

WYANDOTTE MUNICIPAL SERVICES
ACCEPTABLE USE POLICY

Wyandotte Municipal Services may modify this Acceptable Use Policy at any time without notifying its users. For this reason, Wyandotte Services High Speed Internet users should consult the Wyandotte Municipal Services website www.wyan.org/Internet Acceptable Use Policy regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and the Wyandotte Municipal Services High Speed Internet Terms and Conditions of Use, this Acceptable Use Policy will govern.

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.

Wyandotte Municipal Services Service's provides a variety of Internet services (the Services) to residences and businesses (the Customer).

1.1 Introduction

1.2 This Acceptable Use Policy is designed to foster a Municipal Services environment of mutual respect in which everyone is able to enjoy the benefits of Wyandotte Municipal Services High Speed Internet. 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 Wyandotte Municipal Services Internet access is not used in an abusive or illegal way.

1.3 Wyandotte Municipal Services High Speed Internet users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If Wyandotte Municipal Services has reason to suspect that a user or anyone using a user's account is violating this Policy, and then the account in question may be suspended pending an investigation. If, after an investigation, Wyandotte Municipal Services determines that an account has been used in violation of this Policy, Wyandotte Municipal Services may, in its discretion, suspend or terminate the user account.

IF YOU DO NOT AGREE TO ABIDE BY THIS ACCEPTABLE USE POLICY PLEASE NOTIFY
WYANDOTTE MUNICIPAL SERVICES CUSTOMER SERVICE IMMEDIATELY AT
TALK2WMS@WYAN.ORG

1.4 Wyandotte Municipal Services 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 talk2wms@wyan.org

1.5 Wyandotte Municipal Services 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 Wyandotte Municipal Services servers.

1.6 Wyandotte Municipal Services 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.

1.7 Wyandotte Municipal Services has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

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

2.1 Illegal Activities

Wyandotte Municipal Services High Speed Internet users must not use Wyandotte Municipal Services High Speed Internet to encourage, facilitate or engage in any illegal activities, including, without limitation:

2.2 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.

3.1 Electronic Mail

3.2 Wyandotte Municipal Services High Speed Internet users must not use Wyandotte Municipal Services High Speed Internet email 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 sending 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 Wyandotte Municipal Services-High Speed Internet user, then that Wyandotte Municipal Services High Speed Internet 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.

3.3 Wyandotte Municipal Services High Speed Internet users must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a Wyandotte Municipal Services High Speed Internet account as an e-mail return address or "drop" for responses.

3.4 Wyandotte Municipal Services High Speed Internet users must not forge, alter or remove any e-mail header. Any e-mail address at the wyan.org domain is property of Wyandotte Municipal Services and may be terminated or re-assigned without notice.

4.1 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 do not gain unauthorized access to the Services.

4.2 Wyandotte Municipal Services High Speed Internet users must not:

- A.** Disrupt or interfere with the normal operation of Wyandotte Municipal Services systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use Wyandotte Municipal Services service’s 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.** Use any unauthorized program to connect the user to any Wyandotte-Municipal Services Internet Relay Chat (“IRC”) server, including, but not limited to, IRC bots or clone bots;
- C.** Gain access or attempt to gain access to the private systems or data of Wyandotte Municipal Services, without the prior consent of Wyandotte Municipal Services.

4.3 Wyandotte Municipal Services High Speed Internet users must not use their Wyandotte Municipal Services High Speed Internet accounts to:

- A.** 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
- B.** Disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so;
- C.** Gain access or attempt to gain access to the private systems or data of Wyandotte Municipal Services or any third party without the prior consent of Wyandotte Municipal Services or the third party.

5.1 Usenet Newsgroups

5.2 Municipal Services High Speed Internet 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 Wyandotte Municipal Services newsgroup without prior approval from Wyandotte Municipal Services;
- E. Engage in any of (A), (B), (C) or (D) from a provider other than Wyandotte Municipal Services and use an account on Wyandotte Municipal Services High Speed internet 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 Wyandotte Municipal Services for the purpose of drawing attention to a service hosted by or on Wyandotte Municipal Service’s network.

Wyandotte Municipal Services reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

6.0 Censorship and Adult Materials

Wyandotte Municipal Services 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 Wyandotte Municipal Services High Speed Internet to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

Wyandotte Municipal Services 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.

7.1 Miscellaneous

7.2 False Pretenses. Users must not use Wyandotte Municipal Services High Speed Internet to impersonate any person or use a fictitious user name with any of Wyandotte Municipal 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.

7.3 Unsolicited Advertising. Users must not use Wyandotte Municipal Services High Speed Internet 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.

7.4 Harassment, Threats and Abuse. Users must not use Wyandotte Municipal Services High Speed Internet to harass, threaten, or abuse any person or group or people by any means.

7.5 Crude or Offensive Postings. Users must not use Wyandotte Municipal Services High Speed Internet 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. Wyandotte Municipal Services has the right, but not the obligation, to remove messages or images that Wyandotte Municipal Services, in its sole discretion, determines are offensive.

7.6 Multiple accesses. Users must not maintain more than one simultaneous connection to Wyandotte Municipal Services High Speed Internet or any Wyandotte Municipal Services service, IRC Chat group, or newsgroup.

7.7 Disruptive Conduct. Users must not use Wyandotte Municipal Services High Speed Internet to disrupt the normal flow of Municipal Services dialogue, or otherwise act in a manner that negatively affects other users, individuals or entities.

8.0 Bandwidth/Network Traffic and Other Limitations

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 Wyandotte Municipal Services) an unusually large burden on the network itself.

The -guidelines for Data/Network Traffic Usage/month for each service package are the following: Basic 6-totaling 150 Gigabytes; Turbo 75-totaling 1.5 Terabytes; Turbo 110-totaling 1.8 Terabytes; Turbo 150 -totaling 2.0 Terabytes. Users EXCEEDING the Data/Network Traffic amounts specified for their Service Package may be charged the following rates: **\$0.10 per Gigabyte:**

Basic 6:

150 Gigabytes

Turbo 75:

1.5 Terabytes

Turbo 110:

1.8 Terabytes

Turbo 150:

2.0 Terabytes

In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede Wyandotte Municipal Service'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 Wyandotte Municipal Services; 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 news feed unless express permission is granted by the customer agreement.

You may not provide network services to others via the Wyandotte Municipal Service's Internet access.

9.0 Updates

This Acceptable Use Policy is subject to change without notice. The current version of the Acceptable Use Policy is always available at [www.wyan.org/Internet Acceptable Use Policy](http://www.wyan.org/Internet%20Acceptable%20Use%20Policy)

10.0 Questions and Complaints

Please direct any questions you may have regarding this Acceptable Use policy and complaints regarding violations of this Policy by other Wyandotte Municipal Services High Speed Internet users to talk2wms@wyan.org