

Clarksville Connected Utilities

Acceptable Use Policy

June 6, 2024

I. INTRODUCTION

The Acceptable Use Policy (“AUP”) of Clarksville Connected Utilities, as specified in this document, governs the use of internet-related services provided by Clarksville Connected Utilities.

By using any Service, you agree to abide by and be bound by the terms and conditions of the AUP. The AUP may be revised by Clarksville Connected Utilities at any time by posting on our website.

The term “Service” refers to any internet-related service you receive from Clarksville Connected Utilities or its affiliates including but not limited to high-speed internet access, dedicated internet access, voice over internet protocol (“VoIP”) phone service, managed service, web hosting, data center hosting, enterprise hosting, or unified messaging.

II. VIOLATION OF THE ACCEPTABLE USE POLICY

Violation of the AUP may result in Clarksville Connected Utilities taking actions ranging from a warning to a suspension of privileges or termination of Services. Clarksville Connected Utilities may but is under no obligation to:

- (i) provide you with advance notice of an AUP violation, via e-mail or otherwise, and
- (ii) request that such violation be immediately corrected prior to taking action.

Clarksville Connected Utilities reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order or other legal requirement that certain conduct be stopped or when Clarksville Connected Utilities determines, in its sole discretion, that the conduct may:

- expose Clarksville Connected Utilities to sanctions, prosecution, or civil action;
- cause harm to, or interfere with, the integrity or normal operations of Clarksville Connected Utilities’ networks or facilities;
- interfere with another person’s use of Clarksville Connected Utilities’ services or the internet;

- damage or disparage the reputation of Clarksville Connected Utilities or its services;
or
- otherwise present a risk of harm to Clarksville Connected Utilities or its customers or their employees, officers, directors, agents, or other representatives.

Clarksville Connected Utilities (i) may refer potential violations of laws to the proper authorities; (ii) may cooperate in the investigation of any suspected criminal or civil wrong; and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake.

Clarksville Connected Utilities assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice.

Clarksville Connected Utilities shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from Clarksville Connected Utilities' exercise of its rights under the AUP.

III. PROHIBITED USES AND ACTIVITIES

General Use Policy

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning the Services. If Clarksville Connected Utilities is alerted to or otherwise becomes aware of violations or potential violations of the AUP, Clarksville Connected Utilities will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of E-Mail; Spamming

Mass e-mailing and "mail-bombing" (i.e., sending mass e-mails or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations, and usage will be judged by Clarksville Connected Utilities by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713, or of any state or federal law regulating e-mail, is a violation of the AUP. Clarksville Connected Utilities reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For

purposes of the AUP, such violations are determined by Clarksville Connected Utilities in its sole discretion.

No Resale/Sharing of Services

You are 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 Clarksville Connected Utilities.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. For business accounts, except as provided in any applicable agreement with Clarksville Connected Utilities, you agree that you will not make the Service available to anyone other than your business or your business's authorized employees or guests.

IV. CUSTOMER CONDUCT

Facilitating a Violation of the AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of the AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

Illegal Activity; Tortious Conduct

Any use of the Services to violate any local, state, or federal law or regulation also violates the AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive, or obscene materials;
- Using the Services to deliver spyware, or to secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution, or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or User's Network ("USENET") postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or internet service provider ("ISP") that you access through the Services;

- Threatening, harassing, abusing, or intimidating others;
- Engaging in any illegal or other activity that Clarksville Connected Utilities determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items, or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, or harassing, or which damages the name or reputation of Clarksville Connected Utilities.

Third Party Rules

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites, or other services that promulgate rules, guidelines, or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of the AUP. Clarksville Connected Utilities reserves the right not to accept postings from newsgroups where Clarksville Connected Utilities has actual knowledge that the content of the newsgroup violates the AUP.

V. NETWORK MANAGEMENT

As permitted by law, Clarksville Connected Utilities may establish appropriate limitations on bandwidth, data storage, or other aspects of the Services by amending the AUP. Subscribers must comply with all such limitations prescribed by Clarksville Connected Utilities.

Network Security

It is your responsibility to ensure the security of your network and the equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of the AUP. You are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the Clarksville Connected Utilities network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior, or engaging in any type of fraudulent conduct.

You may not, through action or inaction (e.g., failure to secure your network), allow others to use your network for illegal, fraudulent, or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that Clarksville Connected Utilities construes to be in is in violation of the AUP.

- **Responsibility for Content** - You are responsible for any content you offer or receive through the Service.
- **Password Security** - If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.
- **Web Hosting and Data Center Hosting Surveillance** – Clarksville Connected Utilities performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Clarksville Connected Utilities will not, as an ordinary practice, proactively monitor your activities for violations of the AUP, there may be instances in which Clarksville Connected Utilities through its routine surveillance finds violations of the AUP and, in such cases, Clarksville Connected Utilities reserves the right to take whatever action it deems appropriate in its sole discretion.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of the AUP may contact Clarksville Connected Utilities via e-mail at: fiber@clarksvilleconnected.net.

Contact for Copyright Infringement

Clarksville Connected Utilities complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 U.S.C. § 512 (“Act”). As required by the Act, Clarksville Connected Utilities has a policy that reserves its right to terminate services to subscribers who repeatedly infringe copyrights.

If Clarksville Connected Utilities receives a determination that any subscriber or account holder has infringed another's copyright through the use of Clarksville Connected Utilities' system or network, Clarksville Connected Utilities reserves the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Clarksville Connected Utilities accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Clarksville Connected Utilities
Email: fiber@clarksvilleconnected.net