

# Acceptable Use Policy for LightTube Internet Services

View full acceptable use policy here [Acceptable Use Policy](#)

## Why is TUA providing this Policy to me?

TUA's goal is to provide its customers with the best residential cable Internet service possible. In order to help accomplish this, Tullahoma Utilities Authority has adopted an Acceptable Use Policy ("AUP"). This Policy outlines acceptable use of the residential LightTube Internet service and is addition to the TUA terms and conditions for service.

All LightTube Internet customers and any others who use the our services must comply with the AUP. Your failure, or others' failure, to comply with the AUP could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Comcast so that it can close your account.

## How will I know when TUA changes this Policy?

Tullahoma Utilities Authority may revise this Policy from time to time by posting a new version on our website at [www.tullahomautilities.com](http://www.tullahomautilities.com)

## How does TUA monitor my activity?

TUA strives to provide a transparent network to connect our customers to the world. While TUA does not actively scan for violations, TUA reserves the right to monitor and inspect all data across its network at ANY time to confirm that the use is consistent with our AUP. Complaints from other customers, unusual data patterns, copyright violation notices, court orders, police investigations and other technical indicators may also initiate closer inspection of customer usage. TUA has no obligation to monitor network traffic or inspect transmissions except in the cases when so directed by court order.

## What activities are prohibited?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Comcast Equipment, either individually or in combination with one another, to:

## **Unlawful or illegal**

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;

## **Fraudulent or deceitful**

- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- falsify, alter, or remove message headers; falsify references to TUA or its network, by name or other identifier, in messages;
- access any other person's computer or computer system, device, sensor, camera, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account.
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

## **Disruptive or unsolicited**

- transmit unsolicited bulk or commercial messages commonly known as "spam;" or collect responses from unsolicited bulk messages;
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;

- participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host;
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or
- impede others’ ability to use, send, or retrieve information using the Service;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Comcast (or Comcast supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Comcast (or Comcast supplier) facilities used to deliver the Service;

### **Content sharing & non-typical residential use**

- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- use or run programs, devices, or equipment from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for your personal and non-commercial residential use;
- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”).

## **What obligations do I have under this Policy?**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest).

## **How does TUA address inappropriate usage?**

TUA reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of our AUP or otherwise harmful to TUA's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy.

In cases where usage is disruptive to our network or other customers, TUA will temporarily block users until the matter is resolved. TUA reserves the right immediately to suspend or apply other interim measures in its sole discretion to your Service, or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy. In that event, TUA also reserves the right to downgrade, suspend, or terminate other Comcast services you receive.

## **How does TUA manage its network?**

TUA manages its network with one goal: to deliver the best broadband Internet experience to all customers. In most cases TUA can deliver best-in-industry-speed with very little constraints. But beyond TUA's network, high-speed bandwidth and network resources are not unlimited. All of TUA's backbone internet providers use reasonable network management practices that are consistent with industry standards.

## **What data consumption requirements apply to the Service?**

TUA internet services offer unlimited data consumption providing that the usage is consistent with this AUP. As a matter of practice, TUA does not limit or restrict in any way the amount of data delivered or received by our customers.

*Information provided here is for informational purposes only. For full acceptable use policy, see link above.*