



## Acceptable Use Agreement

### Introduction

Central Access, Inc. (referred to as the “Company”) is at all times committed to complying with the laws and regulations governing use of the Internet, transmission of data, and preserving for all its Customers the ability to use the Company’s network without interference or harassment from other users. This Acceptable Use Policy (“AUP”) is designed to help achieve these goals.

In this AUP, the term “Customer” refers to the person or entity of record which has the subscription to Service(s) and can refer to more than one person or entity, where appropriate, and also includes any person or entity using Customer’s Service.

In this AUP, the term “Service” or “Services” refers to any broadband or internet related service, and/or any data transmission service, the Customer receives from the Company through its subscription.

By using a Service, the Customer agrees to comply with this AUP and to remain responsible for its users and those persons under its contract. The Company reserves the right to change or modify the terms of the AUP at any time, effective when posted on the Company’s web site at [www.centralaccess.com](http://www.centralaccess.com). Customer’s use of the Service after changes to the AUP are posted shall constitute acceptance of any changed or additional terms. All other contract terms between the Company and the Customer remain in effect.

The Company performs routine surveillance of its networks and related services. In instances when the Company through its routine surveillance finds violations of this AUP, the Company reserves the right to take any action it deems appropriate in its sole discretion including, but not limited to, suspension or termination of Services.

### Prohibited Activities

#### General Prohibitions:

The Company prohibits use of the Service(s) in any way that Company believes:

- Is unlawful, harmful to, or interferes with the use of the Company’s network or systems, or the network of any other provider;
- interferes with the use or enjoyment of Services received by others;
- infringes intellectual property rights;
- uses the Service to deliver spyware, malware, viruses, or unlawfully, secretly or deceptively obtain the personal information of third parties;
- attempts to or gains unauthorized access to private networks or personal information of others;
- creating or attempting to utilize a user id, website, IP address, email address, and/or domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of the Company, the Company’s customers, , directors, employees, officers, agents, or other representatives;
- results in the publication of threatening or offensive material as determined by Company, or
- constitutes Spam/E-mail/Usenet abuse, a security right or constitutes a violation of privacy (as determined by Company in its sole discretion).

### **Unlawful Activities:**

Services should not be used to violate any applicable local, state, federal, national or international law, or any treaty, court order, ordinance, regulation, or administrative rule.

### **Inappropriate Interaction with Minors:**

The Company complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

Services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute, or store child pornography. Suspected violations of this prohibition may be reported to the Company at the following email address: [customerservice@centralaccess.com](mailto:customerservice@centralaccess.com). The Company will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and/or law enforcement agencies and will take steps to remove the child pornography (or otherwise block access to the content determined to contain child pornography) from its servers. The Company shall be the sole arbiter of what is deemed to constitute child pornography.

For more information about online safety, visit [www.ncmec.org](http://www.ncmec.org).

### **Spam/E-mail/Usenet Abuse:**

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. The Company reserves the right to seek damages and other available relief against Customer and/or any third parties as applicable.

### **Copyright Infringement and Digital Millennium Copyright Act:**

The Digital Millennium Copyright Act of 1998 ("DMCA"), 17 U.S.C. § 512(b)-(d) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like the Company.

The Company has no obligation to investigate possible copyright infringements with respect to materials transmitted by the Customer or any other users of the Service(s). However, the Company will process valid notifications of claimed infringement under the DMCA.

In accordance with the DMCA and other applicable laws, the Company maintains a policy that provides for the termination of Service(s), under appropriate circumstances, if the Customer is found to be a repeat infringer and/or if the Customer's Service(s) is used repeatedly for infringement. The Company may terminate Service(s) at any time with or without notice to the Customer.

A copyright holder may send the Company a valid notification of claimed copyright infringement under the DMCA. The Company's designated agent to receive notifications of claimed infringement is:

Central Access, Inc.  
Attn: Network Operations  
Suite 201  
103 Jesse Samuel Hunt Blvd  
Prattville, AL 36066

### **No Resale/Sharing of Services:**

Customer is prohibited from reselling or redistributing the Service(s) or otherwise making the Service(s) available to third parties, in whole or in part, directly or indirectly, unless expressly permitted by an agreement with the Company.

Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service(s) in any manner, except as expressly provided in any agreement with Company for the Service. The limitation on resale or redistribution of access includes, but not limited to, hosting and/or cloud based applications such as provision of email, FTP, HTTP, VoIP, and Telnet Access. Although resale or redistribution of such Service(s) is prohibited, the AUP does allow for hosting of these services for the Customer's own use.

### **Bandwidth Allotment:**

The Company reserves the right in its sole discretion to enforce bandwidth allotments depending upon the Customer's level of usage and the level of Service(s) purchased. A Customer may qualify for bandwidth allotment if their usage is over ten (10) times the average usage of the Customer's classification.

## **Customer Responsibilities**

The Customer is responsible for any misuse of the Services that originates from the Customer's account, even activities committed by a friend, family member, co-worker, employee, guest or anyone with access to the Customer's account. Customer is responsible to ensure that others do not gain unauthorized access to the Customer's Services.

Customer is solely responsible for ensuring and maintaining security of their systems and the machines and/or devices that connect to and use the Service(s), including implementation of necessary patches and operating system updates, blocking unwanted traffic and installing any necessary virus or malware protection to protect Customer's data information and devices.

Due to the public nature of the Internet, all email and other content sharing sites are considered to be publically accessible and important information should be treated carefully. The Company is not liable for the protection or maintenance of privacy of email or other information transferred through the Internet. Customer is solely responsible for protection of the Customer's identity from identity theft.

The Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services. The Company has no responsibility or liability for any material created on the Company's network or accessible using Services, including content provided on third-party websites linked to the Company's network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by the Company of the content(s) of such sites. The Company does not assume any responsibility, control, oversight, ownership, or other interest in email messages, websites, content, or other electronic data (in any form) whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of the Company.

Customer is responsible for taking prompt corrective action(s) to remedy a violation of the AUP and to help prevent similar future violations.

Any notification that the Company sends to its Customers pursuant to this AUP will be sent via email to the email address on file with the Company, or may be in writing to the Customer's address of record. It is the Customer's responsibility to notify the Company of any changes of contact information.

## **Violation of the Acceptable Use Policy**

Customer's failure to observe the guidelines set forth in this AUP may result in the Company taking actions ranging from a warning to termination of the Customer's Service(s). When feasible and, in the

Company's sole discretion, the Company may provide the Customer with notice of an AUP violation allowing the Customer to promptly correct such violation.

The Company reserves the right, however, to act immediately and without notice to suspend or terminate Service(s) in response to a court order or government notice that certain conduct and/or activity must be stopped, or when the Company reasonably determines that the Customer's use of the Service(s) may

1. expose the Company to sanctions, prosecution, civil action, or any other liability;
2. cause harm to or interfere with the integrity or normal operations of the Company's network or networks with which the Company is interconnected;
3. interfere with another Customer's user of Service(s) or the Internet;
4. violate any applicable law, rule, regulation, or administrative order;
5. otherwise present an imminent risk of harm to the Company or other customers; or
6. results in threats or harassment of another Customer.

The Company may refer potential violations to the proper law enforcement authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake.

The Company shall not be liable for any damages of any nature suffered by the Customer or any other user or third party resulting in whole or in part from the Company exercise of its rights under this AUP.

### **No Waiver/Severability**

Any failure of the Company to enforce this AUP shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.