



Acceptable Use Policy

CalNeva Broadband may modify this Acceptable Use Policy at any time without notifying its users. The revised AUP will be posted on this site and discussed with new Internet customers at install setup. CalNeva Internet Customers should consult with the AUP regularly to ensure that their actions are in compliance with the Acceptable Use Policy. 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.

1.0 Introduction

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

1.2 CalNeva Broadband users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If CalNeva Broadband 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, CalNeva Broadband determines that an account has been used in violation of this Policy, CalNeva Broadband may, in its discretion, terminate the user account.

If you do not agree to abide by this Acceptable Use Policy, please notify CalNeva Broadband Customer Service immediately at (559) 961-7970.

1.3 CalNeva Broadband does not actively monitor its user's use of its services. We rely on our users to govern themselves and to protect the integrity of the network by reporting any violations of this Acceptable Use Policy to (559) 961-7970.

1.4 CalNeva Broadband has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on CalNeva Broadband's or its ISP Partner(s) servers.

1.5 CalNeva Broadband has the right, but not the obligation, to remove any content that it deems, in its sole discretion, to be in violation of any part of this Acceptable Use Policy.

1.6 CalNeva Broadband has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

1.7 The failure of CalNeva Broadband 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

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

defamation: posting or transmitting any material which is defamatory under any applicable law;

fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;

unlawful material: posting or disseminating unlawful material

false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;

copyright violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other material in violation of another person's copyright; and

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 CalNeva Broadband users must not use CalNeva Broadband e-mail to:

send unsolicited bulk e-mail (so-called "Spam");

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");

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 CalNeva Broadband user, then that CalNeva Broadband user must not send that person further e-mail; and

subscribe to any e-mail list or service on behalf of a third party without that third party's consent.

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

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

Any e-mail address at the calneva.org domain is property of CalNeva Broadband and may be terminated or re-assigned without notice.

4.0 Security, Privacy and "Hacking"

The Customer 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. Customers must ensure that others not gain unauthorized access to the Services.

4.1 CalNeva Broadband users must not:

disrupt or interfere with the normal operation of CalNeva Broadband systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use CalNeva Broadband services or the Internet, including, but not limited to:

denial of service attacks;

flooding of networks;

attempts to overload a service; and

attempts to cause system crashes,

or attempt to do so; or

use any unauthorized program to connect the user to any CalNeva Broadband Internet Relay Chat (“IRC”) server, including, but not limited to, IRC bots or clonebots; gain access or attempt to gain access to the private systems or data of CalNeva Broadband, without the prior consent of CalNeva Broadband.

4.2 CalNeva Broadband users must not use their CalNeva Broadband accounts to:

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

disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.

gain access or attempt to gain access to the private systems or data of CalNeva Broadband, or any third party without the prior consent of CalNeva Broadband or the third party.

5.0 Usenet Newsgroups

5.1 CalNeva Broadband users must not:

post a single article or substantially similar articles to an excessive number of newsgroups, or cross-post to an excessive number of newsgroups;

post articles on a newsgroup which are off-topic according to the newsgroup charter;

post binary or encoded binary files to newsgroups not specifically designated for that purpose;

post commercial messages on a non-commercial CalNeva Broadband newsgroup without prior approval from CalNeva Broadband;

engage in any of (a), (b), (c) or (d) from a provider other than CalNeva Broadband and use an account on CalNeva Broadband as an e-mail return address or “drop” for responses, or

engage in any of (a), (b), (c) or (d) from a provider other than CalNeva Broadband for the purpose of drawing attention to a service hosted by or on CalNeva Broadband’s network.

CalNeva Broadband reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.0 Censorship and Adult Materials

CalNeva Broadband 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 CalNeva Broadband to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

CalNeva Broadband assumes NO responsibility for Internet content available through the Services. Customers are responsible for restricting access to sexually explicit material 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 Pretenses. Users must not use CalNeva Broadband to impersonate any person or use a fictitious user name with any of CalNeva Broadband'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. Users must not use CalNeva Broadband 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 CalNeva Broadband to harass, threaten, or abuse any person or group of people by any means.

7.4 Crude or Offensive Postings. Users must not use CalNeva Broadband 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. CalNeva Broadband has the right, but not the obligation, to remove messages or images that CalNeva Broadband, in its sole discretion, determines are offensive.

7.5 Multiple access. Users must not maintain more than one simultaneous connection to CalNeva Broadband or any CalNeva Broadband service, IRC Chat group, or newsgroup.

7.6 Disruptive Conduct. Users must not use CalNeva Broadband 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

8.1 You must comply with the current bandwidth/network traffic, data storage and other limitations on the Services.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of CalNeva Broadband) an unusually large burden on the network itself. CalNeva provides various levels of residential and commercial broadband services. The varying levels of service are defined by pricing, the bandwidth provided (upload and downloaded speed maximums), and the amount of data uploaded and downloaded in any monthly period measured in Gigabytes. Any customer consistently exceeding the service level guidelines will be offered an upgrade (if available) or charged \$1.00 for each Gigabyte used in excess of their specified amount. In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede CalNeva Broadband's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent of CalNeva Broadband. For example, you cannot provide Internet access to others through a wireless or dial-up connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

You may not provide network services to others via the CalNeva Broadband services.

9.0 Updates/ Questions and Complaints

9.1 This Acceptable Use Policy is subject to change without notice. The current version of the Acceptable Use Policy is always available on this portal page or by calling CalNeva at 1 559 961 7970 or writing to CalNeva Broadband at 100 1st ST. COALINGA, CA 93210.