

# ACCEPTABLE USE POLICY

## 1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of any of the GeorgiaSpeed services provided by the Fort Valley Utility Commission (Hereafter known as GeorgiaSpeed), whether you subscribe to the Service or not, and you agree to all the terms set forth herein.

GeorgiaSpeed generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, GeorgiaSpeed and its agents have the right at their sole discretion to remove any content that, in GeorgiaSpeed's judgment, does not comply with the Rules of User Conduct or is otherwise harmful, objectionable, or inaccurate. GeorgiaSpeed is not responsible for any failure or delay in removing such content

If a GeorgiaSpeed.net Internet Service account is involved in a violation of these policies, we reserve the right to suspend or terminate Service without notice. Our preferred course of action would be to advise the account owner of the inappropriate behavior and any corrective action that may be necessary. However, repeated or flagrant violations of these policies may result in immediate termination of Service.

In the event that an account is deactivated or canceled as a result of any activities proscribed by these policies, the account may be subject to set-up fees, reactivation charges and/or deposit requirements to be determined by GeorgiaSpeed if such account is permitted to be re-activated or re-established. Users whose accounts have been canceled for misuse or violation of the Service Agreement or these policies are not entitled to re-register for the Service without express written approval from GeorgiaSpeed outside the normal flow of the registration process. Any further registrations for the Service by or for the user whose account has been terminated for such activities may be rejected or the new account(s) may be terminated upon discovery, and such further registration or use may subject the user to additional account set-up, analysis, monthly usage and/or termination charges for each such registration in amounts to be determined by GeorgiaSpeed.

GeorgiaSpeed may take such action as it deems appropriate against any subscriber or account user for violations of the Service Agreement or of these policies. However, there is no promise or obligation on our part to monitor or police any such activity and GeorgiaSpeed will have no liability to any party for any other party's violation of these policies or the Service Agreement.

## 2. VIOLATIONS

The following constitute violations of ISP's AUP:

- A. Using the Service to gain unauthorized access to any computer systems.
- B. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- C. Using the Service to interfere with access to the Internet by other parties or disrupt the network used by ISP.
- D. Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.

- E. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- F. Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- G. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
- H. Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- I. Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.
- J. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- K. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- L. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- M. Using the Service to harm minors in anyway.
- N. Reselling the Service without ISP's authorization.
- O. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use GeorgiaSpeed Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.
- P. By posting information in or otherwise using any communications service, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through this site, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content -- including text, communications, software, images, sounds, data, or other information -- that is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates GeorgiaSpeed's rules or policies.
- Q. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.
- R. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- S. Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

- T. Impersonates any person or entity, including any employee or representative of GeorgiaSpeed.
- U. You also agree that you will not harvest or collect information about the users or members of this site or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications.
- V. You further agree that you will not knowingly solicit or collect personal information from a child 12 years old or younger without appropriate prior verifiable parental consent.
- W. Sending large volumes of unsolicited e-mail to a single user, or group of users, commercial or otherwise, by Service users is prohibited.

### **3. Facility Usage**

Subscribers may only use those GeorgiaSpeed® Internet Service online and computing facilities and Service areas which have been authorized for subscriber use. If access is protected by a password, subscribers are not to make this password available to others or use the password(s) of others to gain access to such areas. Subscribers may not attempt to find out the password of another user, nor aid such attempt by any other person.

Subscribers may use GeorgiaSpeed® Internet Service online and computing facilities and Service areas only for authorized purposes.

Subscribers may not attempt to interfere with the proper or intended operation of any computing facility.

Subscribers may not attempt to subvert -- or aid others to subvert -- the security of any computing facility.

Subscribers may not interfere with use by any other authorized user, nor compromise the confidentiality of GeorgiaSpeed's or any other party's internal business practices or records.

Any attempts, whether successful or not, to gain access to any computer system or customer's data without consent is prohibited.

### **4. E-mail**

Users may receive announcements from time to time from GeorgiaSpeed via e-mail regarding various aspects of the Service, including without limitation notices of feature upgrades or changes, Service-affecting issues or events, special offers for Service users from GeorgiaSpeed distribution partners or other parties, etc.

### **5. Harassment**

Sending outrageously threatening or harassing e-mail (for example, making terroristic threats, or threatening physical injury or damage to persons or property), especially after being requested to stop, is prohibited. However, not every "flame" message or angry exchange of e-mail can automatically be considered harassment. GeorgiaSpeed is not responsible for the content or tone of any e-mail or other

transmissions of the subscribers to its Service or other parties using the Internet, and subscribers or others should not expect that GeorgiaSpeed will attempt to mediate or otherwise become involved in any particular disagreement or dispute between Internet users. However, GeorgiaSpeed will cooperate with appropriate law enforcement agencies involved in investigating instances that may be reported to such authorities by subscribers or other users who believe they are being subjected to potentially unlawful harassment.

## **6. Other E-mail related issues**

- A. Subscribers also may not engage in the following activities while using the GeorgiaSpeed® Internet Service:
- B. Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for other parties;
- C. Mailing or sending files that contain copyrighted, commercial software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the user owns or controls the rights thereto or has received all necessary consents;
- D. Knowingly or maliciously transmitting files that contain a virus or corrupted data;
- E. Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- F. Publishing, posting, distributing or disseminating defamatory, infringing, obscene or other unlawful material or information;
- G. Using the GeorgiaSpeed® Internet Service or systems to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others;

## **7. Web Sites and Links**

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "GeorgiaSpeed", (b) the link must "point" to the URL "<http://www.GeorgiaSpeed.net>" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by GeorgiaSpeed, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) GeorgiaSpeed may, in its sole discretion, revoke consent to link to our website at any time. All other hypertext links to the Web site must be approved in writing by GeorgiaSpeed.

You may not use your web space to provide material, or links to material, that is grossly offensive to the Web community. This includes:

Blatant expressions of bigotry, racism, hatred, or profanity;

Promotion or display of instructional information supporting illegal activities; this includes, but is not limited to, instructions for the building or use of weapons, propagation of "spam" email and/or computer viruses, or any material that infringes the intellectual property rights of third parties;

Promotion of physical harm or injury against any group or individual;

You may not password protect any link provided on any of your pages located on the GeorgiaSpeed server;

Your Web Pages may not contain, nor contain links to, any of the following:

Sex, pornography, obscene material, tasteless images. This includes anything considered adult material and any form of child pornography;

Hate propaganda;

Anything illegal including, but not limited to, illegal software, warez or hacked software, serial numbers, mail fraud, or pyramid schemes;

Material insulting, or that could be considered defamatory or libelous, to other persons, institutions or companies;

Material that exploits children;

Material which attempts to collect personal information about users;

Materials infringing the intellectual property rights of third parties (including, but not limited to, trademarks, domain names, personality rights, names of individuals, publicity rights, logos, graphics, designs, films, and music), those which allow the circumvention of revenue rightfully due to a manufacturer for the sale of a product or the disabling of installed copy protected devices, and all other forms of cracker utilities, are strictly forbidden;

You may not use your web space for 'data warehousing' ; that is, using our space as storage for large files which are only linked from other sites;

You may not use unsolicited email to promote your site;

GeorgiaSpeed reserves the right to block or delete any site due to inappropriate behavior by the webmaster towards GeorgiaSpeed, its staff or its users, which has been validated on public or private forums;

You may not copy or reproduce any page, image or other content without the express prior consent of the original copyright owner of that content;

Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.

Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.

Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, , corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.

Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.

Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.

Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.

Restrict or inhibit any other user from using and enjoying the Communication Services.

Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.

Harvest or otherwise collect information about others, including e-mail addresses.

Violate any applicable laws or regulations.

Create a false identity for the purpose of misleading others.

Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of an GEORGIASPEED Site/Service(s) or other user or usage information or any portion thereof.

## **8. Harassment**

E-mail harassment is prohibited. Harassment is defined as sending unsolicited messages which interfere with others' enjoyment of the Internet. A message does not need to be overtly threatening or have obscene content to qualify as harassment. Unlike threatening messages, harassing mail can sometimes be the unintended result of mail repeatedly sent to a misspelled or otherwise incorrect address, a poorly maintained mailing list or indiscriminate use of the "reply to all" function. You can avoid unintentionally harassing other Internet users by:

Making sure you know all the people to whom your message is addressed before sending it;

Making sure that the addresses entered in your Address Book are entered correctly;

NOT selecting "Reply to All" without knowing who all the recipients are and being sure that they welcome mail from you; and

Refraining from e-mailing any person who has stated that he or she does not wish to receive mail from you.

## **9. REPORTING VIOLATIONS OF GEORGIASPEED'S AUP**

GeorgiaSpeed requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: [abuse@GeorgiaSpeed.net](mailto:abuse@GeorgiaSpeed.net).

If available, please provide the following information:

The IP address used to commit the alleged violation

The date and time of the alleged violation, including the time zone or offset from GMT

Evidence of the alleged violation

E-mail with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

GeorgiaSpeed may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

## **10. REVISIONS BY ISP OF THIS AUP**

ISP reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement. **GEORGIASPEED RESERVES THE RIGHT TO CHANGE THIS AGREEMENT AT ANY TIME BY POSTING CHANGES ONLINE AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF ANY CHANGES. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE IN THE "GEORGIASPEED HELP & SUPPORT" AREA TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF GEORGIASPEED AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY THE POSTED CHANGES.** This Agreement takes effect on the date on which you accept this Agreement and continues until your GEORGIASPEED subscription is terminated either by you or by GeorgiaSpeed

## **11. Acceptable Use Policy Modifications**

GeorgiaSpeed reserves the right to modify its Acceptable Use Policies at any time at its discretion. Such changes, or notice thereof, will generally be posted online on the Service or otherwise electronically transmitted to users over the Service. A subscriber's use of the Service after such posting or other notice shall constitute acceptance of such policies by the subscriber.

**We support your Freedom of Speech and expression; however, we ask that you understand that there is a responsibility associated with this right.**