

# **HBC Internet Acceptable Use Policy**

Hiawatha Broadband Communications, Inc. (HBC) provides Internet access, e-mail, hosting and other web site-related services (services) to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, HBC has developed the following Acceptable Use Policy (AUP) for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by HBC. A customer by virtue of using the services acknowledges and agrees to the terms outlined in this document. This AUP may be revised in part or in full at any time by HBC. Continued use of services offered by HBC after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions that may have been made to the AUP.

## **Content**

All services provided by HBC may be used strictly for lawful purposes. HBC does not monitor, censor, edit or take any responsibility for customer content or communications from within the network controlled by HBC except in as much to determine if violations of the AUP have occurred once a suspected violation has been brought to the written attention of the Abuse Team at HBC.

Customers are fully and solely responsible for the content and use of their service as provided by HBC and every customer should ensure that his/her use falls within the guidelines of this AUP.

HBC cannot and will not monitor, censor, edit or otherwise interfere with information or content customers may retrieve from sources outside the HBC network even when such information is made available to customers through the use of material deliverable to any site or service maintained by HBC, such as via email. Because of this, HBC will not be responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal, or otherwise unsuitable in the view of the customer. Customers further agree to indemnify and hold harmless HBC or any of its subsidiaries from claims resulting from the use of any provided service which damages the customer of any other party.

## **Commercial Advertising – Email**

The sending of unsolicited email (spamming) from a HBC server or referencing a domain hosted by HBC in any spam, whether originating from the HBC network or not, is forbidden. Should any such abuses be found, HBC reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or otherwise provide access to spam software products or email lists or products that are solely for the purpose of extraction or sale of email addresses or which are used to send bulk email are not permitted on any HBC server.

## **Misuse of System Resources**

To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the HBC network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the web site of an account; use of any provided mail services other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

## **Illegal or Indecent Content**

Use of any HBC service to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

## **Intellectual Property**

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets held by any third party entity is prohibited. HBC is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the HBC network. In no instance will HBC be responsible for individual site material for which no authoritative documentation has been provided.

## **Other Activities**

Any activity not defined above but judged by HBC at its sole discretion to be harmful to other customers or general operations of the network will be addressed on a case by case basis.

## **Consequences of Unacceptable Use**

HBC reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Notification of a copyright infringement will be delivered in electronic and written format. HBC will be required to disclose customer information in response to a properly issued subpoena. In the event HBC receives a second Notice of Infringement, Internet service will be suspended for a minimum of ten days or until adequate assurances have been provided to HBC and complaining party that the alleged infringing activity has stopped. After three notices are received service may be terminated if a court finds the Internet Subscriber liable for infringement violations. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of customer, shall be considered violations of this policy by customer.