

## Acceptable Use Policy

This Acceptable Use Policy applies to communications services ("Services") delivered by Erwin Utilities, a Board of the Town of Erwin, Tennessee ("EU"). This policy is designed to encourage our customers and others ("Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services. By using Erwin Utilities and Erwin Fiber's service, you consent to be bound by the terms of this policy.

### General Conduct

EU's network and the Services may be used only for lawful purposes. EU is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. Users are also subject to the acceptable use policies, as amended from time to time, of any third party provider of Services to EU.

### Internet Services

For Business and Residential internet customers, EU reserves the right in its sole discretion to enforce bandwidth allotments if a customer's usage exceeds ten (10) times the average usage for the customer's specific customer classification. If you have exceeded the appropriate level of internet usage in any given month, EU will notify you by phone or in writing. You agree to change products or pay additional usage charges upon notice from EU. Commercial and wholesale customers may choose either Business or Professional Internet depending upon customer needs, which will be assessed with an EU sales representative.

#### Residential Internet

- Designed to allow low cost access to the internet
- Best Effort Service (no Service Level Agreement)
- Maintenance and upgrades performed as needed
  - Typically, maintenance will be performed between 2:00am to 6:00am, but may be at other times depending on need
  - Advance notification of planned upgrades and maintenance is not required
- Limitations on Use
  - Resale
  - Web Hosting
  - Wi-Fi supplied by EU
  - Customer may use their own router with no restriction. EU will not offer any technical support on non EU owned equipment
  - Outbound ports blocked by default. Upgrade to Business internet is required for a public IP address

### Business Internet

- Designed to allow low cost access to small businesses that do not require internet to drive revenue or performance
- Best Effort Service (no Service Level Agreement)
- Network design is similar to residential with similar usage patterns expected
- Maintenance and upgrades performed as needed
  - Typically, maintenance will be performed between 2:00am to 6:00am, but may be at other times depending on need
  - Advance notification of planned upgrades and maintenance is not required
- Limitations on Use
  - Resale
  - Web Hosting
  - Wi-Fi supplied by EU
  - Customer may use their own router with no restriction. EU will not offer any technical support on non EU owned equipment
  - Outbound ports blocked by default but a public IP can be provided if requested

### Professional Internet

- Designed as a product for 24/7 use with revenue and/or production impacts when down
- Service Level Agreement
- Speed Purchased = Committed Information Rate
- System is physically designed to assure purchased speed is delivered
- Premium Service
- Priority Support and Dedicated Customer Support Resources
- Escalation Path and Contact Information
- Static IP Addresses Included
- 7 Day advance notice provided prior to planned maintenance or upgrades
- Emergency EU Site/Service Usage (Up to 1 month)

### **User Responsibility for Content**

EU does not assume any responsibility, control, oversight, ownership, or other interest in the e-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of EU. Users are and shall remain solely responsible for such electronic information.

## **E - Mail**

Users may not send unsolicited e - mail messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e - mail account on EU's Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send e- mail messages which are excessive and/or intended to harass others, (b) continue to send e- mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e- mail with forged packet header information, (d) send malicious e- mail, including, without limitation, "mail bombing," (e) send e- mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e -mail box exclusively as a storage space for data.

EU reserves the right in its sole discretion to enforce email storage caps depending upon your level of usage and the level of Services(s) purchased. If you have exceeded the appropriate level of email storage, EU will notify you by phone or in writing, and you agree to reduce the amount of email storage or to enforce storage caps.

## **Forum Posts and Blogs**

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross - posting, multiple- posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

## **Notice and Procedure for Making Copyright Infringement Claims**

If you believe that any material on the EU websites has infringed your copyrighted material or that EU is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement. This information does not take the place of advice from your legal counsel. EU is providing this information to you and your Users for informational purposes only.

## **Rejection/Removal**

EU reserves the right to reject or remove any material residing on or transmitted to or through the Services that EU, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. EU may immediately remove content if EU believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. Upon EU's request, Users shall terminate service to any third party user or agent who, in EU's sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

### **System and Network Security**

Users are prohibited from violating or attempting to violate the security of EU, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e- mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. EU may investigate occurrences that may involve such violations, and EU may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

### **Suspension or Termination**

Any User which EU determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at EU's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that EU may immediately suspend or terminate such User's service without issuing such a warning if EU, in its sole discretion deems such action necessary. If EU determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and EU may take such further action as EU determines to be appropriate under the circumstances to eliminate or preclude such violation. EU shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from EU's exercise of its rights under this Policy.

### **Service Monitoring**

EU has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if EU, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers.

### **Privacy**

Any User interacting with our site and providing EU with name, address, telephone number, e- mail address, domain name or URL or any other personally identifiable information permits EU to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning users of EU shall be kept in accordance with EU's then- applicable Privacy Policy and the requirements of applicable law.

### **Modification**

EU reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

### **No Waiver/Severability**

Any failure of EU to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.