



Broadband®

## Acceptable Use Policy

Jackson Energy Authority | 731.422.7500





## **INTRODUCTION**

Jackson Energy Authority ("JEA") has formulated this Acceptable Use Policy ("AUP"), in order to set forth terms regarding the responsible use of JEA's network and any associated equipment, systems, Internet services, and web sites (collectively, "the Services") by our customers and other users of the Services (collectively, "Users").

PLEASE READ THIS AUP CAREFULLY BEFORE USING ANY OF THE SERVICE(S). BY USING ANY PART OF THE SERVICES, USER AGREES TO BE BOUND BY THIS AUP AS SPECIFIED BELOW AND TO THE TERMS AND CONDITIONS OF SERVICE IN THE AGREEMENT USER SIGNED WITH JEA WHEN SERVICE WAS INSTALLED AT USER PREMISES (Terms and Conditions). IF USER DOES NOT AGREE TO ANY PART OF THIS AUP AND/OR TERMS AND CONDITIONS, THEN USER SHOULD REFRAIN FROM USING THE JEA SERVICES.

User represents that user has read and agrees to be bound by the AUP and Terms and Conditions, and that user(s) is at least eighteen years of age. JEA may revise and update this AUP and/or Terms and Conditions at any time by posting the amended terms to the JEA web site. User's continued use of the Service(s) means that User accepts and agrees to the revised AUP and/or Terms and Conditions. If User disagrees with the AUP and/or Terms and Conditions (as amended from time to time), User's sole and exclusive remedy is to discontinue using the Services. User should visit the AUP and Terms and Conditions often to be aware of any updates.

## **AVAILABILITY OF CONTENT AND SERVICES**

JEA does not actively monitor or exercise editorial control over any Internet content, applications, or services.

## **RESPONSIBILITY FOR CONTENT**

User is solely and exclusively responsible for any material User, or anyone using User's account, distributes, copies, creates, or otherwise makes available through the Services. JEA takes no responsibility for any material created or accessible on or through the Services or the Internet. User is solely responsible for all content available on or through User's web site, if any, and JEA expressly disclaims any and all liability for any such content. In the event that JEA becomes aware that any such material created by Users may violate any part of this AUP and/or may expose JEA to civil or criminal liability, JEA reserves the right to block access to such material, and suspend or terminate Services. JEA cooperates with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that JEA deems responsible for the wrongdoing.

## **INAPPROPRIATE CONTENT**

Users shall not use the Services to transmit, distribute or store material that is illegal, as reasonably determined by federal law or by any regulatory authority or JEA, including but not limited to illegal pornographic material (including child pornography), defamatory, libelous, threatening, harassing, abusive, hateful, or excessively violent material.

## **INTELLECTUAL PROPERTY**

Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Services in any manner that would infringe, violate, dilute or misappropriate any such rights. If User uses a domain name in connection with any of the Services, User must not use that domain name in violation of the trademark, service mark or similar rights of any third party.

## **NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT**

Under the Online Copyright Infringement Liability Limitation Act of 1998, 17 U.S.C. § 512 (the "Act"), JEA has a policy reserving its right to terminate subscribers and account holders who repeatedly infringe on copyrights. If JEA receives a determination that any subscriber or account holder infringed another's copyright through the use of JEA's system or network, JEA may terminate service to that account after receiving notice of any further copyright infringement on the account. JEA accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

## **NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT**

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Contact: Ryan Porter

Mail: Sr. VP / COO  
Jackson Energy Authority  
250 N. Highland Ave.  
Jackson, TN 38301  
Attn: Copyright Claims

Email: [dmca@jaxenergy.com](mailto:dmca@jaxenergy.com)

Fax: (731) 422-7221  
Attn: Sr. VP / COO – Copyright Claims

## **TAKE DOWN**

JEA reserves the right to reject or remove any material residing on or transmitted to or through the Services that it, in its sole discretion, believes is unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. JEA may immediately remove content posted by User or User's employees, if JEA believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Act. Upon JEA's request, User shall terminate service to any of User's users who, in JEA's sole discretion, have violated the AUP, Terms and Conditions, or applicable law or regulations.

## **HARMFUL CONTENT**

Users shall not use the Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Services, any other network or equipment, or other Users.

## **FRAUDULENT/MISLEADING CONTENT**

Users shall not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

## **UNSOLICITED MESSAGES**

Users may not use the Services to send unsolicited email messages, including, without limitation, bulk commercial advertising or information announcements (collectively referred to as "Spam"), including, without limitation, actions such as using an email account on JEA's network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send email messages which are excessive and/or intended to harass or annoy others, (b) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them, (c) send email with forged TCP/IP packet header information, (d) send malicious email, including, without limitation, "mailbombing," (e) send or receive email messages in a manner that violates the use policies of any other Internet service provider, (f) use an email box exclusively as a storage space for data, or (g) post the same or similar message to one or more news groups (excessive cross-posting or multiple posting). An email message will be considered unsolicited if it is sent to a recipient (1) who has not expressly requested or invited it; (2) with whom the sender does not have an existing business or personal relationship; or (3) who has requested that the sender not send them any further messages.

## **ROBOCALL MITIGATION PROHIBITIVE ACTIVITIES TERMS AND CONDITIONS**

JEA's Robocall Mitigation Plan requires JEA to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of JEA services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

- Continuous or extensive chat line or conference call participation,
- Use of free conference calling or similar services that JEA in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- Use of an open telephone line as a monitoring, intercom or similar service;
- Repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- Long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- Use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
- Restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
- Engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by JEA, or otherwise involving the Services or any JEA account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- Utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

## **MONITORING BY JEA**

JEA may monitor the JEA web sites, the Services and/or server contents at any time to (1) comply with any necessary laws, regulations or other governmental requests, this AUP and/or the Terms and Conditions; (2) operate the server properly; or (3) protect itself and its Users.

## **LIABILITY DISCLAIMER**

JEA ASSUMES NO LIABILITY FOR ANY FAILURE TO ENFORCE THE TERMS OF THIS AUP. USER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET GENERALLY.

## **SYSTEM AND NETWORK SECURITY**

Users are prohibited from violating or attempting to violate the security of the Services, including, without limitation: (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) impersonating JEA personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks or "crashing," (e) forging any TCP/IP packet header or any part of the header information in any e-mail or news group posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for the Services. Violations of system or network security may result in civil or criminal liability. JEA will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

## **VIOLATIONS**

User understands that JEA employs an abuse interface to monitor and manage reported violations of this AUP, Terms and Conditions, system or network security, any law or regulation, or other network abuses and that JEA may notify user of any reported violations by User, User's users and/or employees. Use of the Services constitutes consent to monitoring. If a User is suspected of hacking or violating network security, the User may be subject to criminal and civil liability. JEA will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected.

## **SUSPENSION; TERMINATION; ACCESS RESTRICTION**

Users are responsible for compliance with this AUP by any User of User's account. User agrees that any violation by User, User's employees or users of this AUP and/or Terms and Conditions may result in suspension or termination of service, without notice, and at JEA's sole option. User agrees that JEA shall not be liable for any damages of any nature suffered by User, User's customers, any other User, or a third party resulting in whole or in part from JEA's exercise of its rights under this AUP and/or Terms and Conditions. User further agrees that JEA may terminate User's service if any law enforcement agency, acting within its jurisdiction, advises that the Services are being used in violation of the law.

JEA reserves the right, in its sole discretion, to terminate User's access to any or all JEA Web sites and the related services or any portion thereof at any time, without notice.

## **RESELLING**

User may not resell the Service, or any portion thereof, or otherwise charge others to use JEA Services, or any portion thereof. Further, User will not redistribute the Services, or any portion thereof, whether or not User receives compensation for such redistribution.



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[www.eplusbroadband.com](http://www.eplusbroadband.com)