

Barnesville Broadband & Internet Acceptable Use Policy

The Barnesville Broadband & Internet Acceptable Use Policy (the "Policy") for users of Barnesville Broadband & Internet (dial-up, high speed or wireless) Products and Services is designed to help protect Barnesville Broadband & Internet, its customers and the Internet community in general from irresponsible or, in some cases, illegal activities. We hope and expect that common sense and good judgment will guide all of our customers' Internet activities. These guidelines point out generally accepted practices on a range of topics and the general approach of Barnesville Broadband & Internet management to these areas.

Barnesville Broadband & Internet customers shall not, nor shall they permit or assist others, to abuse or fraudulently use Barnesville Broadband & Internet Products and Services, including but not limited to the following behaviors:

1. **Copyright Infringement:**

Sending or receiving copyrighted material without permission of the copy right holder is illegal. Barnesville Broadband & Internet will respond to complaints received from copyright holders or their authorized agents who follow DMCA notification guidelines as follows:

A. First offense – Barnesville Broadband & Internet will suspend the customers internet connection (connection will be re-instated once the appropriate paperwork is completed), customer will be provided a copy of the complaint, and Barnesville Broadband & Internet will assist in removing the infringing material or securing the customer's wireless network.

B. Subsequent offenses - Barnesville Broadband & Internet will take additional measures as it deems appropriate to comply with DMCA guidelines, up to and including termination of repeat offenders' Internet service.

C. Storing any information, data or material on Barnesville Broadband & Internet servers in violation of United States or state regulation or law, or by the common law. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. Barnesville Broadband & Internet reserves the right to remove such illegal material from its servers without notice and will follow the DMCA (Digital Millennium Copyright Act) enforcement procedures as described in this section in paragraphs A & B.

2. **Threatening or Harassing e-mails:**

Sending threatening or harassing e-mail (for example, making terroristic threats, or threatening physical injury or damage to persons or property) may result in immediate termination or suspension of your service. Barnesville Broadband & Internet is not responsible for the content or tone of any e-mail or other transmissions of the users of its products and services or other parties using the Internet. Barnesville Broadband & Internet will not mediate or otherwise become involved in any disagreement or dispute between Internet users or users of Barnesville Broadband & Internet products or services. However, Barnesville Broadband & Internet will cooperate with appropriate law enforcement agencies involved in investigating complaints or instances that may be reported to such authorities by subscribers or other users.

3. **Unsolicited Bulk E-Mail:**

Sending unsolicited bulk e-mail that:

- A.** causes complaints from the recipients of such unsolicited e-mail, or
- B.** results in "blacklisting" of Barnesville Broadband & Internet address space, or
- C.** exceeds Barnesville Broadband & Internet spam detection threshold

4. **Electronic Mail or USENET:**

Attempting to send Electronic Mail or USENET News articles using someone else's name and address.

5. Sharing or Reselling your Internet Service:

Sharing or reselling your Barnesville Broadband & Internet service with individuals outside of your residence or with other businesses located in the same building. Customers operating wireless networks are expected to secure their wireless access so it is accessible only to members of their household or employees of their business. Customers found to be willfully sharing their service in this manner may be billed an additional charge, up to \$1000.

6. Unauthorized Access:

Attempting to gain access to any account or computer resource not belonging to you. Barnesville Broadband & Internet 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. Users who violate systems or network security may incur criminal or civil liability and termination of service.

7. Unauthorized Use:

Obtaining or attempting to obtain service by any means or device with intent to avoid payment. Using someone else's Internet account to dial-in or connect using high speed Internet is theft and may be prosecuted.

8. Service Transfer:

Transferring any Barnesville Broadband & Internet service to another individual or business without signed authorization from Barnesville Broadband & Internet is illegal and subject to termination and prosecution.

Each Barnesville Broadband & Internet customer is responsible for his or her activities and by accepting service from Barnesville Broadband & Internet, is agreeing to abide by this Policy. Complaints about Barnesville Broadband & Internet customers will be forwarded to Barnesville Broadband & Internet management for action. In the event this Policy is determined to have been violated, the Barnesville Broadband & Internet customer's Products and Services may be subject to termination, or other action, as Barnesville Broadband & Internet deems appropriate, without notice.

Barnesville Broadband & Internet reserves the right to modify this Policy at any time. Please report Policy violations to repair@bvillemn.net

Cautions:

The telephone number we have given you for dial-up service is a local number. If it appears to be a long distance number, please call Barnesville Broadband & Internet to receive the correct number. If you decide to call a long distance number you are responsible for all toll charges incurred.

You are responsible for all usage associated with your account so please keep your password private and be sure that you choose a password that is not easy to guess. It is a good idea to change your password periodically. You can change your password at by contacting the Help Desk at 354-2222.

Limitations:

The Barnesville Broadband & Internet Help Desk supports Windows 2000/XP or newer and MAC OSX or newer, 1Gz processor and 128Mb RAM. Speeds may vary based on Barnesville Broadband & Internet facility and service area and are not warranted, guaranteed and may not be attainable in all locations and areas or at all times. Speeds indicate maximum, asymmetrical speed. Some restrictions apply. Barnesville Broadband & Internet may occasionally rearrange its networks resulting in a change to the IP address assigned to a customer. When this occurs, Barnesville Broadband & Internet will provide advance notice to the affected customers and will attempt to coordinate the change with the customer in order to minimize any disruption to the customer's network. Barnesville Broadband & Internet does not assume responsibility for any resulting changes made by customers to their network.

Barnesville Broadband & Internet reserves the right to disconnect dial-up subscribers whose connections are idle for a long period of time. The disconnected subscriber may attempt to reconnect immediately. This procedure is intended to allow other subscribers who could not establish a modem connection an opportunity to do so.

Barnesville Broadband & Internet strongly suggests that the customer purchase a router and/or current Anti-Virus protection software to provide security for your computer connection. Barnesville Broadband & Internet is not responsible for the loss of data, passwords, financial information or the like.

Customers should check their email often and set their mail reader to delete email from the server once it is downloaded. Barnesville Broadband & Internet will also delete email from the server if the mailbox has not been checked in 180 days. Incoming email messages are not currently limited in size, but you should not normally need to store multi-megabyte email files on the email server. Outgoing email message size is currently limited to 20 MB and the maximum number of recipients is 100. Such large files may be difficult or impossible to retrieve using a dial-up connection.

Barnesville Broadband & Internet provides Internet access "as is" and disclaims any and all oral or written representations, warranties or guaranties, express or implied and SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In no event shall Barnesville Broadband & Internet, its officers, directors, affiliates and agents be held liable for any claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorney's fees) loss or corruption of data, misuse, or loss of profit, whether special, incidental, consequential, intangible, direct or other damages or claims, by or on behalf of, Barnesville Broadband & Internet customer or any third party arising in, out of or related to use of any Barnesville Broadband & Internet service.

If you have questions please contact us at repair@bvillemn.net