

### **AFN's Acceptable Use Policy for**

**AFN DATA and AFN Internet Products and Services** Ashland Fiber Network's (AFN) Acceptable Use Policy (the "Policy") for AFN's DATA or Internet Products and Services is designed to help protect AFN, AFN's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by AFN. AFN reserves the right to modify the Policy at any time.

### **PROHIBITED USES OF AFN'S**

**SYSTEMS, PRODUCTS AND SERVICES**

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (e.g., "e-mail spam"). This includes, but is not limited to, bulk-mailing of commercial advertising, informational announcements, and political tracts. It also includes posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). AFN accounts or services may not be used to collect replies to messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.
3. Unauthorized use, or forging, of mail header information (e.g., "spoofing").
4. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
5. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
6. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any AFN customers or end-users by any means or device.
7. Knowingly engage in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any AFN customers or end-users whether on the AFN network or on another provider's network.
8. Using AFN's Products and Services to interfere with the use of the AFN network by other customers or authorized users.
9. Each AFN IP customer is responsible for the activities of its customer base/representatives or end-users and, by accepting service from AFN, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of a AFN IP customer will be forwarded to the AFN IP customer's postmaster for action. If violations of the AFN Acceptable Use Policy occur, AFN IP customer's Products and Services reserves the right to terminate services with or take action to stop the offending customer from violating AFN's AUP as AFN deems appropriate, without notice.

**Terms of Service** To ensure that all AFN Network users experience reliable service, AFN requires users to adhere to the following terms and conditions. If you have any questions or concerns regarding AFN service, call the appropriate contact listed on your monthly billing statement. AFN DATA customers can contact 552-2222 and AFN Internet (Cable Modem) customers need to contact their respective Internet Service Provider.

**AFN Data Services** Bandwidth use will be monitored at the AFN Headend.

**AFN Internet** AFN Internet (Cable Modem Services) are a "Best Effort" Service. This means we will do our absolute best to keep the service on line, but there is no warranty as to availability.

Should an Uncapped Cable Modem Service site exceed the maximum sustained downstream bandwidth of 256Kbps or maximum sustained upstream bandwidth of 128Kbps [1] they will receive a notification requiring their service level to be upgraded to the AFN DATA service to match the needs of their usage.

Should a Capped Cable Modem Service site exceed the maximum sustained downstream bandwidth of 128Kbps or maximum sustained upstream bandwidth of 128Kbps [1] they will receive a notification requiring their service level to be upgraded to the AFN Internet Uncapped service to match the needs of their usage.

**AFN Internet Static IP Services** â No reselling of bandwidth services. Web hosting limited to single business site to service the business with the connection.  
â Bandwidth use will be monitored at the AFN Headend.

**AFN Internet Dynamic Services** â Dynamically Assigned IP Address. Use of fixed addresses will be considered a theft of service and service will be disconnected. Use of a device to clone a MAC address will also be considered a theft of service and will be disconnected.

â No commercial activity of any kind.

â Individual or family personal web serving only.

â No email servers, reflectors or streaming media servers.

â The Ashland Fiber Network will maintain the integrity and use of its bandwidth and

therefore strictly prohibits the reselling of bandwidth by any of its users as listed above.

Use of Point to Point (P2P) applications may be restricted or prohibited if such use is a detriment to the operation of the AFN Network.

Users must conform to our Acceptable Use Policy (AUP), Federal Communications Commission rules and laws, and in the event AFN determines that any of our users are acting in violation of our AUP, FCC regulations or State or Local law, we will terminate the service immediately.

Your cooperation ensures that AFN users of all levels of service will experience reliable high-speed Internet service.

[1] Measured by averaging usage in 5-minute increments, where use is above the set rate for more than 20% in any single billing cycle.

**City of Ashland and the Ashland Fiber Network (AFN) Digital Millennium Copyright Act Policy** AFN is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). AFN respects the legitimate rights of copyright owners, and has adopted an efficient notice and takedown procedure as required by the DMCA and described herein. This policy is intended to guide copyright owners in utilizing that procedure, and also to guide webmasters in restoring access to websites that are disabled due to mistake.

**Notice to Owners of Copyrighted Works** The DMCA provides a legal procedure by which you can request any Online Service Provider to disable access to a website where your copyrighted work(s) are appearing without your permission. There are two parts to the legal procedure: (1) Writing a Proper DMCA Notice, and (2) Sending the Proper DMCA Notice to AFN's Designated Agent.

**How to Write a Proper DMCA Notice** A Proper DMCA Notice will notify AFN of particular facts in a document signed under penalty of perjury. We refer to this as a "Proper DMCA Notice." To Write a Proper DMCA notice, please provide the following information:

1. Identify yourself as either:
  - a. The owner of a copyrighted work(s), or
  - b. A person "authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

2. State your contact information, including your TRUE NAME, street address, telephone number, and email address.
3. Identify the copyrighted work that you believe is being infringed, or if a large number of works are appearing at a single website, a representative list of the works.
4. Identify the material that you claim is infringing your copyrighted work, to which you are requesting that AFN disable access over the World Wide Web.
5. Identify the location of the material on the World Wide Web by providing "information reasonably sufficient to permit AFN to locate the material."
6. State that you have "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law."
7. State that the information in the notice is accurate, under penalty of perjury.

Sign the notice with either a physical or electronic signature.

**Sending The Proper DMCA Notice to the Designated Agent** To exercise your DMCA rights, you must send your Proper DMCA Notice to the following agent designated by AFN (the "Designated Agent".) The contact information for AFN's Designated Agent is:

Email: [abuse@ashlandfiber.net](mailto:abuse@ashlandfiber.net)

**What We Do When We Receive A Proper DMCA Notice** AFN will follow the procedures provided in the DMCA, which prescribe a notice and takedown procedure, subject to the webmasters right to submit a Counter-notification claiming lawful use of the disabled works.

**Notice and Takedown Procedure** It is expected that all users of any part of the AFN system will comply with applicable copyright laws. However, if AFN is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. AFN will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

**Notice to Users of AFN Systems** Pursuant to the Terms of Service Agreement you agreed

to when you were permitted to become a System User, you are required to use only lawfully-acquired creative works as website content, and your website may be disabled upon receipt of notice that infringing material is appearing there. (AFN also respects the legitimate interests of webmasters in utilizing media content lawfully, being permitted to present a response to claims of infringement, and obtaining timely restoration of access to a website that has been disabled due to a copyright complaint.)

Your System Use privileges will also be suspended. You may protest a DMCA notice by submitting a Counter-notification as described below.

**Writing and Submitting a Counter-notification** If access to your website is disabled due to operation of the AFN notice and takedown procedure described above, and you believe the takedown was improper, you must submit a Counter-notification.

**Writing a Counter-notification** To Write a Proper Counter-notification, please provide the following information:

1. State that access to your website was disabled due to operation of the notice and takedown procedure.
2. Identify the material that has been removed and designate its URL prior to removal.
3. State, under penalty of perjury:
  - a. Your name, address, and telephone number,
  - b. That you "have a good faith belief that the material was removed or disabled as result of mistake or misidentification of the material
  - c. That you "consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located."

**Sending the Counter-notification** To exercise your DMCA rights, you must send your Counter-notification to the "Designated Agent" for AFN, whose contact information is:

Email: [abuse@ashlandfiber.net](mailto:abuse@ashlandfiber.net)

**Repeat Infringers** If a customer is violating the Company's DMCA Policy or any of the

Terms & Conditions, they will be subject to immediate termination. Furthermore, repeat infringers will not be tolerated.

**Accommodation of Standard Technical Measures** It is AFN's policy to accommodate and not interfere with standard technical measures it determines are reasonable under the circumstances, i.e., technical measures that are used by copyright owners to identify or protect copyrighted works.

**Policy With Regard To Non-Compliant Communications** AFN has discretion to handle non-compliant notices in whatever manner appears to be reasonable given the circumstances presented.

**Submission of Misleading Information** The submission of misleading information of any sort in a notification or counter-notification submitted to AFN voids any claim of right made by the submitting party.