



COMMUNITY COMMUNICATIONS COMPANY

COMMERCIAL ACCEPTABLE USE POLICY

Community Communications Company (CCC) provides a variety of Internet Services, access to our website, and email domains (Services) to residences and businesses (Subscriber). CCC may modify this Acceptable Use Policy (AUP) at any time without notifying its users. For this reason, CCC users should consult the CCC website (www.ccc-cable.net/aup) regularly to ensure that their actions are in compliance with the most recent version of the AUP. In the event of any conflict between this AUP and the CCC Terms and Conditions of Use, this AUP will govern.

By using CCC Internet Services, 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.

If you do not agree to abide by this AUP please notify CCC immediately.

1.0 Introduction

1.1 This AUP is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of CCC. We believe that the restrictions set out in this AUP represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that CCC's Internet access is not used in an abusive or illegal way.

1.2 CCC users are responsible for ensuring that their accounts are used in accordance with this AUP. If CCC has reason to suspect that a user, or anyone using a user's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, CCC determines that an account has been used in violation of this AUP, CCC may, in its discretion, terminate the user account.

1.3 CCC has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this AUP from occurring.

1.4 The failure of CCC to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

2.0 Illegal Activities

CCC users must not use CCC Internet to encourage, facilitate or engage in any illegal activities, including, without limitation:

- a. defamation: posting or transmitting any material which is defamatory under any applicable law;
- b. fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- c. unlawful material: posting or disseminating unlawful material
- d. false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- e. copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright; and
- f. trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

3.0 Electronic Mail

3.1 CCC users must not use CCC e-mail to:

- a. send unsolicited bulk e-mail (so-called "Spam");
- b. send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called "E-Mail Bombing");
- c. repeatedly send e-mail to any person or entity who does not wish to receive it. If a recipient asks to stop receiving e-mail from a CCC user, then that CCC user must not send that person further e-mail; and
- d. subscribe to any e-mail list or service on behalf of a third party without that third party's consent.

3.2 CCC users must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a CCC account as an e-mail return address or "drop" for responses.

3.3 CCC users must not forge, alter or remove any e-mail header.

3.4 Any e-mail address on domains owned by CCC is property of CCC and may be terminated or re-assigned without notice.

4.0 Security, Privacy and "Hacking"

The Subscriber is responsible for any misuse of the Services that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Subscribers must ensure that others not gain unauthorized access to the Services.

4.1 CCC users must not:

- a. directly or indirectly disrupt or interfere with the normal operation of CCC systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use CCC services or the Internet, including, but not limited to:
 - i. denial of service attacks;
 - ii. flooding of networks;
 - iii. attempts to overload a service; and
 - iv. attempts to cause system crashes,or attempt to do so; or
- b. gain access or attempt to gain access to the private systems or data of CCC, without the prior consent of CCC.

4.2 CCC users must not use their CCC accounts to:

- c. circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network; or
- d. disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.
- e. gain access or attempt to gain access to the private systems or data of CCC, or any third party without the prior consent of CCC or the third party.

5.0 Usenet Newsgroups

5.1 CCC users must not:

- a. post a single article or substantially similar articles to an excessive number of newsgroups, or cross-post to an excessive number of newsgroups;
- b. post articles on a newsgroup which are off-topic according to the newsgroup charter;
- c. post binary or encoded binary files to newsgroups not specifically designated for that purpose;
- d. post commercial messages on a non-commercial CCC newsgroup without prior approval from CCC;
- e. engage in any of (a), (b), (c) or (d) from a provider other than CCC and use an account on CCC as an e-mail return address or "drop" for responses, or
- f. engage in any of (a), (b), (c) or (d) from a provider other than CCC for the purpose of drawing attention to a service hosted by or on CCC's network.

5.2 CCC reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.0 Censorship and Adult Materials

CCC believes in freedom of expression and the right of individuals to decide for themselves what they want to see and listen to. We do not believe it is the place of an ISP to censor or regulate the Internet. However, users must not use CCC to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

CCC assumes NO responsibility for Internet content available through the Services. Subscribers are responsible for restricting access to material they deem inappropriate on the Internet, by purchasing the appropriate filtering software, or by monitoring Internet use. Content questions or complaints should be addressed to the content provider.

7.0 Miscellaneous

7.1 False Pretences. Users must not use CCC to impersonate any person or use a fictitious user name with any of CCC's services, including in any e-mail, Usenet posting, or Internet Relay Chat ("IRC") site. This restriction does not preclude the use of nicknames in IRC, the use of anonymous remailer services, or postings to any site that permits pseudonyms.

7.2 Unsolicited Advertising. Residential users must not use CCC to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to any person except in those areas and on those websites that are designated for such a purpose.

7.3 Harassment, Threats and Abuse. Users must not use CCC to harass, threaten, or abuse any person or group of people by any means.

7.4 Crude or Offensive Postings. Users must not use CCC to post offensive or crude messages or images on publicly accessible pages or sites, except where such messages or images are appropriate having regard to the nature of the site. CCC has the right, but not the obligation, to remove messages or images that CCC, in its sole discretion, determines are offensive.

7.5 Multiple access. Users must not maintain more than one simultaneous connection to CCC or any CCC service.

7.6 Disruptive Conduct. Users must not use CCC to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects other users, individuals or entities.

8.0 Bandwidth/Network Traffic and Other Limitations

CCC has the right to employ bandwidth management tools at their disposal to protect the user experience of other CCC Subscribers. Commercial fiber customers are exempt from this limitation.

9.0 Updates

9.1 This AUP is subject to change without notice. The current version of the AUP is always available at www.ccc-cable.net/aup

10.0 Questions and Complaints

Please direct any questions you may have regarding this AUP and complaints regarding violations of this AUP by other CCC users to our customer service department. Contact information is as follows:

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