

**Ponca City Broadband  
Residential Customer Service  
Acceptable Use Policy**

Effective: January 1, 2019

**Important Note:** Ponca City Broadband may revise this Acceptable Use Policy from time to time without notice by editing the information on this page. Accordingly, users of the Ponca City Broadband residential service should consult [www.poncacityok.gov/710/Ponca-City-Broadband](http://www.poncacityok.gov/710/Ponca-City-Broadband) regularly to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this policy, the terms of this policy will govern. Questions regarding this policy can be directed to [legal@poncacityok.gov](mailto:legal@poncacityok.gov). Complaints of violations of this policy by Ponca City Broadband users can be directed to [abuse@poncacityok.gov](mailto:abuse@poncacityok.gov).

## **I. PROHIBITED USES AND ACTIVITIES**

Ponca City Broadband provides **Internet** access service to residences (the "Services"). The Ponca City Broadband residential service allows subscribers to connect to the **Internet** through a high-speed **Internet** access connection. Each customer of Ponca City Broadband is responsible for ensuring that the use of all Services provided to such customer complies with this Acceptable Use Policy (the "Policy").

ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE PONCA CITY BROADBAND CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, interfere with or diminish the use and enjoyment of the Service by others, or impede Ponca City Broadband from providing the Service or operating its business. These prohibited uses and activities include, but are not limited to, using the Services, customer-provided equipment, or Ponca City Broadband provided equipment, either individually or in combination with one another, to:

### **Conduct and information restrictions**

- undertake or accomplish any unlawful purpose;
- upload, download, post, store, send, transmit, or disseminate any information or material which is harassing, threatening, or intimidating;
- upload, download, post, publish, transmit, reproduce, or in any other way infringe copyrights of third parties;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- collect responses from unsolicited bulk messages;
- send empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup;
- collect very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- falsify, alter, or remove message headers with an intent to deceive;
- falsify references to Ponca City Broadband or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Website that you access;

### **Technical restrictions**

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with Ponca City Broadband Equipment or Service or permit any other person to do the same who is not authorized by Ponca City Broadband;

### **Network and Usage Restrictions**

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Ponca City Broadband (or Ponca City Broadband supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Ponca City Broadband (or Ponca City Broadband supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
- connect the Ponca City Broadband Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP;
- engage in Excessive Use, as defined below.

## **II. CUSTOMER CONDUCT AND FEATURES OF THE SERVICE**

### **What are your obligations under this Policy?**

You are responsible for any misuse of the Services, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you should take steps to ensure that others do not gain unauthorized access to the Services and ensure that users you have authorized do not engage in any of the "Prohibited Uses and Activities" identified above.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Ponca City Broadband recommends against enabling file or printer sharing of any sort. Ponca City Broadband recommends that any files or services you do choose to make available for remote access be protected with a strong password, personal firewall or as otherwise appropriate.

### **How Does Ponca City Broadband address inappropriate content and transmissions?**

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all federal, state and local laws, regulations and other rules. For example, it is possible to obtain access to content which is harassing, threatening, intimidating, pornographic or offensive, particularly to children. Ponca City Broadband does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service and Ponca City Broadband shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider. You are solely responsible for any information which you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content.

**PONCA CITY BROADBAND DOES NOT HAVE ANY OBLIGATION TO MONITOR TRANSMISSIONS MADE ON THE SERVICES. HOWEVER, PONCA CITY BROADBAND DOES HAVE THE RIGHT TO MONITOR SUCH TRANSMISSIONS FROM TIME TO TIME AND TO DISCLOSE THE SAME. BY USING THE SERVICES TO REPRODUCE, PUBLISH, DISPLAY, TRANSMIT AND DISTRIBUTE CONTENT, A USER IS WARRANTING THAT THE CONTENT COMPLIES WITH THIS POLICY.**

### **What requirements apply to instant, video, and audio messages?**

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Ponca City Broadband assumes no responsibility for the timeliness, miss-delivery or deletion of, or any failure to store, these messages.

## **III. NETWORK MANAGEMENT AND LIMITATIONS ON BANDWIDTH CONSUMPTION**

The Ponca City Broadband network is designed for typical usage by a typical residential computer user. Computer activity resulting in excessive or sustained bandwidth consumption may burden the network and such usage may be investigated. Ponca City Broadband does not enforce any data caps, and will not (except for the limits of the specific service plan) throttle data speeds, but Ponca City Broadband reserves the right to investigate any non-typical usage patterns to ensure the Service is not being abused. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole but reasonable judgment of Ponca City Broadband) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Ponca City Broadband ability to deliver the Service and monitor the Services, backbone, network nodes, and/or other network services.

### **How does Ponca City Broadband manage its Network?**

Ponca City Broadband strives to provide customers the best experience when using our network, a shared resource among thousands of customers.

Ponca City Broadband may use tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying hardware problems that present erratic network traffic, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, and (iii) using other tools or techniques that Ponca City Broadband may be required to implement in order to meet its goal of delivering the best broadband Internet experience to all its customers.

#### **How does Ponca City Broadband track usage?**

Ponca City Broadband collects data on customer traffic pattern usage through the use of traffic management software. Ponca City Broadband reserves the right to conduct tests to improve network security, to enhance the performance of our network, and to determine whether to make available new service offerings. These technical tests are performed almost continuously and without notice.

#### **How does Ponca City Broadband address Excessive Use or uncharacteristic use?**

The Ponca City Broadband residential service offering is a consumer product designed for personal use of the Internet. Therefore, if Ponca City Broadband in its sole but reasonable discretion determines that a customer is using the service for anything other than typical residential uses, Ponca City Broadband reserves the right to (a) adjust, suspend or terminate Service accounts at any time and without notice; or (b) require the user to upgrade the service level or pay additional fees in accordance with Ponca City Broadband then-current, applicable rates and charges for such Service.

#### **What activities may cause excessive bandwidth consumption and uncharacteristic use?**

Common activities that may cause excessive bandwidth consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups, whether provided by Ponca City Broadband or a third party.

#### **What services are not available to Residential service users?**

The Service does not provide the type of security, upstream performance and service level agreements typically associated with business/commercial use. You may not run a server in connection with the Ponca City Broadband residential service, nor may you provide network services to others via the Ponca City Broadband residential service. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, FTP, IRC, DHCP and multi-user interactive forums. For information about Ponca City Broadband business/commercial Internet pricing, please see call 580-718-5074.

## **IV. VIOLATION OF THIS ACCEPTABLE USE POLICY**

#### **What happens if you violate this policy?**

Ponca City Broadband reserves the right to suspend without notice or terminate the Service and your Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

## **How does Ponca City Broadband enforce this Policy?**

Ponca City Broadband does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to comply with applicable law and promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Services.

If we receive notice under the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, that you have allegedly infringed the intellectual property rights of a third party, we retain the right to take down or disable access to the allegedly infringing material. In complying with applicable law in this area, it is our policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. We also will take such other action as appropriate under the circumstances to preserve our rights.

Although Ponca City Broadband has no obligation to monitor the Services and/or the network, Ponca City Broadband reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this Policy; and/or to protect the network and other Ponca City Broadband users. Ponca City Broadband prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which Ponca City Broadband, in its sole but reasonable discretion, believes violate this Policy, Ponca City Broadband may take any responsive actions it deems appropriate. Such actions include, but are not limited to, immediate suspension or termination of all or any portion of the Services. Ponca City Broadband will not have any liability for any such responsive actions. The above described actions are not the exclusive remedies of Ponca City Broadband and Ponca City Broadband may take any other legal or technical action it deems appropriate.

Ponca City Broadband reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Ponca City Broadband servers and network. During an investigation, Ponca City Broadband may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

You hereby authorize Ponca City Broadband to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Ponca City Broadband providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, Ponca City Broadband is authorized to delete any user ID, files, programs, and data associated with such account. The failure of Ponca City Broadband to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Oklahoma.

## **V. MISCELLANEOUS PROVISIONS**

### **Optical Network Terminal**

Ponca City Broadband strives to produce a high level of reliability, stability and security for our High Speed Internet Subscribers. The Optical Network Terminal (modem) is a critical network element which we constantly evaluate for compatibility and performance. The Optical Network Terminal installed inside the customer's home will remain the property of Ponca City Broadband. Ponca City Broadband grants

each customer a limited use license for this property, for as long as the service is active in the customer's home. The customer is responsible for returning the Optical Network Terminal to Ponca City Utility Billing within 7 days of discontinuing the Ponca City Broadband service.

### **Communication**

Ponca City Broadband may choose to communicate with you regarding these policies using a variety of methods including regular mail, email and/or telephone calls. These notices may require you to acknowledge receipt of the message.

### **Limitations of Liability**

Ponca City Broadband will make reasonable efforts to provide customers with uninterrupted and error-free service. Nonetheless, there are numerous factors that could affect the Service. Temporary interruptions of the Service may occur as normal events in the provision of the Service. Ponca City Broadband reserves the right to interrupt the Service usually between the hours of 1am to 5am (CST or Local) for routine maintenance purposes. Also understand that Ponca City Broadband has no control over the networks, facilities or services of third parties and that delays and disruptions involving them are completely beyond Ponca City Broadband control. As to Ponca City Broadband equipment and software, failure may occur without warning due to causes ranging from our own errors to malicious attack. If you have requirements that substantially exceed the average residential consumer's needs you should purchase an alternate, backup connection.

Ponca City Broadband does not represent or warrant that traffic on its network will be virus or spam free. In light of that, your use of the Service is at your own risk and the Service is provided without warranty or guarantee of any kind either expressed or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Ponca City Broadband will not be liable for any interruptions in service or failure to perform or partial performance that results in corrupted transmissions and will not be responsible for consequential damages of any sort. In any event, Ponca City Broadband liability to you for all potential claims will not exceed the total pro-rated, daily amount of service fees paid during any such time period of outage, once the customer notifies Ponca City Broadband of the outage.

**NOTHING IN THIS AGREEMENT GIVES THE CUSTOMER ANY INTEREST, TITLE OR LICENSE IN THE IP ADDRESS THAT IS USED IN CONJUNCTION WITH THE SERVICE.**