

# Acceptable Use Policy

This Acceptable Use Policy applies to communications services ("Services") delivered by the Electric Power Board of Chattanooga, an independent Board of the City of Chattanooga, Tennessee ("EPB"). This policy is designed to encourage our customers and others ("Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services.

## General Conduct

EPB's network and the Services may be used only for lawful purposes. EPB is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. Users are also subject to the acceptable use policies, as amended from time to time, of any third party provider of Services to EPB.

## Internet Services

For SMB and Residential internet customers, EPB reserves the right in its sole discretion to enforce bandwidth allotments if a customer's usage exceeds ten (10) times the average usage for the customer's specific customer classification. If you have exceeded the appropriate level of internet usage in any given month, EPB will notify you by phone or in writing. You agree to change products or pay additional usage charges upon notice from EPB.

Commercial and wholesale customers may choose either SMB or Professional Internet depending upon customer needs, which will be assessed with an EPB sales representative.

### SMB Internet

- Designed to allow low cost access to small businesses that do not require internet to drive revenue or performance
- Best Effort Service (no Service Level Agreement)
- Network design is similar to residential with similar usage patterns expected
- Maintenance and upgrades performed as needed
  - Typically, maintenance will be performed between 2:00am to 6:00am, but may be at other times depending on need
  - Advance notification of planned upgrades and maintenance is not required

### Professional Internet

- Designed as a product for 24/7 use with revenue and/or production impacts when down
- Service Level Agreement
- Speed Purchased = Committed Information Rate
- System is physically designed to assure purchased speed is delivered
- Premium Service
- Priority Support and Dedicated Customer Support Resources
- Escalation Path and Contact Information
- Static IP Addresses Included
- 7 Day advance notice provided prior to planned maintenance or upgrades
- 24/7 On-site Support

## User Responsibility for Content

EPB does not assume any responsibility, control, oversight, ownership, or other interest in the e-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is

stored in, contained on or transmitted over property, equipment or facilities of EPB. Users are and shall remain solely responsible for such electronic information.

## **E-Mail**

Users may not send unsolicited e-mail messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e-mail account on EPB's Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send e-mail messages which are excessive and/or intended to harass others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing," (e) send e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

EPB reserves the right in its sole discretion to enforce email storage caps depending upon your level of usage and the level of Services(s) purchased. If you have exceeded the appropriate level of email storage, EPB will notify you by phone or in writing, and you agree to reduce the amount of email storage or to enforce storage caps.

## **Forum Posts and Blogs**

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

## **Notice and Procedure for Making Copyright Infringement Claims**

If you believe that any material on the EPB websites has infringed your copyrighted material or that EPB is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement.

This information does not take the place of advice from your legal counsel. EPB is providing this information to you and your Users for informational purposes only.

## **Rejection/Removal**

EPB reserves the right to reject or remove any material residing on or transmitted to or through the Services that EPB, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. EPB may immediately remove content if EPB believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. Upon EPB's request, Users shall terminate service to any third party user or agent who, in EPB's sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

## **Notification of Copyright Claim**

If you believe that a Web page hosted by EPB is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the EPB designated agent as described below:

## **Contact**

DMCA Agent

**Mail**

EPB Legal Services Department  
Attn: Copyright Claims  
P.O. Box 182255  
Chattanooga, Tennessee 37422-2255

**Fax**

(423) 648-1318  
Attn: DMCA Agent - Copyright Claims

DMCA Complaints must be in writing and contain the following information

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit EPB to locate the material;
4. Information reasonably sufficient to permit EPB to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should be aware that complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

**Counter-Notification in Response to Claim of Copyright Infringement**

If a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to EPB's designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement

## **System and Network Security**

Users are prohibited from violating or attempting to violate the security of EPB, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. EPB may investigate occurrences that may involve such violations, and EPB may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

## **Suspension or Termination**

Any User which EPB determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at EPB's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that EPB may immediately suspend or terminate such User's service without issuing such a warning if EPB, in its sole discretion deems such action necessary. If EPB determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and EPB may take such further action as EPB determines to be appropriate under the circumstances to eliminate or preclude such violation. EPB shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from EPB's exercise of its rights under this Policy.

## **Service Monitoring**

EPB has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if EPB, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers.

## **Privacy**

Any User interacting with our site and providing EPB with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits EPB to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning users of EPB shall be kept in accordance with EPB's then-applicable Privacy Policy and the requirements of applicable law. EPB reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

## **No Waiver/Severability**

Any failure of EPB to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.