comply with any University policy related to firearms and other weapons.

L2. ALCOHOL - Possession or consumption of alcoholic beverages by you and your guests must be in compliance with local, state and federal laws. If you are under 21 years of age, you may not consume or possess alcohol. Alcohol may not be consumed or displayed in public areas, including balconies, patios and walkways. Kegs of any type and other common source alcohol containers are not allowed. We will dispose of any alcohol remaining in containers of this type found on the property. Alcohol-related conduct that ignores the rights of others to a quiet, orderly living environment is not acceptable.

L3. DRUGS AND ILLEGAL SUBSTANCES - Use, possession and/or distribution of drugs and/or illegal substances, including marijuana, is strictly prohibited and will result in eviction. This includes possession of any drug paraphernalia. In accordance with lawful procedures, Philadelphia or Temple University Police may confiscate and retain for evidence any such drugs found in possession of a student, in his/her apartment, or vehicle. This however does not mean that all citizens of our community make the best choices and some may choose to violate this policy and jeopardize their residency with us. We cannot guarantee the personal choices any resident or guest makes regarding this policy.

L4. VERBAL AND/OR PHYSICAL ABUSE – Residents and guests are to treat all neighbors, apartment mates, visitors, the management staff, and other officials with courtesy and respect. Verbal abuse will not be allowed including swearing, name-calling or any other language offensive or demeaning to another person. Physical violence of any type will not be tolerated.

L5. FAILURE TO COMPLY – You must comply with all written and verbal requests and instructions from management and officials. This includes requests to produce valid identification.

L6. NOISE - You and your guests must respect the rights of others at all times by behaving in a manner that is conducive to sleeping and studying. High volume sounds from home and car stereos, televisions, electrical instruments, and such are not permitted. Quiet hours may be established. However, you are expected to show consideration and courtesy to other residents 24 hours a day, seven days a week. If another person can hear your stereo, voices, or any other form of sound from outside your door, windows or through the walls, you are being too loud. Please pay special attention to the level of bass you play on radios and stereos.

L7. BARBECUE GRILLS - The fire code prohibits the storage or use of barbecue grills on the sidewalks in front of the building and on breezeways/balconies/patios. After you use the community grills if provided, please leave the equipment, grills, and area clean for the next person.

Flammable liquids may not be stored in your apartment. This includes, but not limited to illumination devices, flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, explosives, or any other material deemed hazardous. Fireworks are prohibited.

L8. FIRE ALARMS - We may have installed building fire alarms in the building. If you are in a building when its fire alarm rings, you and your guests are required to follow instructions as indicated by the automated alarm system immediately as indicated by the alarm system or staff member instruction. If you, and/or your guests, fail to follow instructions, you may be required to pay a fee.

EXCEPTION: You are not required, to leave the building while we are conducting a test of the fire alarm system and we have notified residents in advance of the test. If you, and / or your guests, intentionally cause a false alarm, you will be subject to a fee and/or eviction. You may not tamper with any component of the building life safety equipment. Tampering with such equipment may result in criminal prosecution and you will be liable for all damages caused from such tampering.

Tampering with elevators, including falsely sounding the alarm bell, misuse of emergency phones, forcing the doors or otherwise hindering or threatening elevator operation is extremely dangerous. Any persons engaging in such activity will be treated accordingly and could be subject to prosecutions and/or eviction

L9. SMOKE DETECTORS – Prior to the start of your Lease, and on an ongoing monthly basis, we will test the smoke detector(s) in your unit for proper operation and working batteries. It is your responsibility to immediately report to us any malfunctioning smoke detector(s). Do not render the smoke detector(s) inoperable or fail to keep working batteries installed. Tampering with, dismantling or disabling your smoke detector(s) or other fire safety equipment will result in a \$100.00 fee.

L10. COMMON AREAS - You are expected to use common sense and consideration for others when using these facilities. Your use of the common areas is a privilege that we can withdraw. Do not make loud noise or play music in the clubroom or other common areas. You and your guests are required to follow the posted rules and regulations.

L11. SMOKING PROHIBITED – OUR COMMUNITY IS SMOKE-FREE and SMOKING IS PROHIBITED IN ALL AREAS OF THE FACILITY INCLUDING APARTMENTS, HALLWAYS AND ON TERRACES Smoking is ONLY permitted in the designated area outside the building on street level. Properly dispose of cigarette butts in containers.

L12. NUMBER OF OCCUPANTS - Other than co-residents or authorized occupants, no one else may occupy the Premises. Persons not listed in the Lease may not stay in the Premises for more than two (2) consecutive days without our prior written consent, and no more than twice that many days in any one month.

L13. VISITORS - You are responsible for your guests' compliance with all of these Community Policies and parking regulations. If you allow someone access to our community or if they are in your apartment, they are considered your guest. During periods of the day/night you may need to sign your visitor in at the front desk if one is provided. Your visitor may need to leave identification. The total number of visitors a resident may host may be limited, at our complete discretion, if good citizenship and neighborly behavior, as determined by our opinion solely, is not maintained.

Two overnight guests are allowed only with the approval of all roommates. Guests who stay after 2:00 AM will be considered overnight guests. All guests staying for 48 hours for more than four (4) days in a month must be approved in writing by the office in advance. Guests may stay no more than 48 hours in a row, and the total nights allowed as a guest not to exceed twelve (12) nights in any given semester. Guests staying more than 48 hours without our permission will be considered unauthorized occupants. If you have an unauthorized occupant residing in the apartment, you will be in violation of the Lease.

L14. SOLICITATION - Solicitation is prohibited in our community.

L15. MINOR CHILDREN - Inform all other occupants in your Premises, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense when outside the Premises.

L16. APARTMENT UNITS - We recognize the importance of personalizing your apartment. However, in order to comply with fire codes (which exist for your protection and safety), to reduce the risk of accidents, and to prevent other damage to the apartment, we have established the policies that follow. If you fail to follow these policies, we may sanction you and/or charge you fees and costs.

- A. We do not allow hot plates in your apartment.
- B. We do not allow multiple-outlet, "octopus," plugs in your apartment unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.
- C. You may not use halogen lamps, candles, incense or any open flame in your apartment. If the power goes out, use flashlights only for light. Do not store flammable liquids in or around your apartment.
- D. You may not hang, stick, drill, or erect anything in, on, or about any windows if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.
- E. All decorations should be temporary in nature so as to not permanently deface or damage any of your apartment's finishes. Adhesives may be used to hang posters and other wall decorations; however, you will be charged all fees associated with the necessary removal of any such adhesives. No wall papering is permitted in your apartment. Holiday decorations may only be attached on the exterior of the apartment door and does not protrude more than 5 inches from the door into the walkway. Live Christmas trees are not permitted.
- F. Do not use nails, stickers or tape on the apartment entrance, bedroom and closet doors, or kitchen cabinet surfaces.
- G. We do not allow waterbeds.
- H. Do not hang anything from sprinkler heads (if installed). Damage to these may result in flood damage for which you will be responsible.
- I. Aluminum foil may not be placed in windows as insulation or decoration.
- J. No awning, Venetian blinds, window guards, radio television antenna, or planters shall be attached to or hung from the exterior of the building or protrude through the walls, windows, roof thereof, and no notice, advertisement, bill, poster, nameplates, illumination or other signs shall be inscribed or posted on or about the property.
- K. No air-conditioning units, washing machines or dryers shall be installed in any apartment.

L17. ROOMMATE AND NEIGHBOR COUNSELING - Conflicts occur due to a lack of communication between people and resistance to compromise. All residents agree to follow the ROOMMATE/NEIGHBOR CONFLICT RESOLUTION process:

- A. The complaining resident discusses the problem with our staff; staff will give tips on how to talk with the roommate/neighbor; the complaining resident addresses the concern directly with the roommate/neighbor.
- B. Our staff will follow up with the complaining resident. If the problem remains, a resolution meeting is held among apartment mates/neighbors and our staff. A roommate/neighbor contract may be formulated to help negotiate a compromise.
- C. Our staff will follow-up and revise the roommate/neighbor contract if needed.
- D. Only after our staff feels that the roommate/neighbor resolution process has been given a chance will changes in apartment assignments be considered. Failure to get along with roommates/neighbors is not grounds for lease termination.
- E. Roommates/neighbors electing not to work through this prescribed resolution process will be assessed a \$150.00 transfer fee to change apartments, if apartment availability allows.

L18. SATELLITE TELEVISION DISHES - You may not install a satellite television dish without our written approval.

L19. LOITERING - No one shall be permitted to loiter in any of the common or parking areas. Horseplay, running, screaming or other boisterous conduct is not permitted.

L20. IMPLIED CONSENT - All residents in an apartment/room/area will be held responsible of their behavior/objects in that apartment, room or area. In addition, residents who are not observed participating in misbehavior or in possession of inappropriate items/objects, but are in the presence of a policy violation, can be held responsible. This is called implied consent. If a resident is not present, he/she will be held responsible unless it can be clearly demonstrated that he/she had no knowledge of the violation.

L21. CHRONIC MISBEHAVIOR - A resident establishes an unacceptable pattern of misconduct when he or she is frequently in trouble, though individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem. Generally, the third violation of policy will result in a referral for eviction, but single violations, depending on the nature, may be cause for eviction at our discretion.

L22. MAIL/DELIVERIES - The mailbox receptacle may have a designated outgoing mail slot that is regularly checked by US Postal Personnel. Nothing will be affixed to the outside of the mailbox receptacles. Management is not responsible for personal property, packages or other deliveries left in walkways, at doors of units or any other undesignated place. Unclaimed packages or deliveries to our office may be returned to the sender if the resident does not pick up the package within 2 (two) weeks of notice. We will not accept deliveries of any kind for people that do not live in the community.

L23. VIDEO SURVEILLANCE - The community may be equipped with a Closed Circuit TV camera. This camera may be installed for the purpose of recording events for later viewing. If a camera is provided, the camera MAY NOT be monitored and is NOT installed for the purpose of stopping an event in progress. You should always protect yourself by always being aware of your surroundings and by being alert for dangerous circumstances. Further, since the camera and recording equipment is mechanical and requires the involvement of humans, they may not always be working properly due to mechanical or

operator problems. DO NOT rely upon this camera in any way for any purpose.

L24. LOCK-OUTS - A resident requiring assistance to enter a room during office hours will require a \$30 service fee due at the time of assistance. This same service during off or closed office hours will require a \$50 fee.

L25. HOVERBOARDS - The use, possession or storage of hoverboards or similar electronic, self-balancing skateboards or scooters and their respective charging devices is prohibited in, on and around all areas of the property.

OFFICE & MAINTENANCE SERVICES

01. OFFICE HOURS AND SERVICE PROCEDURES - Our business hours may vary during the course of the year. Please check the office hours posted at the office entrance. When the office is not open, for emergencies call the resident assistant on-call phone. The number may be posted on the office door and may be distributed to you throughout the year in various newsletters and notices. An afterhours rent box is available for messages and after-hours rental payments.

02. MAINTENANCE MANAGEMENT SYSTEM - We take pride in providing you a well-maintained home. We demand high standards of service from our suppliers, subcontractors, and service personnel. **During emergencies and in the event that a security device in your Premises is in need of repair or replacement, you should immediately submit a written work request to Manager and immediately call the Resident Assistant that is on-call.** For non-emergencies, you should submit a **written work request** in accordance with the procedures established by Manager. A written work order must be issued from our office for all service requests. Verbal requests are not allowed. Your cooperation with this policy will help us provide you better service. If you make a second request for service and do not receive service within a reasonable amount of time, please address a letter to Campus Living Villages, to the attention of Assistant Vice President of Operations, The Edge, 1001 Fannin Street, Suite 1350, Houston, Texas 77002. Only written correspondence will be acknowledged. Emergency maintenance such as, power failures, losses of heat (if the outside temperature is below 40°F), losses of air conditioning (if the outside temperature is above 90°F), and rising water may be reported by calling the on duty staff member. Promptly report water leaks and equipment malfunctions to minimize your inconvenience and property damage.

03. CARPET CARE - To reduce damage and preserve the appearance of your carpet if any is installed, you must vacuum frequently (at least weekly). Please call us immediately for special instructions and assistance in handling carpet stains or damage. Annually, upon renewal of your contract, we will shampoo your carpet at no cost, per your request.

COMMUNITY CLEANLINESS

C1. APARTMENT CLEANLINESS - You must maintain your apartment in a clean, orderly and sanitary condition at all times. Unclean conditions may create an unhealthy environment for your roommates and/or your neighbors.

- A. If we must clean your apartment to assure sanitary conditions, you must reimburse us for all costs incurred.
- B. If one apartment-mate of an apartment moves out, all apartment-mates must satisfactorily clean the apartment. If the apartment is not cleaned, an assessment of your unit will be done and all cleaning charges will be billed to you. You will receive an itemized list of all charges billed to you for this purpose.

C2. TRASH - Put all trash in tightly closed plastic bags and deposit them in the dumpsters / areas provided. Do not put trash in hallways, terraces or in stairwells. Do not put your trash in the trash cans in the courtyards or common areas. We do not provide door-to-door trash pick-up. You will be charged a \$30.00 service charge if you place any trash outside your Apartment or anywhere else on the property (other than inside the dumpsters or the trash rooms).

C3. CORRIDORS / STAIRWAYS - In abiding with the Fire Code the common corridors/stairways must not be obstructed or used for any purpose other than ingress (entering) and egress (leaving). No footwear, chairs, bikes, boxes, tires, recyclables, broken furniture, beach/surf items, trash bags or other items shall be left in the walkways or stairways. Personal items of any kind will be removed and disposed of at your risk and expense.

AMENITIES

A1. LAUNDRY FACILITIES - The Laundry Facilities are for residents only. Do not allow the general public access to this facility. When using the laundry facility, for safety reasons, you should always exercise caution and practice smart personal safety practices. The Laundry is a common area and is smoke free. If machines malfunction, please report them to the management. Clothing should be removed from machines immediately after washing and drying so other residents may use the amenity. Management is not responsible for loss of or damage to clothing removed by others, vandalism, malfunction of machines, or other causes. Additional laundry rules may be posted in the Laundry.

A2. COMMON AREA USE - We will utilize the community's common areas for a variety of educational, recreational, and social programs. These rooms and areas are also available for your use (i.e., study groups, organization meetings, etc.). For further information on utilization of these facilities, please contact our office and/or your Resident Assistant.

A3. POSTING - All signs and posters must be pre-approved by us before being posted. If approved, posters, signs, and other items can only be posted in designated areas.

A4. PARKING AREAS & PERMITS - On-site parking is available at the Edge at Avenue North for a monthly fee of \$100.00 per month. In addition:

- Abandoned and inoperable vehicles are not permitted.
- You may not store items including but not limited to, commercial vehicles, boats, campers, trailers, recreational vehicles, or personal items such as furniture, lumber, tools, sporting equipment, etc. in stalls or in any parking area, even temporarily.
- With exception of minor emergency repairs to start the vehicle (i.e. replace/jump start battery, or change a flat tire), there shall be NO mechanical repairs, maintenance, body and fender, painting, sanding (hand or machine); and car washing of any vehicle while parked at the community. Grease or oil buildup is the responsibility of the resident to clean.
- Excessive use of horns and car stereos shall not be permitted. Racing car engines are not allowed.
- No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of other vehicles. Vehicles shall be entered in the parking stall (not on lines or protruding beyond the stall lines) so as not to obstruct the exit or entrance of other vehicles. Owners of vehicles constituting a hazard will be immediately requested to remove said vehicle from the property.
- GUEST stalls are not available; the guest is to park off property.
- If a GUEST stall is designated residents may not park in the stall.
- The loading zone area, if any exists, of the parking lot shall be used for loading and unloading only. The maximum time limit shall be no longer than 15 minutes.
- Parking Pass replacement will be charged at \$25.00.
- Parking permit must be displayed in the vehicle at all times while parked on the premises.

Failure to comply with any of the Parking Rules and Regulations listed above may result in you or the owner's vehicle being towed and removed from the

community at your expense. Any expenses for damages to the Property caused by any vehicle operated or owned by you or your guest shall be paid for by the resident.

MOTORCYCLES - Motorcycles and all other motorized two or three-wheeled vehicles must be licensed for operation on public roadways. We may not allow you to use these types of vehicles on the property. All additional parking regulations listed above apply.

BICYCLES - Ride bicycles on the streets only. Do not chain bicycles to trees, fences or railings. Bikes should not be kept or stored on breezeways or in stairwells. If a bike storage room is provided for your use, it is designed to store only bicycles. Bicycles that require gasoline, kerosene or any other type of explosive material are not permitted in the bike room. Bike storage will require a one-time non-refundable bike storage fee of \$75.00, regardless when a space is assigned. This fee will be billed to your account and due at the time of the assignment to a bike space. A new fee is due and payable at the beginning of each contract term. You are responsible for the bike space and you are not allowed to store anything other than a non-motorized bike in this space. We are not responsible for bikes that are lost, stolen, damaged, or not locked/chained properly by you. Any property left in the bike space after the end of your contract term will be disposed of immediately.

A5. FITNESS FACILITY - Rules may be posted at the fitness center and you agree to follow any additional rules posted. You should consult a physician before using any fitness equipment. We urge you to be considerate of others and wipe down equipment after its use. You agree to report any damaged or broken equipment to the management office immediately, so that the equipment may be placed "Out Of Service" until repairs have been made. You will not attempt to make any repairs to the equipment myself. You understand that the use of these facilities is a privilege that may be revoked if I abuse the equipment or the guidelines.

A6. NETWORK ACCEPTABLE USE POLICY - As a condition of your continued access to Wi-Fi and/or wired network (the "Network") at the Property you acknowledge and agree to the terms of use set forth in this Network Acceptable Use Policy ("Policy"). Owner hereby grants you revocable permission to access and use the Network pursuant to the terms of this Policy. If you are found to have violated this Policy, Owner and/or Manager reserve the right to take any action that it, at its unilateral discretion, sees fit, including, but not limited to, revoking your network access and terminating your Lease. As a condition of accessing the Network, you hereby agree to indemnify, defend or otherwise hold harmless Owner and Manager from and against any and all claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by Owner and/or Manager as a result of any uses of the Network or breaches of this Policy by you. You acknowledge and agree that you shall be personally liable to Owner, Manager and/or any third parties for any harm, damages (monetary or otherwise), civil liability, criminal liability or the like resulting from and/or caused by your use of the Network or violation of this Policy. Neither Owner nor Manager shall be liable to you or any third party for any claims, liabilities, obligations, damages, costs, expenses, fees, actions, and/or suits (including without limitation reasonable attorneys' fees), demands, and causes of action incurred or suffered by you as a result of your uses of the Network, and you hereby waive any and all claims against Owner and/or Manager regarding the same. Owner and Manager not responsible for your unofficial uses of Network resources, including, but not limited to, your use in connection with e-mail and/or personal Web pages.

If you are found to have violated this Policy, you may also be in violation of University policies, including the University's Code of Conduct. Owner and Manager reserve the right to report any violation of this Policy to appropriate University authorities, and you may be subject to separate disciplinary action by the University for any such violations. You will not take any adverse action against Owner and/or Manager for reporting any violation or suspected violation of this Policy by you to the University.

You agree to cooperate fully with any investigation or inquiry by Owner, Manager, the University or any other third party (including intellectual property rights holders) regarding a violation or suspected violation of this Policy by you or anyone else. Failure to cooperate will constitute a breach of this Policy and may result in disciplinary action, including, but not limited to revocation of Network access and/or termination of your lease with Owner.

Password sharing is strictly prohibited. Users shall be responsible for choosing safe passwords, ensuring their file and other account protections are set correctly, and for all use of accounts and user-IDs assigned to them.

Prohibited Uses

When using the Network, you will not:

- Seek to gain unauthorized access to information resources or enable unauthorized access to this Network or any other network or resources by others.
- Send, view or download fraudulent, harassing, obscene (i.e., pornographic), threatening, or other messages or material that are a violation of applicable law.
- Violate copyright law, the intellectual property rights or other rights of any third party.
- Use or otherwise exploit copyrighted materials in any way that breaches or violates the applicable license or purchase agreement.
- Use Network resources for any illegal or criminal purpose.
- Enroach, disrupt or otherwise interfere with access or use of the Network by others, including, but not limited to, sending bulk unsolicited emails or engaging in any other activities that vandalize, damage, or otherwise compromise the Network.
- Violate the terms of use of third party websites, including, but not limited to social media websites, blogs or chat rooms.
- Use Network resources for any for-profit or not for profit commercial purposes, including, but not limited to advertisements, solicitations, promotions or other commercial messages.
- Attempt to gain root access or access to any account not belonging to you on any third party property or University network system.
- Attempt to gain access or access to restricted databases.
- Violate any University rule or policy.
- Attempt to "hack," crack or otherwise gain access to third party networks or systems.
- Attempt to alter or delete or alter or delete software, hardware, communications and/or data belonging to any third party without authorization.
- Browse, access, copy, or change private files without authorization.
- Attempt to modify or modify the Network or Network software in any unauthorized manner.
- Use, provide or otherwise supply or distribute invasive software, including "worms" and/or "viruses."
- Attempt to damage or disrupt operation of computer equipment, data communications equipment, or data communications lines is prohibited.
- Take any action that adversely impacts the Network, including gratuitous consumption of system resources (disk space, CPU time, and bandwidth).

Reporting Violations and Other Terms

- As a condition of your continued Network access, you agree:
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- To adhere to all posted Network policies, procedures, or protocols as may be communicated and/or modified from time to time at Owner's sole discretion.
- To immediately report any known or suspected violations of this Policy to Owner and Manager at 1601 N. 15th Street, Philadelphia, PA 19121, Attention: General Manager and 1001 Fannin, Suite 1350, Houston, Texas 77002, Attention: Legal Counsel.
- To immediately report any known or suspected defects in Network accounting, concerns with Network security, or suspected unlawful or improper Network activities to Owner and Manager at the addresses listed above.