

NEKCV ACCEPTABLE USE POLICY

October 1, 2024

INTRODUCTION

NEKCV is made up of NEK Community Broadband dba NEK Broadband and NEK Community Broadband dba CVFiber owns and/or operates broadband and voice over IP phone services in your area (herein “NEKCV,” “we,” “us,” or “our”) under operation by Waitsfield and Champlain Valley Telecom.

In any applicable Tariff(s) on file with the FCC, state public utility commission(s) or other comparable state agency, Acceptable Use Policy (“AUP”) is intended to help enhance the use and enjoyment of the Internet by all users, as well as the use and enjoyment of NEKCV’s Internet access services (the “Services”).

This AUP applies in addition to our Terms of Service that are available on our respective websites. It applies to, and must be complied with by, all users of NEKCV’s Services, including non-subscribers (e.g., relatives, friends, guests, employees, independent contractors, agents, customers, visitors and others who access the Internet via a subscriber’s account, address, circuit, line, terminal or service) as well as subscribers (who are responsible for use of their account, address, circuit, line, terminal or service by non-subscribers).

Under normal circumstances, NEKCV does not actively monitor the use of its Services. Likewise, NEKCV does not exercise editorial control over the content of web sites (other than certain proprietary web sites), email transmissions, news groups, or other materials created or accessible over or through its Services. However, NEKCV will investigate, or cooperate with investigations by legal authorities and other authorized entities of, instances or patterns of reasonably suspected unlawful or unacceptable use that come to its attention or that are brought to its attention by third parties.

Violation of this AUP may result in: (a) the suspension or termination of a subscriber’s service or account; (b) the imposition of additional administrative and/or reactivation charges; and/or (c) the institution of legal actions to enjoin violations and/or collect damages.

NEKCV reserves the right to revise, amend or modify this AUP at any time and in any manner. NEKCV will label each changed AUP with a new adoption date and will include a copy of the current AUP on its web site.

USES

NON-ACCEPTABLE USES

The following uses of NEKCV's Services are not acceptable, and constitute violations of the AUP:

a. Illegal Acts and Uses

The Services may not be used to transmit any material (by email, uploading, posting, or otherwise) or engage in any other conduct that violates (intentionally or unintentionally) any applicable federal, state, local or international statute, court order, regulation or other legal requirement. These illegal acts and uses include (but are not limited to) conduct that violates legal requirements pertaining to terrorism, fraud, libel, slander, child pornography, obscenity, indecency, harassment, stalking, hate crimes, child endangerment, copyright, trademarks, patents, false advertising, spam, prohibited imports and exports, registration or sale of securities, and/or privacy.

b. Harm to Minors

The Services may not be used to harm, or attempt to harm, minors in any way. In addition to illegal acts, the prohibited uses include (but are not limited to): (i) attempts by adults to lure minors (or individuals who should reasonably have been suspected to be minors) into inappropriate meetings, activities or relationships; (ii) posing by adults as minors in order to gain inappropriate access to chat groups and other sites and activities frequented by minors; (iii) disclosure of personally identifying information belonging to children under 18 years of age; and (iv) rendering of assistance by adults to help minors gain access to inappropriate materials.

c. Threats

The Services may not be used to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages harm to individuals or property. In addition to illegal acts, the prohibited uses include (but are not limited to) statements and behavior in the guise of discussions, pranks, jokes and stories that are reasonably deemed to be intended as threats, or that may be interpreted as threats by reasonable people.

d. Harassment

The Services may not be used to transmit any material (by email, uploading, posting or otherwise) that harasses, defames, abuses, victimizes, degrades or intimidates another person or group. In addition to illegal acts, the prohibited uses include (but are not limited to): (i) the sending of repetitious, unwanted

emails to a person or entity; (ii) the transmission of material intended to intimidate or degrade individuals or groups on the basis of race, ethnicity, religion, gender, age, disability or sexual orientation; (iii) the planning, solicitation, encouragement or participation in denial of service attacks and similar campaigns intended to flood websites, email accounts and other destinations with large numbers of uninvited hits or messages; and (iv) other such communications that we reasonably believe constitutes harassment under this paragraph.

e. Fraudulent Activity

The Services may not be used for fraudulent purposes or activities. The prohibited uses include (but are not limited to): (i) the making of fraudulent offers to sell or buy products, items or services; (ii) the furnishing of dishonest or deliberately misleading item descriptions, bids or payment/delivery promises in online auctions; and (iii) the advancing of pyramid schemes, Ponzi schemes, chain letters, “make-money-fast” schemes and other financial scams.

f. Forgery or Impersonation

The Services may not be used falsely to impersonate others, or to deceive or mislead the recipients of transmissions by forging, removing or modifying identifying network header information. The prohibited uses do NOT include the use of anonymous remailers or nicknames where such uses are not intended or perceived to be attempts to impersonate others. The prohibited uses also do NOT include the use of deliberately misleading headers in news postings where such uses are intended to avoid spam email address collectors.

g. Spamming

The Services may not be used to transmit any unsolicited commercial email or any unsolicited bulk email, or to engage in any other activities that have the effect of facilitating unsolicited commercial or bulk email, whether or not such activities are themselves commercial in nature.

h. Propagation of Viruses and Worms

The Services may not be used to create, propagate, or deliberately transmit computer worms, viruses, Trojan horses, time bombs, trap doors, or other harmful code or programs that are designed or intended, in whole or part, to disrupt, corrupt, damage, destroy or limit the computer hardware or software, databases, or communications systems of other entities, whether or not such programs actually result in any losses of data or communications.

i. Copyright or Trademark Infringement

The Services may not be used to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, right of publicity or other proprietary rights of any third party. The prohibited uses include (but are not limited to): (i) the unauthorized copying of copyrighted material; (ii) the digitization and distribution of

photographs from copyrighted sources; (iii) the unauthorized transmittal of copyrighted software; and (iv) the unauthorized sharing and /or copying of copyrighted music and movies.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent:

Via email: dmca@greenmountainaccess.net

j. Collection of Personal Data

The Services may not be used to collect or harvest, or attempt to collect or harvest, personal information about third parties without their knowledge or consent.

k. Overly Long Connections

The Services may not be used on a standby or inactive basis in order to maintain a connection. NEKCV reserves the right to terminate a user's connection following any period of inactivity that NEKCV, in its sole discretion, determines to be overly long.

l. Excessive Traffic

The Services may not be used to transmit excessive amounts of traffic, as determined by NEKCV. Prohibited uses include (but are not limited to): (i) use of residential accounts for high-volume or commercial purposes; and (ii) installation of "auto-responders," "cancel-bots," or similar automated or manual routines that generate excessive amounts of traffic.

m. Unauthorized Access

The Services may not be used to access, or to attempt to access, the accounts of others, or to penetrate or attempt to penetrate security measures of another entity's computer hardware or software, databases, or communications system, whether or not the invasion results in the corruption or loss of data or communications.

n. Network Disruptions

The Services may not be used for any activity that adversely affects the ability of other entities to use the Services or the Internet. Prohibited activities include (but are not limited to): (i) participation in or facilitation of denial of service attacks against networks, web sites and/or individuals; (ii) actions, omissions or configurations that allow third parties to access and use the network or computers of a user in an illegal or inappropriate manner; and (iii) interception, interference with, or redirection of E-mail intended for third parties using the Services.

VIOLATIONS AND REPORTING OF VIOLATIONS

As indicated above, violation of this AUP may result in: (a) the suspension or termination of a subscriber's service or account; (b) the imposition of additional administrative and/or reactivation charges; and/or (c) the institution of legal actions to enjoin violations and/or collect damages.

Any questions, problems, or concerns can be addressed to us as outlined above. We may also be contacted at NEK Community Broadband dba CVFiber and NEK Community Broadband dba NEK Broadband:

<https://nekbroadband.org/>

<https://cvfiber.net/>

**2024 NEKCV
All Rights Reserved**