

Clear Lake Telephone/Nextgen Broadband

Acceptable Use Policy (AUP)

Nextgen Broadband (“Provider”) strives to provide all its member and customers with highest quality Internet service available, while adhering to the Internet use policies established by the Internet Community and State and Federal Laws

The Provider’s Acceptable Use Policy (“AUP”) covers all of its Internet Products and Services (“Services”) and is designed to help improve the use of the Internet by preventing unacceptable use. All users of the Services must comply with this AUP.

Use of the Services constitutes acceptance of the AUP. Users are solely responsible for any and all acts and omissions that occur while accepting the Services, and users agree not to violate the AUP or engage in any unacceptable or illegal activities while utilizing any of the Services. The Provider reserves the right to terminate service to any user without notice upon violation of any part of the AUP.

The Provider reserves the right to revise, modify and amend this AUP at any time and in any manner. Notice of any revision, modification or amendment of the AUP will be posted on the Provider’s website at www.cltcomm.net.

The Provider may take action against users for violating these policies, including removing any content that violates the AUP and/or terminating use of the Services. The Provider reserves the right to investigate any violations of this AUP. The Provider may cooperate with legal authorities and/or third parties in the investigation of suspected or alleged criminal or civil violations. The Provider may also cooperate with the System Administrators of the Internet Community to enforce this AUP.

VIOLATIONS OF THE PROVIDER’S AUP

1. Inappropriate Content.

Users may not upload, download, post, email, distribute, publish or otherwise transmit (collectively “Transmit”) any message, data, information, image, text, song, movie or other material (collectively “Content”) that is unlawful, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties.

2. Abuse of Electronic Mail.

The Provider’s Services may not be used to send unsolicited bulk or commercial messages. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, are prohibited.

Users are prohibited from sending the same or substantially similar email messages to (50) or more recipients. Users may not send more than 100 emails per hour without written approval from the Provider. If this provision is violated, you may be required to pay the Provider \$5,000 per day for deliberate violations.

3. **Network Security / Integrity.**

Using the Services for any activity which adversely affects the ability of other people or systems to use Services or the Internet is prohibited. This includes Denial of Service (DoS) attacks, Virus Uploading and distribution, and Hacking (intentional unauthorized access into a service or system without express authorization).

Users are responsible for ensuring the security of their personal or business network to minimize network abuse. Users are responsible for the configuring and securing of their Service to avoid disruption of network or end user Services. Users may not, through action or inaction, use their network for illegal or inappropriate actions or configure their network in a way that permits third parties to do the same. Examples of unsecured services are, but not limited to, Open SMTP relays, incorrect configuration of Proxy services, and Hosting Server Relays.

4. **Resale, Sharing, Distribution.**

Users may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without written consent of the Provider. For example, you may not provide Internet access to others through a DSL or dial-up connection ("Piggybacking"), host shell accounts over the Internet, provide email or news services, or send a news feed.

5. **Illegal Use.** Users may not Transmit Content that intentionally or unintentionally violates any applicable, known or unknown local, state, national or international law.

6. **Harm to Minors.** Users may not make information available to minors in violation of federal or state law, or use the Service to harm or attempt to harm minors in any way.

7. **Forgery or Impersonation.** Users may not impersonate any person or entity, including, but not limited to, an employee or officer of the Provider, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity. Forging headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Provider is prohibited.

8. **Fraudulent Activity.** Users may not 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," or "chain letters."

9. **Unauthorized Access.** Users may not use the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Service Provider's or other 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.
10. **Collection of Personal Data.** Users may not use the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
11. **Infringement of Intellectual Property Rights.** The Provider does not permit users to Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party as specified by the Digital Millennium Copyright Act (DMCA) of 1998 or any other applicable law. This includes, but is not limited to, the unauthorized copying of copyrighted materials, the distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software, music and/or movies.

As governed by the DMCA Act of 1998 Section 512, the user will be removed from the Provider's network for repeated infringement of copyrighted materials.

REPORTING VIOLATIONS OF AUP

The Service requests that anyone who believes that there is a violation of this AUP send that information to Nextgen Broadband, at info@cltcomm.net or call 715-263-2755.