

## **Beaver Valley Cable Company Acceptable Use Policy**

Beaver Valley Cable Co. may modify this Acceptable Use Policy at any time without notifying its customers. For this reason, Beaver Valley Cable Co. users should consult the Acceptable Use Policy regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and the Beaver Valley Cable Co. Terms and Conditions of Use, this Acceptable Use Policy will govern.

Beaver Valley Cable provides a variety of Internet Services to residences and businesses.

### **1.0 Introduction**

1.1 This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone is able to enjoy the services of Beaver Valley Cable Co. We believe that the restrictions set out in this Acceptable Use Policy represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that Beaver Valley Cable Co. Internet access is not used in an abusive or illegal way.

1.1 Beaver Valley Cable Co. users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If Beaver Valley Cable Co. has reason to think that a user, or anyone using a user's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, Beaver Valley Cable Co. determines that an account has been used in violation of this Policy, Beaver Valley Cable Co. may, in its discretion, terminate the user account.

If you do not agree to abide by this Acceptable Use Policy please notify Beaver Valley Cable Co. Office immediately at [\(570\)-247-2512](tel:570-247-2512) or by email at [bvc@cableracer.com](mailto:bvc@cableracer.com)

### **2.0 Illegal Activities**

Beaver Valley Cable Co. users must not use Beaver Valley Cable Co. to encourage, facilitate or be involved in any illegal activities, including, without limitation:

- defamation: postings or transmitting any material which is defamatory under any applicable law;
- fraud: postings or transmitting any information that you know or ought to know is false, and that you intend others to rely upon
- unlawful materials: posting or disseminating unlawful material
- false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations of
- copyright violation: posting or sending any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright; and
- trade-mark violation: posting, transmitting, or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

### **3.0 Electronic Mail**

3.1 Beaver Valley Cable Co. users must not use Beaver Valley Cable Co. e-mail to:

- send unsolicited bulk e-mail ( "Spam");
- send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities ( "E-Mail Bombing");
- constantly 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 a Beaver Valley Cable user, then that Beaver Valley Cable user must not send that person further e-mail; and
- Subscribe to any e-mail list or service on behalf of a third party without that third party's knowing.

3.2 Beaver Valley Cable Co. users must not be involved in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a Beaver Valley Cable account as an e-mail return address or "drop" for responses.

Any e-mail address at the cableracer.com domain is property of Beaver Valley Cable Co. and may be terminated or re-assigned without notice.

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

The Customer is held liable for any misuse of the Services that originate from their account, even activities committed by any friend, relative, co-worker, employee, guest or anyone with access to the account. Customers must ensure that others not gain unauthorized access to the Services.

4.1 Beaver Valley Cable Co. users must not:

- disrupt or interfere with the normal operation of Beaver Valley Cable Co. systems, networks, or activity in any way that adversely affects the ability of other people, or systems to use Beaver Valley Cable Co. services or the Internet, including, but are not limited to:
  - denial of service attacks;
  - flooding of networks;
  - attempts to overload a service; and
  - attempt to cause system crashes,

or attempt to do so; or

- use any unauthorized program to connect the user to any Beaver Valley Cable Co. Internet Relay Chat ("IRC") server, including, but not limited to, IRC bots or clonebots;
- Gain access or attempt to gain access to the private systems or data of Beaver Valley Cable, without the prior consent of Beaver Valley Cable Co.

4.2 Beaver Valley Cable Co. users must not use their Beaver Valley Cable Co. accounts to:

- 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; or
- disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.
- gain access or attempt to gain access to the private systems or data of Beaver Valley Cable, or any third party without the prior consent of Beaver Valley Cable Co. or the third party.

## 5.0 Censorship and Adult Materials

Beaver Valley Cable Co. believes 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, users must not use Beaver Valley Cable Co. to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

Beaver Valley Cable Co. 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.

## 6.0 Miscellaneous

6.1 False Pretences. Users must not use Beaver Valley Cable to impersonate any person or use a fictitious user name with any of Beaver Valley Cable Co. services, including in any e-mail, 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.

6.2 Unsolicited Advertising. Users must not use Beaver Valley Cable Co. 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.

6.3 Harassment, Threats and Abuse. Users must not use Beaver Valley Cable Co. to harass, threaten, or abuse any person or group of people by any means.

6.4 Crude or Offensive Postings. Users must not use Beaver Valley Cable Co. 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. Beaver Valley Cable Co. has the right, but not the obligation, to remove messages or images that Beaver Valley Cable, in its sole discretion, determines are offensive.

6.5 Disruptive Conduct. Users must not use Beaver Valley Cable Co. to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other users, individuals or entities.

## 7.0 Bandwidth/Network Traffic and Other Limitations

7.1 You must comply with the current bandwidth/network traffic, data storage and other limitations on the Services.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of Beaver Valley Cable Co.) an unusually large burden on the network itself. **The guidelines for Bandwidth/Network Traffic Usage/month for each service package are the following: Commercial High Speed (10Mbps) –Monthly Limit (250 GB) , High Speed Plus (5 Mbps) –Monthly limit(150GB) , High Speed (3 Mbps) –Monthly limit (85GB), High Speed Limited (512Kbps) –Monthly limit (20GB). Service Packages may be bumped up if you exceed the limit specified for your service level.** In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede Beaver Valley Cable Co. ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of Beaver Valley Cable Co. For example, you cannot provide Internet access to others through a wireless or dial-up connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

You may not provide network services to others via Beaver Valley Cable Co.

## 8.0 Updates

8.1 This Acceptable Use Policy is subject to change without any notice. The current version of the Acceptable Use Policy is always available at [www.beavervalleycable.com](http://www.beavervalleycable.com) and [www.cableracer.com](http://www.cableracer.com)