

# **SHREWSBURY ELECTRIC AND CABLE OPERATIONS INTERNET ACCESS**

## **DIRECT CONNECT, STANDARD, and SPEED PLUS SERVICE**

### **SELCO - INTERNET USE POLICY – TERMS and CONDITIONS OF USE**

**Effective January 1, 2001**

**Rev. February 1, 2009**

#### **1 INTRODUCTION**

1.1 This Agreement is between Shrewsbury Electric and Cable Operations ("SELCO") and the customer ("Customer"), who signs or otherwise accepts the "SELCO Internet End User Agreement". This document contains the terms and conditions of acceptable use of the Service.

1.2 This document is updated frequently. Changes to this document will be effective 30 days after their publication on the web. Each Customer agrees to review this material regularly to be aware of such changes. If any change is unacceptable, a Customer should terminate their Service as provided in the SELCO Customer Agreement, Section 6.

1.3 Any violation of these Terms and Conditions of Use may lead immediately and without further notice, to the termination of Customer's access to and use of the Service. Each Customer agrees to indemnify SELCO from any claims arising from Customer's use of the Service that violate these Terms and Conditions of Use.

1.4 The following factors guide the establishment and enforcement of SELCO's usage policies:

- Ensuring reliable service,
- Ensuring security and privacy for individuals and networks,
- Complying with existing laws,
- Maintaining SELCO's reputation as a responsible service provider,
- Encouraging responsible use of the Internet and discouraging activities which reduce the usability and value of Internet services,
- Preserving the value of Internet resources as a conduit for free expression and exchange of information.

1.5. SELCO intends to provide each Customer with full access to the Internet. While SELCO is firmly committed to the principles of free speech, certain activities are damaging to both SELCO resources and the Internet and cannot be permitted under the guise of free speech. SELCO's resources and the Internet's are limited, and abuse of these resources by one user negatively affects the entire community.

1.6 SELCO does not routinely monitor Customer's activity except for measurements of system utilization and the preparation of billing records. However, to promote good citizenship within the Internet community, SELCO will respond appropriately if SELCO becomes aware of inappropriate use of the Service.

1.7 If a Customer's Service is used to violate these Terms and Conditions of Use, SELCO reserves the right to remove offending materials or terminate Customer's service without notice. While SELCO prefers to advise a Customer of inappropriate behavior and any necessary corrective action, flagrant violations of these Terms and Conditions of Use will result in immediate suspension or termination of the Service. SELCO's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of SELCO's right to do so at any time.

1.8 In general, a Customer may NOT use the SELCO Service:

- To violate any law or regulation;
- To violate the rules, regulations and policies of any network, server, web site, database or service provider when accessed through the SELCO Service;
- To defame, defraud, deceive or offend others;
- To threaten, harass, abuse or intimidate others;
- To damage SELCO's name or reputation or those of SELCO's partners;
- To break or attempt to break security on any computer network, or to access any account which does not belong to the Customer; or
- To interfere with another Customer's use and enjoyment of the Internet.

1.9 SELCO reserves sole discretion to determine whether any use of the Service is a violation of this policy.

1.10 Customer hereby authorizes SELCO to cooperate with law enforcement agencies and other system administrators as necessary to enforce these Terms and Conditions of Use. As a member of the Internet community, each Customer agrees to use their Internet access responsibly. If there are any questions regarding this policy, including potential violations by other parties, please contact SELCO at 100 Maple Avenue, Shrewsbury, MA 01545 Tel.508-841-8500 You may also contact SELCO via email to [helpdesk@townisp.com](mailto:helpdesk@townisp.com). Please include a valid return e-mail address as well as the complete text of any message, including all headers, with which the Customer has concerns or questions.

## **2. E-MAIL**

2.1 Customer's SELCO Service provides the ability to send and receive e-mail. SELCO provides each Customer's account with 10MB of storage space for their e-mail and personal Web page. If the personal storage limits are exceeded, any incoming messages may be returned to the sender until the Customer reduces mailbox size by removing mail from the server. Customers are encouraged to download e-mail frequently to their hard drives to avoid losing important e-mail messages.

2.2 E-mail messages may remain on the SELCO mail server for 120 days. After this time period, messages may be deleted from the SELCO server. Customers are encouraged to download e-mail frequently to their hard drives to avoid losing important e-mail messages.

2.3 Misuse of e-mail may result in termination of the Service. Customers are to use e-mail in compliance with the SELCO terms and avoid the violations listed below:

- Sending unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it;
- Collecting responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;
- Forging, altering or removing electronic mail headers;
- Copying the same or substantially similar message, or sending very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing");

- Using electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message (e.g. after a recipient asks to stop receiving e-mail) may be considered harassment;
- Forwarding or otherwise propagating chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings;
- Collecting replies to messages sent from another Internet service provider if those messages violate these Terms and Conditions of Use or the acceptable use policy of the other service provider;

2.4 If a Customer uses the services of another provider to promote a web site hosted by or through SELCO, then these Terms and Conditions of Use shall apply to the methods used to promote such site.

2.5 Each Customer is responsible for all activity on their SELCO Service account. If any mailbox or alias associated with a Customer account is involved in a violation of these Terms and Conditions of Use, Customer's SELCO Service account, including all associated mailboxes and aliases may be terminated. Termination will result in lost e-mail and Internet access for all users of Customer's SELCO Service account. Therefore, it is important that everyone using Customer's SELCO Service account understands all terms of these Terms and Conditions of Use and the consequences of violations.

### **3 NEWSGROUPS**

3.1 SELCO does not offer Newsgroup Service.

3.2 Customers may obtain Newsgroup access directly from Newsgroup Service providers.

### **4 PERSONAL WEB SPACE**

4.1 SELCO provides storage space and access for web sites through a Web Hosting service. In addition, Customer's SELCO Service provides the option to establish personal web page(s).

4.2 Personal web space is limited to non-commercial use only. Customers are allotted 10MB of web and e-mail space.

- a. The site may not contain any e-business or interactive functions such as on-line ordering, on-line payments, surveys etc. Simple links to Townisp email addresses is allowed.
- b. The site may not be used to advertise third party products, services or a unique source of income or profit. Third party ad banners, ad swapping and other click through ads are prohibited.
- c. DNS forwarding is prohibited. Customers may not assign registered domain names to point to TownISP personal web space.

4.3 Each Customer is solely responsible for any information contained on their personal web page(s). SELCO will not routinely monitor the contents of Customer's personal web page(s). However, if complaints are received regarding language, content or graphics contained on Customer's web page(s), SELCO may, at SELCO's sole discretion, remove the web page(s) hosted on SELCO servers and terminate Customer's Web Hosting or personal web page service.

4.4 Each Customer agrees not to use Customer's web site or personal web page(s) to publish material that SELCO determines, in SELCO's sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.

4.5 Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example).

4.6 Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

4.7 Objectionable content is otherwise legal content with which SELCO concludes, in SELCO's sole discretion, SELCO does not want to be associated with in order to protect SELCO's reputation and brand image, or to protect SELCO's employees, shareholders and affiliates.

4.8 Examples of prohibited web site or personal web page(s) content include:

- Materials which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value,
- Materials which suggest or depict obscene, indecent, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value,
- Materials which hold SELCO or SELCO's partners, affiliates, or employees up to public scorn or ridicule, or
- Materials which encourage the commission of a crime, or which tend to incite violence, or which tend to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

## **5 CHAT/IM**

5.1 Although SELCO does not offer technical support for Chat or Instant Messaging, a Customer may connect, as a guest, to Chat/IM servers and networks maintained by third parties. A Customer shall not engage in activities that might interfere with other's access to Chat/IM services.

5.2 A Customer may not use Chat scripts or programs that interfere with, or deny service to, other users on any other server, host, network or channel.

5.3 A Customer may not engage in activities that harass others. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), sending private messages to those who do not wish to receive them, returning to a channel after being banned from it, and other disruptive behaviors.

5.4 A Customer may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.

5.5 A Customer may run "clones" (multiple simultaneous IRC connections) and "bots" only as permitted by the host Chat/IM server.

## **6 SECURITY**

6.1 Each Customer is responsible for any misuse of Customer's Service, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, each Customer is responsible to take steps to ensure that others do not gain unauthorized access to their SELCO Service account, including malicious access and/or resulting damage from hackers via the Internet connections.

6.2 A Customer may not use the Service to breach security of another account, or attempt to gain unauthorized access to another network or server. Attempting to gain access to another customer's Service is prohibited.

6.3 No Customer may attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account Customer is not expressly authorized to access, or probing the security of other networks.

6.4 Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

6.5 Attempting to interfere with service to any user, host, or network ("denial of service attacks") is also prohibited. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

6.6 Users who violate systems or network security will incur criminal or civil liability. SELCO will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

6.7 Internet customers using wireless fidelity (Wi-Fi) or other wireless technology to provide Internet access within a house, apartment unit, or business are encouraged to secure their wireless networks through the use of encryption or password protected technology to prevent unauthorized users from gaining access to SELCO's broadband Internet services via the Internet customer's wireless network. Any wireless network installed by Customer that is unsecured or "open" and connected to the SELCO network may be deemed to be operating as an ISP and subject to suspension or termination of the Service at SELCO's discretion.

## **7 CUSTOMER CONTACT RESPONSIBILITY**

7.1 Each Customer must provide the following contact information to SELCO: contact name, phone number and postal and e-mail address. In the event that Customer does not choose to select an SELCO e-mail address, Customer must provide an alternate e-mail address at which SELCO can contact them to deliver legal notifications and Service announcements.

## **8 SERVERS AND HIGH BANDWIDTH UTILIZATION**

8.1 SELCO will install and support the connection of one cable modem to Customer's computer. If Customer chooses to operate a network behind the Service, they do so without technical support from SELCO. Each Customer who does so operate a network shall ensure that SELCO Services are used appropriately by Customers, and users, and consistently with the SELCO Customer Agreement under which Service is obtained. SELCO reserves the right to discontinue Customer's service if servers are found to interfere with other Customers' enjoyment of the Service.

8.2 SELCO operates on shared resources. Excessive use or abuse of these shared network resources by one Customer may negatively affect all other Customers. Misuse of network resources that impairs network performance is prohibited and may result in termination of Service.

8.3 No Customer may consume excessive resources, including, network bandwidth, memory and disk space. Customers may not use resource-intensive programs that adversely affect other Customers or the performance of SELCO systems or networks. SELCO reserves the right to terminate or limit such activities.

8.4 SELCO reserves the right to suspend or discontinue service or to charge for bandwidth usage determined to be above the acceptable levels for SELCO customers. These levels are to be determined by SELCO and will not be implemented without prior Customer notification.

8.5 No Customer may provide network services (for example, operating an ftp or a web server) under this agreement.

8.6 No Customer shall configure their PCs, network interface cards, or related software or systems so that it statically reserves their DHCP, Dynamic Host Configuration Protocol, IP address(es).

## **9 NETWORK PERFORMANCE**

9.1 While connected to the SELCO Service, Customer may not establish any additional connections to the Internet through the same computer.

## **10 ILLEGAL ACTIVITY**

10.1 Any activity that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service. Prohibited activities include, but are not limited to:

- Transmitting obscene materials,
- Intentionally spreading or threatening to spread computer viruses,
- Gaining or attempting to gain unauthorized access to any network, including SELCO's private network infrastructure,
- Accessing or attempting to access information not intended for the Customer.
- Transmitting pirated software,
- Conducting or participating in illegal gambling,
- Soliciting for pyramid and other illegal schemes, or
- Publishing, transmitting or using material or content without appropriate permissions from the copyright holder.
- Changing or attempting to change, reconfigure or otherwise alter the configuration or settings of the SELCO-provided modem for any purpose whatsoever including, but not limited to, changes in class of service (modem speed), resetting modem data, IP changes, modifications to dynamic IP lease parameters, attempts to establish a static IP, and modification of modem diagnostics.