

# Chazy Westport Communications & Westelcom Networks Inc.

## Acceptable Use Policy

### Introduction

Chazy Westport Communications and Westelcom Networks, Inc. appreciate the opportunity to provide you with a connection to the Internet. This Acceptable Use Policy, together with the Terms and Conditions for your Internet service, provide guidelines for your conduct on the Internet as a Chazy Westport Communications and/or Westelcom Networks, Inc. residential or business customer.

By using Chazy Westport Communications and/or Westelcom Networks, Inc. Internet services, you agree to comply with this Acceptable Use Policy and to remain responsible for all activity originating from your account. We reserve the right to modify this Acceptable Use Policy from time to time. These changes will become effective and posted for review at [www.westelcom.com](http://www.westelcom.com). Your use of the Internet services after changes have been made to the Acceptable Use Policy are posted shall constitute acceptance of any changed or additional terms.

### Scope

This Acceptable Use Policy applies to Chazy Westport Communications and Westelcom Networks, Inc. data services that provide (or include) access to the Internet, including but not limited to dialup, Broadband DSL, dedicated data center services, managed security, cloud firewall services, and/or those that are provided over the Internet or wireless data networks (collectively "Internet services").

For ease of reference, this policy addresses the following topics:

- Section 1: Prohibited Activities
- Section 2: Consequences for Activities in Violation of this Policy
- Section 3: Privacy
- Section 4: Account Usage
- Section 5: Copyright Complaints

### Section 1: Prohibited Activities

**General Prohibitions:** It shall be a violation of this Acceptable Use Policy to use our Internet service in any way that is unlawful, harmful to or interferes with use of our network or systems, or the network of any other provider, violates the policies of any network accessed through our Internet service, interferes with the use and enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening material, or constitutes spam/e-mail/internet abuse, a security risk or a violation of privacy.

If you have any questions regarding this Acceptable Use Policy, or wish to report a suspected violation of this policy, you may contact [abuse@westelcom.net](mailto:abuse@westelcom.net).

**Intellectual Property Rights:** Chazy Westport Communications and Westelcom Networks, Inc. Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property, privacy or publicity rights of Chazy Westport Communications and Westelcom Networks, Inc. or any individual, group or entity, including but not limited to, rights protected by any intellectual property right.

**Child Pornography:** Chazy Westport Communications and Westelcom Networks, Inc. Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to Westelcom at the following e-mail address: [cp-abuse@westelcom.net](mailto:cp-abuse@westelcom.net). If Westelcom receives a complaint of child pornography regarding your use of Chazy Westport Communications and Westelcom Networks, Inc. Internet services and child pornography is apparent in the complaint, we will terminate your Internet service immediately. Further, we will report the complaint, any images received with the complaint, your subscriber information, including your screen name or user identification, your location, your IP address, and the date, time and time zone that the images were transmitted to the National Center for Missing and Exploited Children and to any applicable law enforcement agency.

**E-mail and Related Services:** Spam or email abuse is prohibited while using Chazy Westport Communications and Westelcom Networks, Inc. Internet services. Examples of spam or email abuse includes, but are not limited to the following activities:

- Sending a harassing e-mail, whether through content, frequency or size
- Sending the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients
- Sending multiple unwanted e-mail messages to the same address, or sending any e-mail that provokes a complaint to Westelcom from the recipient
- Continuing to send e-mail to a specific address after the recipient or Westelcom has requested you to stop
- Falsifying your e-mail or IP address, or any other identification information
- Using e-mail to originate chain e-mails or originate or forward pyramid-type schemes
- Using a mail server to relay or intercept e-mail without the express permission of the owner
- Placing your web site address, which you have hosted through Westelcom, on unsolicited commercial messages
- Sending e-mails, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of Chazy Westport Communications and Westelcom Networks, Inc. network or of the networks with which Westelcom interconnects, by virtue of quantity, size or otherwise
- Sending unsolicited mass or commercial e-mail ("spamming") for any purpose whatsoever. Mass or commercial e-mail may be sent only to recipients who have expressly requested receipt of such e-mails, by the sending of an e-mail request to the person performing the mass or commercial mailings. This exchanging of requests, acknowledgements, and final confirmations (commonly referred to as a "double opt-in" process) must be adhered to in its entirety for any mass or commercial e-mail to be considered "solicited." If you send mass or commercial e-mail, you must maintain complete and accurate records of all e-mail subscription requests, specifically including the e-mail and associated headers sent by you. Subscriptions that do not have a

specific recipient-generated e-mail request associated with them are invalid, and are strictly prohibited. A violation of the CAN-SPAM Act will be considered a violation of this policy.

**Hacking and Attacks:** Hacking or attacking is prohibited using Chazy Westport Communications and Westelcom Networks, Inc. Internet services. Hacking is any unauthorized attempt to monitor access or modify computer system information or interference with normal system operations, whether this involves Chazy Westport Communications or Westelcom Networks Inc.'s equipment or any computer system or network that is accessed through our service. Attacking is any interference with Internet service to any user, host or network, including mail bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Examples of hacking and attacking include, but are not limited to the following:

- Satan or port scans, full, half, FIN or stealth (packet sniffing)
- SubSeven port probes
- BO scans or attacks
- Mail host relaying, mail proxying, or hi-jacking
- Telnet, FTP, Rcommands, etc. to internal systems
- Attempts to access privileged or private TCP or UDP ports
- Multiple and frequent finger attempts
- User ID/Password cracking or guessing schemes
- Virus, worms and Trojan horse attacks
- Smurf, teardrop and land attacks
- Participation in botnets, including but not limited to, spam e-mail messages, viruses, computer/server attacks, or committing other kinds of crime and fraud

**Network Management:** To preserve the integrity of our network, we implement reasonable network management practices to ensure that all customers have an enjoyable experience using the Internet. Chazy Westport Communications and Westelcom Networks, Inc. Internet services shall not be used in a manner that is excessive or unreasonable with respect to frequency, duration or bandwidth consumption when compared to the predominant usage patterns of other customers on a similar service plan or in your geographic area. As technology and customer usage change, Chazy Westport Communications and Westelcom Network Inc. reserve the right to adjust its determination of excessive or unreasonable use. Chazy Westport Communications and Westelcom Network Inc. reserves the right to terminate service that it determines is excessive or unreasonable or to implement charges for excessive or unreasonable usage in its sole discretion. In the event Chazy Westport Communications and/or Westelcom Network Inc. determines, in its sole discretion, a customer's usage is excessive or unreasonable, reasonable efforts to provide notice prior to taking any action regarding customer's service will be undertaken.

## **Section 2: Consequences for Activities in Violation of this Policy**

**Suspension and Termination:** Chazy Westport Communications and Westelcom Network Inc. has the right in its sole discretion, with or without notice, to suspend or terminate your account when you engage in any conduct that violates Chazy Westport Communications and Westelcom Networks, Inc. Terms and Conditions, which includes this Acceptable Use Policy, your written contract, if applicable, and/or any other Chazy Westport Communications and/or Westelcom Network Inc. policy applicable to the service. We will make reasonable efforts to contact you if you are in jeopardy of suspension or termination; however, to protect our network and our customers, we reserve the right to block you first

and subsequently contact you. We also reserve the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists.

**Charges:** You agree to be responsible and pay for any activities that result in damages and/or administrative costs to us or our customers. These damages include, but are not limited to the following: system shut downs, retaliatory attacks or data flooding, and loss of peering arrangements. Damages may be as follows:

- Legal fees, subject to a minimum fee of \$500
- Unsolicited bulk/spam cleanup: You will be charged \$300 + \$5 per message sent + \$100 per complaint received by Westelcom.

Chazy Westport Communications and Westelcom Networks, Inc. reserves the right to modify its rates any time and will provide notice through this policy.

### **Section 3: Privacy**

Any information transmitted through the Internet, including information about you, can be intercepted by unwanted third parties. There is no guarantee that you, Chazy Westport Communications or Westelcom Networks, Inc. can prevent this. We provide certain security measures to reduce the risk that information about you is intercepted by others.

In an effort to protect your privacy, we:

- Use security techniques designated to prevent unauthorized access of information about you.
- Will honor your requests to remove your name from e-mail solicitation lists.
- Do not collect personally identifiable information about you unless you provide it to us.
- Do not sell the names and addresses of our customers, or visitors to our sites, to others without providing information of that disclosure when the personally identifiable information is collected.
- Do not provide customer information to other companies with which we do business without an understanding that they will respect your privacy.

For further information about Chazy Westport Communications and Westelcom Networks, Inc. privacy policies, please see Chazy Westport Communications and Westelcom Networks, Inc. Privacy Policy at Policies and Notifications on our website: [www.westelcom.com](http://www.westelcom.com).

### **Section 4: Account Usage**

#### **Usage**

Your Chazy Westport Communications and Westelcom Networks, Inc. Internet account may only be used according to your service plan. If your account is not a dedicated account, then it may not be used to provide dedicated services such as e-mail, gaming, or streaming audio or video servers. Dedicated accounts may include, but are not limited to Static DSL, Ethernet Internet and Dedicated Internet services. We have several dedicated service solutions for you to consider if you desire continuous access to the Internet. We may end an Internet session following periods of inactivity to minimize the burden

on the network. The use of automated intervention, such as software or hardware devices, for the purpose of maintaining a connection to the service is strictly prohibited.

### **Passwords**

You are solely responsible for maintaining the confidentiality of your account I.D. and passwords. Subscribers should not provide their login and password for use by others outside of their immediate business or household. You must notify us immediately if your account I.D. and/or password have been lost, stolen, or otherwise compromised. Simultaneous use of our service by multiple users with a single login and password is not allowed. Reselling or sharing, in whole or in part, access to your Internet account or Internet connectivity without our expressed written consent is prohibited.

### **Internet Software**

Chazy Westport Communications and Westelcom Networks, Inc. are not a software licensor, and the license agreement for your Internet software is not a part of your service agreement with us. This means that your software license agreement may either remain in effect or terminate independently from your Internet service.

We are not responsible for technical support or the integrity of any files or software that you obtain from any other source. It is your responsibility to determine whether any software that you intend to use, including any program that you intend to download from the Internet, is compatible with your computer and can be installed correctly and safely. We strongly recommend that you review the documentation accompanying any software before you attempt to install it.

### **Section 5: Copyright Complaints**

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet or other telecommunications networks.

As a provider of transitory digital communications, Chazy Westport Communications and Westelcom Networks, Inc. activities are typically protected by a Safe Harbor provision of the DMCA (see 17 U.S.C. 512 (a)). Chazy Westport Communications and/or Westelcom Networks, Inc. are therefore not obligated to respond to a copyright owner (or the owner's agent) nor does Chazy Westport Communications and/or Westelcom Networks, Inc. have a duty to remove or disable access to material transmitted, routed or connected to their network(s) that is initiated and/or directed by an individual user.

If you believe that Chazy Westport Communications and/or Westelcom Networks, Inc. has infringed your copyrighted work in a way that does not fall within the applicable DMCA Safe Harbor provision, please provide notice to our Designated Copyright Agent at the address below. The notice must include the following information as required by the DMCA (see 17 U.S.C. 512 (c) (3)). In addition, the notice should include the basis for your belief that Chazy Westport Communications and/or Westelcom Networks, Inc. is not merely providing transitory digital communications under 17 U.S.C. 512 (a) of the DMCA:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a singled notification, a representative list of such works at that site;
- 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 provided to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 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;

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.

The Designated Copyright Agent for Chazy Westport Communications and Westelcom Networks, Inc. may be reached at:

Westelcom Network, Inc.  
130 Park Place  
Watertown, NY 13601

Attention: Designated Copyright Agent  
By fax: 315-779-9404  
By e-mail: [DMCA@Westelcom.net](mailto:DMCA@Westelcom.net)

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with our Designated Copyright Agent at the address noted above. The counter notification must provide the following information:

- Physical or electronic signature of the subscriber;
- 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;
- 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;
- The subscriber's name, address, telephone number and e-mail address, and a statement that the subscriber consents to the jurisdiction of the 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.

Further information and an example of a properly formatted DMCA Notice can be found at Policies and Notifications on our website: [www.westelcom.com](http://www.westelcom.com).

