

Laurens Municipal Power & Communications (LMPC) Internet Service ACCEPTABLE USE POLICY (AUP)

Problems

If you experience any Internet problems, call 712-841-4610. Normal office hours are 8:00 a.m. to 5:00 p.m., Monday – Friday. After hours, you can just leave a message and we will get back to you as soon as possible.

Payments

For your convenience, payments can be made at our office located in the Laurens Municipal Building, 272 N. Third Street. We do accept payments with credit cards, check, or cash. For after hour payments, we have a drop box located on the South end of the building. Auto bank deduct is also available as an option for you.

**All LMPC Internet Customers should read this document!
Even if you don't read it, as a Customer you are still responsible for this policy!**

Introduction

LMPC's internet service allows customers to connect to the internet through a high-speed internet access connection. The service uses resources that are shared with many other customers and each user benefits by being able to share these resources. However, as with any resource, the benefits provided must be balanced with duties and responsibilities so that all users can rely on them for a productive experience.

Net Neutrality/Transparency

LMPC fully supports the Net Neutrality principles of Transparency, Nondiscrimination and No Blocking of internet services. We will not block, degrade or throttle legal content, applications, or services on our network. We will not accept payment to prioritize content, services, or applications, nor will we charge interconnection fees to outside content providers such as Netflix. As your local broadband provider, we agree with and support the concept of a free and open internet unfettered by paid pathways or preferential treatment of traffic that favors one party over another. We believe all providers, both ISP's and Edge Providers, should uphold these same commitments.

LMPC also believes that enforcing Net Neutrality rules through Congressional legislation would assure more permanency than an FCC regulatory proceeding. We support Congressional enactment of Net Neutrality legislation that will provide stability and avoid potential policy revisions with each new administration. We believe, all Internet data should be treated fairly and without discrimination, so we can ensure that our customers receive the service experience they have come to expect.

Statement of Responsibility

- The customer who registered the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure the AUP is honored. LMPC will hold the account owner responsible for any violations of the AUP.

- LMPC enforces these policies with respect to LMPC internet customers only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.
- You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a family member, friend, guest, employee or customer with access to your account. Therefore, you should take steps to ensure that others do not gain unauthorized access to the services and ensure that users you have authorized do not engage in any of the prohibited uses and activities.

General Conduct

- Customers are prohibited from transmitting on or through any of LMPC's internet services, any material that is, in LMPC's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
- LMPC's internet services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, uploading, posting, publishing, transmitting, reproducing, or in any other way infringing on copyrights, trademarks, trade secrets, or any other statute. LMPC reserves the right to remove such illegal material from its servers.
- New customers signing up for LMPC internet services must be 18 years of age or older in order to start an account.
- The customer is responsible for keeping his/her billing data with LMPC up-to-date and accurate. Furnishing false data on the signup form or contract, including fraudulent use of a credit card number, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
- LMPC reserves the right to disconnect service due to nonpayment for services or insufficient funds.

Excessive Use

- Excessive use means Internet (data) usage by the customer that is significantly higher than the typical usage for which LMPC internet service plans are designed. LMPC defines excessive usage by an internet customer to be more than 250 GB of data downloads and uploads (combined) in a calendar month. Such a usage level indicates sustained data downloading/uploading patterns at high volumes over many hours and consumes so much internet bandwidth that other customer's internet use could be impaired significantly.
- Subscribers may not use LMPC internet service plans to run a server or to provide network services to others. Examples of prohibited use include, but are not limited to, running servers for electronic mail (POP3 or SMTP), http, https, FTP, IRC, DHCP, and multi-user interactive forums. Subscribers wishing to operate such equipment or services should inquire about doing so with LMPC at 712-841-4610.
- If a LMPC internet customer exceeds the 250 GB per month limit, LMPC may, in its sole discretion, elect to require the customer to purchase a better suited internet service plan that meets his/her usage patterns, terminate the customer's internet service, or take steps to limit the customer's available internet bandwidth to ensure the customer's usage is not excessive.

System and Network Security

- Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks (such as running a SATAN scan or similar tool).
- Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to; "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
- Users who violate systems or network security may incur criminal or civil liability. LMPC will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Email

- LMPC uses HyperOffice™ to provide email services to its customers. In using your LMPC email account, you also agree to HyperOffice's Terms of Service found at <http://www.hyperoffice.com/terms-of-use/>.
- LMPC, upon request, will issue a lauren-ia.com email account using HyperOffice. LMPC is the domain administrator of all its lauren-ia.com email accounts with HyperOffice.
- LMPC administrators have the ability to access the data in your account, but will only do so for troubleshooting purposes presented by the customer.
- Your account may be suspended after 90 days of inactivity. After 180 days of inactivity, your account will be deleted.
- Termination of your service by either LMPC or the customer will result in the deletion of the email account.
- As the domain administrator, LMPC is able to:
 - View statistics regarding your account, like statistics regarding applications you install.
 - Change your account password.
 - Suspend or terminate your account access.
 - Access or retain information stored as part of your account.
 - Receive your account information in order to satisfy applicable law, regulation, legal process or enforceable governmental request.
 - Restrict your ability to delete or edit information or privacy settings.
- Each account is allowed at least 7 GB of email space on the server.

IRC (Internet Relay Chat)

- LMPC internet is not liable for any communications made on IRC.

Web/FTP Sites

- Distribution of pornographic, indecent, or any offensive materials are prohibited when using LMPC server space.
- Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited.
- Distribution of materials which violate any local, state or federal statutes is also prohibited.

Billing

You have contracted to have LMPC internet service. The term of your service commitment begins after your service is activated.

- The billing period begins after the account is created
- You are responsible for the account as long as it is active, whether or not it is being used
- All charges are billed and payable in advance. The period you are billed for is shown on your billing statement
- Your billing statement should arrive shortly after the 15th of each month and is due and payable upon receipt, but not later than the 5th of the following month
- LMPC requires a notice when canceling service either in writing or by phone (not voice mail or email).

Late Fee Policy

- Charges for services are due and payable upon receipt
- A late payment charge of 1.5% will be applied to any balance that is not received by the 5th of the month
- A \$5.00 charge will be incurred on all delinquent accounts that require the preparation and delivery of a delinquent notice
- A \$15.00 charge will be incurred on all delinquent accounts that require the preparation and delivery of a 24 hour disconnect notice
- To have your service reconnected you will have to pay a reconnect charge of \$20.00 in addition to the account balance. This late fee policy protects our current paying customers who otherwise would be subsidizing increased costs caused by late paying customers.

LMPC reserves the right to restrict or terminate service without refund in the event of an AUP violation. LMPC also reserves the right to take action on abuse not specifically named in this AUP at the sole discretion of LMPC. Use of LMPC's systems and network constitutes understanding and agreement of this policy.