

Greeneville Energy Authority

Broadband Service Acceptable Use Policy

Subject: Broadband Service Acceptable Use Policy

Policy #: BB-101

Board Adoption: 11-7-2024

Effective Date: 11-7-2024

Approved By: GEA Board of Directors

This Acceptable Use Policy (“AUP”) applies to Internet and related services (“Services”) delivered by Greeneville Energy Authority (“GEA”). This policy is designed to encourage our customers and others (“Users”) to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services.

General Conduct

The GEA network and Services may be used only for lawful purposes. GEA is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. Users are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of Services to GEA.

Internet Services

GEA does not impose bandwidth allotments (i.e., data caps) at this time. GEA reserves the right, in its sole discretion, to enable and enforce bandwidth allotments on Internet subscriptions in the

future. In such event, GEA will provide Users a minimum 30-day notice along with additional details regarding bandwidth allotments, policies, and potential charges before implementation.

User Responsibility for Content

GEA does not assume any responsibility, control, oversight, ownership, or other interest in the E-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of GEA. Users are and shall remain solely responsible for such electronic information.

E-mail

Users may not send unsolicited E-mail messages including, without limitation, bulk commercial advertising or informational announcements (“spam”) in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an E-mail account on the GEA Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send E-mail messages which are excessive and/or intended to harass others, (b) continue to send E-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send E-mail with forged packet header information, (d) send malicious E-mail, including, without limitation, “mail bombing,” (e) send E-mail messages in a manner that violates the use policies of any other internet service provider.

Forum Posts and Blogs

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs.

Notice and Procedure for Making Copyright Infringement Claims

See Greeneville Energy Authority Broadband Service Copyright Infringement Policy.

Rejection/Removal

GEA reserves the right to reject or remove any material residing on or transmitted to or through the Services that GEA, in its sole discretion, believes to be unacceptable or in violation of the law, the AUP, and/or the Terms and Conditions of the service provided. The GEA may immediately remove content if we believe such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (or “DMCA”). Upon GEA’s request, Users shall terminate service to any third-party user or agent who, in our sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

System and Network Security

Users are prohibited from violating or attempting to violate the security of GEA, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any E-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations, and we may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

Suspension or Termination

Any User which GEA determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at our discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that GEA may immediately suspend or terminate such User's service without issuing such a warning if GEA, in its sole discretion deems such action necessary. If we determine that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and we may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude such violation. GEA shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from GEA's exercise of its rights under this Policy.

Service Monitoring

GEA has no obligation to monitor the services but may do so and disclose information regarding the use of the services for any reason if we, in our sole discretion, believe that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers.

Privacy

Any User interacting with our site and providing GEA with name, address, telephone number, E-mail address, domain name or URL or any other personally identifiable information permits GEA to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning our users shall be kept in accordance with the GEA then-applicable Privacy Policy and the requirements of applicable law.

No Waiver/Severability

Any failure of GEA to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

Reporting Suspected Violations of Acceptable Use Policy

To report a child exploitation incident involving the internet contact law enforcement immediately.

To report other violations of the AUP, please contact GEA using the information below:

Contact	Policy Agent
Mail	Greeneville Energy Authority Attn: Policy Agent P.O. Box 1690 Greeneville, TN 37744
E-mail	policy@mygea.net

GEA reserves the right to modify this Acceptable Use Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

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