



CDE Lightband Internet Service Acceptable Use Policies

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1. Introduction

This AGREEMENT, CDE Lightband Acceptable Use Policy (AUP), is designed to protect the user, the Service, CDE Lightband Network, and the Internet community as a whole from improper and/or illegal activities over the Internet. The goal is to use the AUP to improve Services and Service offerings.

2. General

Services and Charges

The rates and charges for the Service shall be in accordance with CDE Lightband's rate schedule as in effect from time to time, a copy of which will be available on-line on the Service or otherwise shall be provided to you upon request. You will be billed monthly for usage of the Service and for any other service utilized by you or other users of your account which are billed for by CDE Lightband in connection with the Service (including any applicable taxes), directly by CDE Lightband, by electronic funds transfer (EFT) or through your designated credit card company except in such cases where CDE Lightband's service is considered a bulk account, i.e. there is a separate contract with the owner of the property or Homeowner's association. If paid by credit card, the terms of the applicable credit card agreement will apply. Otherwise, payment for the Service and any such other services billed by CDE Lightband, including any applicable taxes, shall become delinquent if not received by CDE Lightband or its billing agent, on the close of business on the twenty first (21st) day (fifteenth day (15th) for EFT payments) after the billing is rendered. Service charges for late payments, returned checks or non-paid EFT transactions shall be in accordance with the CDE Lightband's rate schedule as in effect from time to time.

Misuse of Subscriber Account

Internet access accounts cannot be transferred or used by anyone other than the subscriber and members of the subscriber's immediate family. Unless otherwise specified in the CDE Lightband Internet Service subscriber's pricing plan agreement, account and connection sharing (other than among immediate family members within the same dwelling) is strictly prohibited. You agree that you will be the only user of your account ID and password and that you will not transfer or disclose either your account ID or password to any other person (except that you may at your own risk and on your own responsibility permit other members of your family or business associates to access the Service using your account ID and password), and that you will be responsible for all usage of the Service and any other services access through the Service on your account whether or not authorized by you. Unless otherwise specified in the CDE Lightband Internet Service subscriber's pricing plan agreement,

no more than one login session can be active at a time on a subscriber's account. Accounts which have been transferred to other parties, or which show other activity in violation of this condition, may be terminated without notice. CDE Lightband will not provide technical assistance to subscribers who are or are attempting to use or set-up a router or switch except where expressly permitted under other contractual obligations.

3. Violation of Acceptable Use Policy

Service, Network, and System Interference

Subscribers may not attempt to interfere with or compromise the operation of CDE Lightband's network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system.

Subscribers may not use CDE Lightband Internet Service in a manner that adversely affects the availability of its resources to other CDE Lightband customers.

Privacy

It may be necessary for CDE Lightband employees or representatives to examine system operational and accounting logs and other records to resolve Service-related problems.

In addition, CDE Lightband will cooperate with the appropriate legal authorities or other parties as allowed by law in investigating claims of illegal activity, including but not limited to illegal transfer or use of copyrighted material, postings, or e-mail containing threats of violence, or other illegal activity.

CDE Lightband makes no guarantee and assumes no liability for the security of any data on any server including those designated as "secure servers."

No computer system can be completely protected or should be considered 100% safe from intrusion. E-mail and other data transmissions over the Internet may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, such information is only as secure as the encryption method used.

CDE Lightband does not generally monitor the activity of accounts except to measure system utilization and accumulate billing records. However, in our efforts to protect the integrity of our Service and fulfill any responsibility we may have as good citizens within the Internet community, if we become aware of inappropriate use of CDE Lightband Internet Service we may respond accordingly. Results of investigations conducted by the CDE Lightband Internet Services Abuse team are private, confidential and are not released except as required by law.

Censorship

CDE Lightband does not intend to censor the content of social media or other communications passing through its systems. Software tools are available to screen a subscriber account's access to social media and Websites that might be considered offensive. It is the subscriber's responsibility to make use of such tools if desired.

Social Media postings and other e-mail messages sent via CDE Lightband Internet Service and the Internet are communications between the senders and consenting receivers thereof, and CDE Lightband has neither the authority nor the responsibility to regulate their content. The views and comments expressed by CDE Lightband Internet Service subscribers or other senders of such postings or messages are solely those of their authors and do not reflect any review, approval or

endorsement by CDE Lightband. CDE Lightband will, however, attempt to assist subscribers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and who notify CDE Lightband of the problem.

Conduct with a Minor

Subscribers shall not knowingly collect or solicit personal information from a minor or use this Service to harm a minor. A minor is defined as any person under the age of 18 years.

Illegal Activity

Internet access and all other Services provided to CDE Lightband Internet Service subscribers may be used for lawful purposes only, and use by a subscriber of CDE Lightband Internet Service for the transmission or storage of any information, data, or material in violation of any federal or state regulation or law (including, but not limited to, material protected by copyright, trade secrets, and information that is confidential as a matter of law) is strictly prohibited. The subscriber may not use CDE Lightband Internet Service to transmit or store any information, data, or material that is threatening, libelous, obscene, or personal matters concerning any person.

4. LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES

Your use of the Service is at your own risk. Neither CDE Lightband nor any of its underlying service providers, information providers, licensors, employees, or agents, warrants that the Service will be uninterrupted, or error free; nor does CDE Lightband or any of its underlying service providers, information providers, licensors, employees, or agents, make any warranty as to the results to be obtained from the use of the Service. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER CDE Lightband NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD CDE Lightband RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM CDE Lightband MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE). YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND THE INTERNET. CDE Lightband DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO THE SERVICE, ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY, AND CDE Lightband SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION.

It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided through the service or on the internet generally. CDE Lightband does not warrant that the service will be uninterrupted or error-free or that defects in the service will be corrected. You understand further that the internet contains unedited materials some of which are sexually explicit or may be offensive to you. You access such materials at your own risk. CDE Lightband has no control over and accepts no responsibility whatsoever for such materials. The information available through the interconnecting networks may not be accurate. CDE Lightband has no ability or authority over the material. CDE Lightband makes no warranty of any kind, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or information residing on or passing through these networks. Use of information obtained from or through CDE Lightband services is at the risk of the account holder.

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for CDE Lightband to use commercially reasonable efforts to effectuate an adjustment or repair of the Service and, in the event such downtime exceeds twenty-four (24) consecutive hours, the account holder has the right to request a pro-rata refund or credit of or against any charges otherwise payable for the Service for the period of Service downtime.

Indemnification by User

You shall indemnify and hold harmless CDE Lightband and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

5. Prohibited Activities

No Resale/Sharing of Services

For business accounts, the business is prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement. For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests.

Copyright Infringement

Intellectual Property/Use of Material

Subscribers should be aware of the law of copyright as it affects computer software and other information or materials available or accessible on the Internet. A formal copyright notice need not be in evidence for legal copyright protection to be in force.

- Offering or facilitating the offering of pirated computer programs, links to such programs, serial or registration numbers for software programs or pirated copyrighted content, including authorized copies of music, video or other media files, whether through social media or file sharing programs or services;

- With regard to certain allegations of intellectual property infringement, CDE Lightband, as an Internet Service Provider (ISP, may be required to release, under the subpoena provisions of the Digital Millennium Copyright Act (DMCA), information to a copyright holder about one or more of CDE Lightband Subscribers. DMCA violation notifications should be sent to abuse@clarksvilledc.com

While it is not CDE Lightband's intent to monitor, control or censor communications on its Service, when CDE Lightband becomes aware of a violation of its Policy, CDE Lightband may take such actions as it deems appropriate to investigate and address the violation. Although CDE Lightband will make reasonable efforts to provide notice so that violations may be addressed voluntarily, CDE Lightband reserves the right to expeditiously remove or disable access to offending materials and/or terminate Service without notice if it believes in its sole discretion that there has been a copyright or other property rights infringement. Refunds, credits or other forms of compensation are not issued in connection with action taken for violations of CDE Lightband's Internet Service's Acceptable Use Policy.

If you believe, in good faith, that CDE Lightband should be notified of a potential online copyright infringement occurring on a Website hosted by CDE Lightband, please send notifications to abuse@clarksvilledc.com

Social Media and E-mail

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating email, is a violation of this AUP.

Notices from CDE Lightband

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

Harassment

Communicating threats or harassment (for example, making terrorist threats, or threatening physical injury or damage to persons or property), via social media and email, especially after being requested to stop, is prohibited. CDE Lightband 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.

Viruses, Worms, Trojan Horses

Subscribers also may not engage in the following while using the CDE Lightband Internet Service:

Through action or inaction allowing the transmission of files that contain a virus or corrupted data which may have a detrimental impact on our network or on other subscribers.

In order to protect our subscribers and our network, CDE Lightband may suspend and/or cancel a subscriber's account if we believe that it is transmitting a virus to other Internet users or our network.

6. Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. CDE Lightband has no responsibility for any material created on the CDE Lightband network or accessible using IP Services, including content provided on third-party websites linked to the CDE Lightband network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by CDE Lightband of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

7. AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP will be regarded as a material breach and may result in CDE Lightband taking actions, which may either be a warning, a suspension or termination of Customer's services. When reasonably possible, CDE Lightband may provide Customer with a notice of an AUP violation allowing the Customer to promptly correct such violation.

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee applicable to agreements made and to be performed in Tennessee. You agree that any legal action or proceeding between CDE Lightband and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Tennessee. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. CDE Lightband's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be constructed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. CDE Lightband may assign its rights and duties under this Agreement to any party at any time without notice to you.

Term

This Agreement for the use of the Service will be in effect from the date your completed registration is accepted by CDE Lightband. This Agreement and your use of the Service may be terminated by either you or CDE Lightband at any time by written notice to the other, or by CDE Lightband at any time with or without notice for your non-payment or other default.

Acceptable Use Policy Modifications

CDE Lightband 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.

8. Contact Information

Any party seeking to report a violation of this AUP may contact us via email at abuse@clarksvilledc.com

Notices or counter-notices related to AUP violations should be directed to the following designated department:

CDE Lightband
Attn: AUP Abuse (Broadband)
2021 Wilma Rudolph Blvd
Clarksville, TN 37040