

Municipal Communications Utility of the City of Cedar Falls

Acceptable Use Policy

1. Statement of Purpose and Applicability

The purpose of this Policy is to make sure that Cedar Falls Utilities (CFU) Internet Service (the Service) is used in ways that are legal, ethical and consistent with the sound, secure and equitable operation of the network. In order to protect the quality of service for all subscribers, the Policy prohibits uses that may impair overall network performance, consume excessive network resources or harm any component of the network. The Policy applies to all users of the Services. For business users, the provisions of the Addendum for Business Users prevail where they differ from any other provisions of this Policy.

2. Acceptable Use

The service may be used for any lawful purpose except those prohibited by this policy. At all times subscribers shall use the service in a manner that preserves the integrity, performance and security of our network and all of its components.

3. Prohibited Use

- A. Subscribers shall not service, alter, modify or tamper with CFU's equipment or Service or permit any other person to do so unless authorized by CFU.
- B. Subscribers shall not connect to the Service any device suspected or known to be infected with harmful software.
- C. Subscribers shall not use or allow others to use the service to restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any CFU host, server, backbone network, node or service, or otherwise cause a performance degradation to any CFU facilities used to deliver the Service.
- D. Subscribers will not use or allow others to use the Service to in any way disrupt any other Internet Service Provider or equipment owned by others.
- E. Subscribers shall not use CFU's equipment or Service for any unlawful purpose, either directly or indirectly, or engage in behavior that constitutes a criminal offense, gives rise to civil liability or otherwise violates any law or regulation.
- F. Subscribers shall not use the service in a manner that creates routing or switching patterns that are inconsistent with the effective use of a shared network. CFU shall have the sole and unreviewable right to determine whether Subscriber's use violates this standard.

- G. Except as specifically otherwise provided in the Addendum for Business Users, where applicable, or a separate written agreement between CFU and the Subscriber, the Service shall be used solely in a private residence or the residential portion of a premises which is used for both business and residential purposes.
- H. Except as provided in the Addendum for Business Users, where applicable, or a separate written agreement between CFU and the Subscriber, the Service shall be used for personal and non-commercial purposes. Subscriber shall not use the Service for operation as an internet service provider, and shall not run programs, equipment, or servers from his or her premises that provide network content or any services (commonly referred to as public services or servers) to anyone outside of a Local Area Network serving the Subscriber's premises. Examples of prohibited services include hosting server software operating on commonly recognized TCP/IP ports; providing a server site for ftp, telnet, rlogin, e-mail hosting, web hosting or other similar applications.
- I. Subscribers shall not resell, otherwise offer or through any act or omission make the Service available to other users, locations or tenants, and shall not charge others to use the Services, in whole or in part, directly or indirectly, or on a bundled or unbundled basis.
- J. Subscribers shall not use the Service to engage in activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature (such activities are commonly known as spamming).
- K. Subscribers shall not use the service in a way that degrades any other user's use of the Service, or creates a disproportional burden on the network. CFU shall have the sole and unreviewable right to determine whether Customer's use violates this standard. Subscribers shall comply with any and all throughput, data storage, and/or other limitations that may apply to the Service, as described in CFU's service brochure, available by request from our office or online at www.cfu.net/terms.
- L. Subscribers will not use or distribute tools designed or used for compromising network security and/or performance.
- M. Subscribers will take no action intended to collect the private information of other persons or entities, or breach or attempt to breach the security of any other user or system.
- N. Subscribers will not impersonate another user, falsify a user name, age or identity in e-mail or in any post or transmission to any website, newsgroup or mailing list or other online venue. Subscriber will not forge any message header of any electronic transmission, originating or passing through the Service, or perform any fraudulent activity.
- O. Subscribers will not violate the rules, regulations, or policies applicable to any network, server, computer database, or web site accessed through the Service.

4. Customer-owned equipment

CFU provides equipment (including but not limited to cable modems, optical network terminals, cabling, splitters and amplifiers) used at Subscribers' premises to deliver the Service.

Subscriber agrees that use of the Service requires or may be facilitated by certain equipment provided by the Subscriber, such as a personal computer, other access device or home networking equipment (Customer Equipment). Subscriber represents that he or she owns the Customer Equipment or has the right to use it, and agrees to adequately repair and maintain all of the Customer Equipment, including inside home wiring, so that it does not interfere with the normal operations of CFU's equipment or network. CFU shall have no obligation to provide, maintain or service the Customer Equipment. CFU makes no representations or warranties as to the compatibility of customer-owned equipment with its network.

5. E-mail

Subscribers may use the Service to access e-mail accounts they maintain with any service provider. CFU makes no representations as to the services, policies or requirements of third-party e-mail providers or accounts that Subscribers may establish and access through the Service.

CFU e-mail (accounts using the mail domain @cfu.net) is offered as an ancillary, optional service for Residential (not Commercial or Business) subscriber convenience, and is provided by a third party under contract with CFU. CFU is not liable for any action or omission of the third party. Account Holders who choose to use the e-mail service provided by CFU agree to the third-party's terms of service.

Subscribers acknowledge and agree that CFU e-mail accounts shall be disabled by CFU 30 days after internet service termination, and user will have no access to e-mail history or messages after that time. User is responsible to notify any and all persons or entities of his/her new e-mail address after termination of service.

6. Open Internet Disclosures

These disclosures are made in accordance with the Open Internet Rules adopted by the Federal Communications Commission on December 23, 2010.

A. Network Management Practices

CFU's management practices are intended to protect network integrity and performance for all users.

The network does not differentiate traffic based upon application or origin.

CFU blocks Windows file sharing and various network ports to maintain consistent service, prevent virus propagation across the network and curtail mass e-mail (spam).

During normal operation congestion management practices are minimal. In an emergency, corrective measures such as service curtailment or rate limiting are applied, to the extent operationally possible, uniformly for all traffic.

The network is actively monitored for security risks and violations of the Terms of Service. Access to the network may be blocked indefinitely without notice if CFU, in its sole discretion, detects or receives a report of any user behavior that violates the Terms, creates a security risk, or impairs the operation or performance of the network.

B. Performance Characteristics

Maximum download and upload speeds and data throughput allowances associated with CFU's internet service plans are published in the service brochure. The service brochure is available from our office and at www.cfu.net/terms.

The maximum connection speeds are not always achieved and are not guaranteed. Under normal network conditions, actual connection speeds available to users range from 90% to 100% of the maximum speeds associated with their service plan. Many factors affect the actual speeds realized by Subscribers. These factors include network conditions and traffic volume; nature of the web traffic being sent and/or received by the subscriber; characteristics of the traffic source and/or destination; number of users connecting to the Service simultaneously at a Subscriber's premises; performance characteristics of the subscriber-owned device(s) being used to access the Service.

Users may access a real-time connection speed test at <http://speedtest.cfu.net>.

C. Privacy Information

Refer to CFU's Privacy Policy, found at www.cfu.net/terms, or request a copy by visiting our office or calling 319-266-1761.

D. Customer Assistance

Report network abuse by sending a message to abuse@cfu.net, or calling 319-268-5221. Requests for information or assistance may be sent to support@cfu.net.

7. Digital Millennium Copyright Act Policy and Claims Procedure

All users of the Service shall comply with U.S. copyright and related laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, CFU reserves the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who, in the sole judgment of CFU, is infringing these rights. CFU may terminate the Service at any time with or without notice for any affected customer or user. This policy does not affect any other rights CFU may have under law or contract.

A. How to file a Notice of Claimed Infringement Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. If you believe that your rights under U.S. copyright law (See Title 17, United States Code, Section 512(c) (3)) have been violated by a user of CFU's service, you may file a Notice of Claimed Infringement as follows:

Name of Designated Agent to Receive Notification: General Manager
Send Notice to this address: 1 Utility Pkwy, PO Box 769, Cedar Falls, IA 50613
Telephone Number of Designated Agent: 319-266-1761
Facsimile Number of Designated Agent: 319-266-8158
E-mail Address of Designated Agent: abuse@cfu.net

A Notice of Claimed Infringement must be in writing and contain the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notice, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When CFU's Designated Agent receives a Notice of Claimed Infringement containing the information described in items 1 through 6 above, CFU will, in accordance with applicable law:

1. Remove or disable access to the material that is alleged to be infringing; and
2. Take reasonable steps to promptly notify the subscriber that it has removed or disabled access to the material.

B. How to file a Counter Notification

If a notice of copyright infringement has been filed against you, you may file a Counter Notification with CFU's Designated Agent. A Counter Notification must be in writing and contain the following information:

1. A physical or electronic signature of the subscriber.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

When CFU's Designated Agent receives a Counter Notification containing the information described in items 1 through 4 above, CFU will, in accordance with applicable law:

1. Promptly provide the complaining party with a copy of the Counter Notification; and
2. Replace the removed material or cease disabling access to the material within 10 to 14 business days following receipt of the Counter Notification, unless CFU's Designated Agent first receives notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringing party from engaging in infringing activity relating to the material on CFU's system or network.

C. NOTES

1. Under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees. See Title 17, United States Code, Section 512(d).
2. The information in this section is provided for informational purposes only, and is not intended as legal advice. If you believe your rights under U.S. Copyright law have been infringed, you should consult an attorney.

8. Violations of the Acceptable Use Policy

If, in the sole judgment of CFU, a Subscriber's use of the Services does not comply with this Acceptable Use Policy or any other provision of the Terms of Service, CFU may:

- Terminate, suspend or limit use of the Services;
- Change the customer's service plan and rate;
- Charge a fee or limit a subscriber's connection speed based upon data throughput;
- Refer the matter to appropriate law enforcement authorities

9. Addendum for Business Service Subscribers

- A. This Addendum applies only to Business Subscribers, as defined in the Terms. For descriptions and prices of CFU's available residential and business service tiers, refer to our service brochure at www.cfu.net/terms, or request a copy of the service brochure by calling 319-266-1761.
- B. Business Subscribers may obtain static IP addresses from CFU and use them for network and device management.
- C. Business Subscribers may use the Services at a residential or commercial establishment for any lawful purpose not prohibited by this Policy.
- D. Business Subscribers may use the Services to host web or mail servers, and to connect a Wide Area Network or Local Area Network to the internet.
- E. Business Subscribers may not resell Services or provide public access to the Services (such as a free or for-pay use of a Wi-Fi network connected to the Services within their place of business) without prior written consent of CFU. Contact CFU's Customer Service Department to request permission for this use.
- F. Business Subscribers may allow designated commercial video Services (and only those services) to be viewed by guests, patrons or customers in public areas at the Subscriber premises, provided that no admission or viewing fee is charged to persons viewing the service. Contact our Customer Service Department or visit www.cfu.net/cable for information on commercial video Services.
- G. Business Subscribers may not provide access to the Services for tenants at residential or commercial rental property without prior written consent of CFU. Contact CFU's Customer Service Department to request permission for this use.