

San Bruno Cable

Acceptable Use Policy

San Bruno Cable provides a variety of Internet Services (the Services) to residences and businesses (the Customer, also “user”, “you”, “your”). All Customers and all users of the Services must comply with this Acceptable Use Policy (Policy), the applicable Services agreement and federal, state and local laws and regulations. This Policy is in addition to any restrictions contained in your Services agreement. In the event of any conflict between this Acceptable Use Policy and your agreement for Services, the terms of this Acceptable Use Policy will govern.

San Bruno Cable may modify this Acceptable Use Policy at any time without notifying its users. Revised versions of this Policy are effective immediately upon posting. For this reason, users should consult the San Bruno Cable website (www.sanbrunocable.com/policy/) regularly to ensure that their actions are in compliance with the most recent version of 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 San Bruno Cable. We believe that the restrictions set out in this Acceptable Use Policy represent a fair balance between the freedom of the individual and the need for some basic rules to ensure that San Bruno Cable’s Services are not used in an abusive or illegal way.

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

If you do not agree to abide by this Acceptable Use Policy please notify San Bruno Cable Customer Service immediately at info@sanbrunocable.com so that your account can be closed.

1.3 San Bruno Cable 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 info@sanbrunocable.com

1.4 San Bruno Cable 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 San Bruno Cable's servers.

1.5 San Bruno Cable 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 San Bruno Cable 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 San Bruno Cable may take any actions it deems appropriate under the circumstances, with or without notice to you, to respond to any inappropriate activities or uses of the Services in violation of this Policy. Neither San Bruno Cable, nor its suppliers or agents shall have any liability for any responsive actions. You expressly authorize and consent to San Bruno Cable and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other internet service providers or other network or computing facilities in order to enforce this Policy.

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

1.9 You agree to indemnify and hold harmless San Bruno Cable, its suppliers and agents against all claims and expenses (including reasonable attorneys fees) resulting from any violation of this Policy.

2.0 Illegal Activities

San Bruno Cable users must not use San Bruno Cable 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;
- intellectual property infringement, including copyright violation: storing, posting, disseminating or transmitting any information, software, photograph, video, graphic, music, sound and other material in any manner that constitutes an infringement of third party intellectual property rights, including 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 San Bruno Cable users must not use San Bruno Cable 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 that does not wish to receive it. If a recipient asks to stop receiving e-mail from a San Bruno Cable user, then that San Bruno Cable 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.
- impersonate any person or entity, engage in sender address falsification, forge anyone else’s signature, or perform any other similar fraudulent activity (for example, “phishing”)

3.2 San Bruno Cable users must not engage in any of the activities described in paragraph 3.1 from another provider’s e-mail service and use a San Bruno Cable account as an e-mail return address or “drop” for responses.

3.3 San Bruno Cable users must not forge, alter or remove any e-mail header.

3.4 Any e-mail address at the sanbrunocable.com domain is property of San Bruno Cable 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 San Bruno Cable users must not:

- disrupt or interfere with the normal operation of San Bruno Cable systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use San Bruno Cable 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 San Bruno Cable 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 San Bruno Cable, without the prior consent of San Bruno Cable.

- Interfere with San Bruno Cable's ability to control or block ports for safety and security purposes and as part of overall network management.
- Interfere with San Bruno Cable's use and control of its domain name server (DNS) used in connection with the Services.

4.2 San Bruno Cable users must not use their San Bruno Cable 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 San Bruno Cable, or any third party without the prior consent of San Bruno Cable or the third party.

5.0 Usenet Newsgroups

5.1 San Bruno Cable 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 San Bruno Cable newsgroup without prior approval from San Bruno Cable;
- engage in any of (a), (b), (c) or (d) from a provider other than San Bruno Cable and use an account on San Bruno Cable 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 San Bruno Cable for the purpose of drawing attention to a service hosted by or on San Bruno Cable's network.

San Bruno Cable reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.0 Censorship and Adult Materials

San Bruno Cable 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 San Bruno Cable to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

San Bruno Cable 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 Pretences. Users must not use San Bruno Cable to impersonate any person or use a fictitious user name with any of San Bruno Cable'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 San Bruno Cable 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 San Bruno Cable to harass, threaten, or abuse any person or group of people by any means.

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

7.5 Multiple access. Unless authorized in writing by San Bruno Cable, users must not maintain more than one simultaneous connection to San Bruno Cable or any San Bruno Cable service, IRC Chat group, or newsgroup.

7.6 Disruptive Conduct. Users must not use San Bruno Cable 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, set out below and/or in your Service package, plan or agreement. 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 San Bruno Cable) an unusually large burden on the network itself.

The guidelines for Bandwidth/Network Traffic Usage/month for each service package are the following:

Residential Business Customers:

*Basic Internet Service - totaling 25 Gigabytes;
Level I Internet Service - totaling 350 Gigabytes;
All levels of DOCSIS 3.0 Internet Services – totaling 500 Gigabytes .
Users exceeding the Bandwidth/Network Traffic amounts specified for their Service Package
may be charged \$0.25 for each Gigabyte used in excess of their specified amount.*

Commercial Customers:

Refer to your Services agreement for applicable consumption limitations.

8.2 San Bruno Cable's determination as to your actual usage level is final. If you use the Services in violation of the restrictions referenced in 8.1 above, that is a violation of this Policy and San Bruno Cable may, at its option: (i) suspend or terminate your Service; or (ii) request that you subscribe to a different version of the Services if you wish to continue to use the Services at higher usage levels.

8.3 San Bruno Cable reserves the right to limit the storage of e-mail messages on San Bruno Cable's systems to a set number of days and may set a fixed upper limit on the size and/or number of messages that you may send or receive through the Services. In addition, San Bruno Cable may, in its sole discretion, employ various tools to detect and remove viruses and other unwanted material from messages. These tools may scan incoming and outgoing e-mail traffic to identify and block spam and other unwanted or harmful code or content. Neither San Bruno Cable, nor any of its suppliers shall have any liability for the deletion of, or failure to store, messages or for the mis-delivery of, failure to deliver or the untimely delivery of messages.

8.4 Users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede San Bruno Cable's ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

8.5 Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the prior written consent of San Bruno Cable. 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.

8.6 You may not provide network services to others via the San Bruno Cable network.

9.0 Updates

9.1 This Acceptable Use Policy is subject to change without notice and revised versions are effective immediately upon posting.. The current version of the Acceptable Use Policy is always available at www.sanbrunocable.com/policy/.

10.0 Questions and Complaints

10.1 Questions and General Complaints. Please direct any questions you may have regarding this Acceptable Use policy and complaints regarding violations of this Policy by other San Bruno Cable users to info@sanbrunocable.com

10.2 Digital Millennium Copyright Policy. Owners of copyrighted works who in good faith believe that their rights under U.S. copyright law have been infringed may take advantage of provisions of the Digital Millennium Copyright Act of 1998 to report alleged infringements of their works by sending San Bruno Cable a notification of claimed infringement that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. The notice must include the following information:

- The name, address, and electronic signature of the complaining party
- The infringing materials and their Internet location
- Sufficient information to identify the copyrighted works
- A statement by the owner that it has a good faith belief that there is no legal basis for the use of the materials complained of
- A statement of the accuracy of the notice and, under penalty of perjury, that the complaining party is authorized to act on the behalf of the owner
- a physical or electronic signature of a person authorized to act on behalf of the owner of the infringed right

The notification of alleged infringement must be sent to

City of San Bruno d/b/a San Bruno Municipal Cable TV

Attn: Steve Firpo, Business Manager
567 El Camino Real
San Bruno, CA 94066-4299
Fax (650) 871-5526
E-mail: abuse_alert@sanbrunocable.com

Upon receipt of a satisfactory notice, San Bruno Cable will respond expeditiously to remove or disable the allegedly infringing work or disable access to it, and to notify the affected Customer or user of the Services of the removal or disabling of access.

It is San Bruno Cable's policy to reserve the right to terminate the Services provided to any Customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who San Bruno Cable, in its sole discretion, believes is infringing such rights.

If you receive a notification of alleged infringement as described above, and believe in good faith that that the alleged infringing works have been removed or blocked by mistake or misidentification, then you may send a counter-notification that complies with Section 512(g)(3) of the U.S. Copyright Act to San Bruno Cable at the address listed above. A proper counter-notice must contain the following information:

- The Customer or user's name, address, phone number and physical or electronic signature
- Identification of the material and its location before removal
- A statement under penalty of perjury that the material was removed by mistake or misidentification
- Customer or user consent to local federal court jurisdiction, or if overseas, to an appropriate judicial body.

Upon receipt of a satisfactory counter-notice, San Bruno Cable will promptly provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the Digital Millennium Copyright Act's procedures with respect to a received counter notification. Consistent with the requirements of the U.S. Copyright Act, if the copyright owner does not bring a lawsuit in district court within 14 days, San Bruno Cable will restore the material to its location on its network.

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