

## **Harris Broadband LP™ Acceptable Use Policy**

The following Acceptable Use Policy (“AUP”) applies to your use of Internet access service and related services provided by Harris Broadband LP (“Harris Broadband”) as well as the Harris Broadband website and all related or ancillary websites (individually and collectively “Service”). This AUP is in addition to any terms of service or other agreements you may have with Harris Broadband. Harris Broadband may also be referred to as “we,” “our” or “us.” The terms “you” and “your” refer to users of the Service, whether or not such user is a Customer.

We may modify this AUP at any time without prior notice by posting a revised AUP on our website at [www.harrisbb.com/policy/](http://www.harrisbb.com/policy/) and such changes may have immediate effect. For this reason, you should consult our webpage regularly to ensure that your actions are in compliance with the currently effective AUP. In the event of any conflict between this Acceptable Use Policy and any other agreement with us, this AUP shall govern.

You agree that, if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

### **1.0 Introduction**

1.1 This AUP is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of the Service. We believe that the parameters set forth in this AUP represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that our Service is not used in an abusive or illegal way.

1.2 All Customers to the Service are responsible for ensuring that their accounts are used in accordance with this AUP. If we form a suspicion or belief a user, or anyone using a Customer’s account, is violating this AUP, then the account in question may be suspended pending an investigation. If we determine that an account has been used in violation of this Policy, we may, in our sole and absolute discretion, terminate the user account.

### **1.3 IF YOU DO NOT AGREE TO ABIDE BY THIS AUP YOU MUST IMMEDIATELY STOP USING THE SERVICE.**

1.4 Harris Broadband LP does not actively monitor its user’s use of its services. We rely on our users to govern themselves and to protect the integrity of the network by reporting any violations of this AUP to us at [cs@harrisbb.com](mailto:cs@harrisbb.com). We retain the right, however, to monitor the usage of the Service at any time we deem it appropriate but we do not have an obligation to monitor any user’s use of the Service. Thus, we cannot assure that all users will comply with all provisions of this AUP at all times. You should exercise caution when accessing any material or communicating with anyone using the Internet.

1.5 We have the right, but not the obligation, to investigate any violation or alleged violation of this AUP, including the right to examine any information or material on our servers.

1.6 We have the right, but not the obligation, to remove any material that we deem, in our sole discretion, to be in violation of any part of this AUP.

1.7 We have the right, but not the obligation, to take any steps it deems necessary to prevent violations of this AUP from occurring.

1.7 Our lack of enforcement of this AUP, for any reason or no reason, shall not be construed as a waiver of any right to do so at any time and shall not give rise to any liability on our part.

## **2.0 Illegal Activities**

Your use of the Service must at all times comply with applicable federal, state, local and international laws, regulations and other governmental requirements. You may not use the Service directly or indirectly to:

- a. Violate any such law, regulation or requirement.
- b. Misappropriate the funds, property or data of any person.
- c. Violate the copyrights, trademarks, trade secrets, patents or other property rights of any person, including, but not limited to, by downloading, using or distributing any music or other audio files, video, photographs or other visual material or any article, publication or other content without the permission of the owner. Many music and video files available on the Internet for free are pirated copies of copyrighted materials and use or distribution of these copies is not only a violation of this AUP but a violation of copyright law.
- d. Defraud, slander or defame any person.
- e. Violate any person's privacy rights or use any person's name, image or likeness in violation of that person's so-called "publicity rights" or other legally protected rights.
- f. Threaten, harass or intimidate any person or create any nuisance.
- g. Violate any other legal rights of any person.
- h. Attempt or help another person to do any of the foregoing, whether or not successful.

## **3.0 Electronic Mail**

3.1 You must not use any communications method offered by or accessed through the Service to:

- a. Send unsolicited bulk e-mail (so-called "Spam");
- b. Send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called "E-Mail Bombing"); or

- c. Repeatedly send e-mail to any person or entity who does not wish to receive it. If a recipient asks to stop receiving e-mail from another Service user, then that user must not send that person additional e-mails.

3.2 You must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use your e-mail account provided with the Service as an e-mail return address or "drop" for responses.

3.3 You must not forge, alter or remove any e-mail header.

3.4 Any e-mail address at the harrisbb.com domain is property of Harris Broadband and may be terminated or re-assigned without notice.

#### **4.0 Security, Privacy and "Hacking"**

Subscribers are responsible for any misuse of the Services that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account with or without the Customer's knowledge. It is Customers' sole responsibility to ensure that others not gain unauthorized access to the Service through the Customer's account or credentials.

4.1 You must not:

- a. Disrupt or interfere with the normal operation of our systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use the Service or the Internet, including, but not limited to:
  - i. denial of service attacks;
  - ii. flooding of networks;
  - iii. attempts to overload a service; or
  - iv. attempts to cause system crashes,

or attempt to do so; or

- b. Use any unauthorized program to connect the user to any Harris Broadband Internet Relay Chat ("IRC") server, including, but not limited to, IRC bots or clonebots;
- c. Gain access or attempt to gain access to the private systems or our data or the data of others that we may have in our possession or control, without our prior consent.

4.2 You must not use the Service to:

- a. Circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network;
- b. disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so; or

- c. gain access or attempt to gain access to the private systems or data held or controlled by us, or any third party without our prior written consent or that of any third party.

## **5.0 Usenet Newsgroups**

### 5.1 You must not use the Service to:

- a. Post a single article or substantially similar articles to an excessive number of newsgroups, or cross-post to an excessive number of newsgroups;
- b. Post articles on a newsgroup which are off-topic according to the newsgroup charter;
- c. Post binary or encoded binary files to newsgroups not specifically designated for that purpose;
- d. Post commercial messages on a non-commercial Harris Broadband newsgroup without our prior written approval;
- e. Use any computer or other device connected through the Service to maintain more than two simultaneous chat connections (including, but is not limited to, the use of automated programs, such as "bots" or "clones" and automated programs may not be used when the account holder is not physically present at the device);
- f. Access any chat server or resource in violation of the acceptable use policy for that server or resource or to manipulate any chat server or resource in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized;
- g. Connect to chat servers or resources from which he or she has been previously banned;
- h. Misrepresent your identity, but this does not prevent you from using a screen-name if consistent with the rules governing use of the chat resource;
- i. Continue to send chat messages to an Internet user who has indicated his or her desire to not receive such messages;
- j. Engage in any of above from a provider other than Harris Broadband for the purpose of drawing attention to a service hosted by or on Harris Broadband; or
- k. Engage in any of the above from a provider other than Harris Broadband and use an account provided by us as an e-mail return address or "drop" for responses.

We reserve the right to discontinue access to any Usenet newsgroup at any time and for any reason in our sole and absolute discretion.

## **6.0 Offensive Material**

We believe in freedom of expression and the right of individuals to decide for themselves what they want to see and listen to. We do not believe it is the place of an ISP to censor or regulate the Internet, however, you must not use the Service to host, access, download, store, post disseminate, transmit or retransmit offensive or seditious materials, including, without limitation, threatening, harassing, malicious, racist, defamatory, libelous, treasonous, excessively violent, obscene, pornographic, indecent or hateful materials or materials constituting or encouraging conduct that violates any law, regulation or order,

or provides guidance, information or assistance with respect to causing damage or security breaches to our systems or networks or to the network of any other ISP.

Harris Broadband assumes NO responsibility for Internet content available through the Services. Customers are responsible for restricting access to sexually explicit material on the Internet, by purchasing the appropriate filtering software, or by monitoring Internet use. Content questions or complaints should be addressed to the content provider.

## **7.0 Miscellaneous**

7.1 False Pretences. You must not use the Service to impersonate any person or use a fictitious user name with any of our services, including in any e-mail, Usenet posting, or Internet Relay Chat (“IRC”) site. This restriction does not preclude the use of nicknames in IRC, the use of anonymous remailer services, or postings to any site that permits pseudonyms.

7.2 Unsolicited Advertising. You must not use the Service to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to any person except in those areas and on those websites that are designated for such a purpose.

7.3 Harassment, Threats and Abuse. You must not use the Service to harass, threaten, or abuse any person or group of people by any means.

7.4 Crude or Offensive Postings. You must not use the Service to post offensive or crude messages or images on publicly accessible pages or sites, except where such messages or images are appropriate having regard to the nature of the site. We have the right, but not the obligation, to remove messages or images that we, in our sole and absolute discretion, determines are offensive.

7.5 Multiple access. You must not maintain more than one simultaneous connection to the Service or any other of our services, IRC Chat group, or newsgroup.

7.6 Disruptive Conduct. You must not use the Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other users, individuals or entities.

## **8.0 Bandwidth/Network Traffic and Other Limitations**

8.1 You must comply with the current bandwidth/network traffic, data storage and other limitations measured service allowances on the Services. including, without limitations, monthly allowances on the amount of data consumed. The currently in effect allowances follow:

***20 Meg: 20 Meg X 20 Meg 100 GB/Month Download***

***40 Meg: 40 Meg X 40 Meg 250 GB/Month Download***

***60 Meg: 60 Meg X 60 Meg 350 GB/Month Download***

***200 Meg: 200 Meg X 200 Meg 450 GB/Month Download***

**Users exceeding the Bandwidth/Network Traffic amounts specified for their Service Package may be charged \$1.00 for each Gigabyte used in excess of their specified amount. Users are responsible for monitoring their bandwidth consumption.**

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in our sole judgment) an unusually large burden on the network itself. If your usage exceeds these amounts of data normally associated with our type of account, as determined by us, in our sole discretion, we may charge you for the excess usage, reduce transmission speed or other Service parameters, limit, suspend or terminate the Service or take other actions. By way of example (without limitation) you may not:

- (a) Use or run dedicated, stand-alone equipment or servers from your premises that provide network content or any other services to anyone outside of your premises. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers;
- (b) Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- (c) Restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Service;
- (d) Resell the Service or otherwise make available to anyone outside your premises the ability to use the Service (for example, though Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal use only and you agree not to use the Service for operation as an Internet service provider;
- (e) Connect the equipment we provide to any computer outside of your premises;
- (f) Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, over loading the Service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- (g) Access or use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

## **9.0 Questions and Complaints**

9.1 Please direct any questions you may have regarding this AUP and complaints regarding violations of this Policy by other users of the Service to [cs@harrisbb.com](mailto:cs@harrisbb.com)