

# Acceptable Use Policy (AUP)

Clients may not use their respective accounts:

For any purpose which violates U.S. federal or state laws

To interfere with or disrupt network users, services or equipment including distributing unsolicited electronic mail, propagating computer worms or viruses, or using the network to make unauthorized entry to other computational, information, or communications devices or resources

To broadcast message(s) to lists or individuals that have not explicitly expressed an interest in such messages. Unsolicited E-Mail is not acceptable. *Crossville Communications maintains a zero tolerance policy regarding spam originating from its network. Crossville Communications customers that send spam or repeated unsolicited e-mails can expect to be permanently disconnected. Charges may be applied to the account owner for time spent investigating and handling the complaints. Forging E-mail headers is expressly forbidden.*

To intentionally use programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system and which include sending messages likely to result in the loss of recipients' work or systems

To gain unauthorized entry into any piece of electronic equipment or to scan networks looking for possibly unauthorized entry points

Many networks are production or communications networks that people rely on for business, education, or communications; anyone that significantly interferes with the ability of others to make effective use of the network is not acceptable.

Respect the legal protection provided by copyrights, licenses and ownership of information; it is not acceptable to use your account to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources or information.

Crossville Communications reserves the right to permanently suspend any account that violates its AUP.

## Service Providers

To file a complaint for any violation of our AUP that originated within Crossville Communications network, please e-mail with all data that supports your complaint. Since we respond to all abuse complaints, we ask that you use a real e-mail address to which we may reply.

For emergency situations (your network is the recipient of a DoS or other attack) that is originating from within Crossville Communications network, please refer to the administrative contact listed in ARIN's database.

## General

- Customer is responsible for all equipment and software necessary to connect to Crossville Communications Internet.
- Customer is responsible for all use of account(s) and confidentiality of password(s). Crossville Communications will suspend access or change access to Customer's Email Account(s) immediately upon notification by Customer that a password has been lost, stolen or otherwise compromised.

- Customer's use of Crossville Communications Internet services constitute Customer acceptance of Terms and Conditions.

## Billing

- Customer is responsible for all charges for connecting directly to Crossville Communications Internet.
- Customer agrees to pay Crossville Communications all charges relating to use of Customer's Account(s). Customer recognizes that there is a 30 day minimum subscription period.
- Sales and use taxes, and all other applicable taxes and levies which are applicable to the provision of services shall be borne by Customer, regardless of whom the taxes and levies are or were imposed upon.
- Access is subject to credit limits and/or security deposits established by Crossville Communications. A credit limit is applied to all accounts.
- Crossville Communications may suspend Customer's access to the service if Customer exceeds his/her credit limit unless prior arrangements have been made.
- Crossville Communications reserves the right to change prices on 30 days' notice.
- All invoices are due upon receipt and payable within twenty-one (21) days unless other arrangements have been made in advance.
- Crossville Communications reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit problems including delinquent payments. A reconnection charge of \$35.00 will apply after payment of any outstanding balance.

## Limitation Of Liability

- Crossville Communications Internet Services are provided on an "As is, as available" basis.
- Crossville Communications is not responsible for any damages arising from Customer's use of Crossville Communications Internet Service or inability to use Crossville Communications Internet Service. Crossville Communications is not responsible for Customer's personal files residing on Crossville Communications servers. Customer is responsible for independent backup of all such data.
- Crossville Communications is not responsible for the filtering of any Internet traffic.
- Crossville Communications shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.

## Operation

- Crossville Communications reserves the right to change its services without notice including but not limited to access procedures, hours of operation, documentation, and services offered.
- Crossville Communications does not enforce a quota on the amount of data used on its servers but it reserves the right to purge data which is in excess of normal customer use based upon its own customers.
- Customer understands that Crossville Communications Internet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service. Please contact Technical Support Services if you experience any problems.
- Crossville Communications may modify these Terms and Conditions upon notice published online. Customer's use of Crossville Communications Internet service after such notice shall constitute Customer acceptance of such modifications.