

# **Brazos Internet's Network Management and Acceptable Use Policy for Internet Services**

## **I. General Matters**

### **Why is Brazos providing this Policy to me?**

This Network Management and Acceptable Use Policy (the "Policy") describes Brazos' policies and protocol in providing all Brazos Internet services (the "Service") and outlines your acceptable use of the Service. This Policy is in addition to any restrictions contained in the Brazos Internet Terms of Service (the "Subscriber Agreement") available at <http://www.brazosnet.com>.

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

Everyone who uses the Service must comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Brazos so it can close your account.

### **How will I know when Brazos changes this Policy?**

Brazos may revise this Policy from time to time by posting a new version on the Web site at <http://www.brazosnet.com> or any successor URL(s) (the "Brazos Internet Web site"). Brazos will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Brazos Internet Web site. Revised versions of this Policy are effective immediately upon posting. You should conform your use of the Service to the most recent version of the Policy and pay attention when you are notified of changes.

### **Where do I send questions about or report violations of the Policy?**

Questions concerning this Policy and reports of violations of it may be sent to [brazos@brazosnet.com](mailto:brazos@brazosnet.com). To report illegal content on the Internet go to [www.fcc.gov](http://www.fcc.gov). Child exploitation or other incidents involving the Internet which violate criminal laws should be reported to law enforcement authorities.

## **II. Prohibited Uses and Activities**

### **What uses and activities does Brazos prohibit?**

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 any Brazos Internet provided equipment, either individually or in combination with another, to:

### **Conduct and information restrictions**

- 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
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful
- 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
- transmit unsolicited bulk or commercial messages, commonly known as “spam”
- 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
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme
- 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
- collect responses from unsolicited bulk messages
- falsify, alter, or remove message headers
- falsify references to Brazos Internet or its network, by name or other identifier, in messages
- 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”)
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use

#### **Technical restrictions**

- use the Service or facilities for web-hosting, e-mail hosting, or other unusually highbandwidth consumption unless you have made special subscription arrangements with Brazos and the usage does not otherwise violate law or regulation
- access any other person’s computer or computer system, 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. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so
- 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

- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Brazos Internet or any third party, except that you may make one copy of each software program for back-up purposes only
- distribute programs that make unauthorized changes to software (cracks)
- use or run dedicated, stand-alone equipment or servers from the location to which Brazos provides your services (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 from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and noncommercial residential use
- service, alter, modify, or tamper with any equipment provided to you by Brazos Internet in connection with the provision of the Service ("Brazos Equipment") or permit any other person to do so who is not authorized by Brazos Internet

#### **Network and usage restrictions**

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, 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 generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Brazos Internet (or Brazos Internet supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any facilities used by Brazos to deliver the Service
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal use by the subscriber only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit)
- Brazos reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical user of the Service subscribed to as determined by Brazos in its sole discretion
- connect the Brazos Equipment to any computer outside of your Premises
- 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

- accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so

### **III. Customer Conduct and Features of the Service**

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

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Brazos Internet recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is your responsibility to secure your data and your equipment which connects to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

#### **How does Brazos address inappropriate content and transmissions?**

Brazos 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 Sections II or III of this Policy, which are transmitted to or placed upon a system within Brazos Internet’s control e.g. Brazos Internet’s website or sites hosted by Brazos. Absent special circumstances, such as requests from law enforcement, Brazos has no right to and does not monitor content merely transmitted by its Service or initiated by or stored on your system. However, Brazos and its affiliates, suppliers, and agents have the right to monitor transmissions which violate this Policy which Brazos Internet, in its reasonable discretion, believes violate this Policy or could be otherwise harmful to Brazos Internet’s network or customers using the Service, e.g. spam, malware, suspicious addresses, etc., and to block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

#### **What requirements apply to electronic mail?**

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section II of this Policy. As described below in Section IV of this Policy, Brazos uses

reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Brazos is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Brazos is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Brazos's sole discretion. In the event that Brazos believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Brazos (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Brazos may at any time reserve any identifiers on the Service for Brazos's own purposes. In the event that a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

Brazos Internet email has a 25 MB message size and a limit of 200 recipients per email.

#### **What requirements apply to instant, video, and audio messages?**

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Brazos assumes no responsibility for the timeliness, misdelivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) would be permanently deleted as well.

### **IV. Network Management and Limitations on Data Consumption**

#### **What are Brazos' practices concerning net neutrality in its network management?**

Transparency: The commercial terms for Brazos Internet accounts can be found at <http://www.brazosnet.com/data/dsl/>

No Blocking and No Unreasonable Discrimination: Brazos does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Brazos does not unreasonably discriminate in transmitting lawful network traffic over its broadband internet access service.

Reasonable Network Management: Brazos' data network has redundant data backbone facilities and equipment that instantaneously re-routes traffic in the event of a cable cut or other outage. We monitor our network's performance around the clock. We measure capacity utilization at each routing and switching node within our network. When peak utilization consistently exceeds 75% of capacity at a node, we augment capacity to prevent customers from experiencing blockages. Although we do not dedicate capacity to individual customers utilizing our mass market Internet access products, as that would be highly inefficient, we manage our data network capacity to avoid blockages. Because our network design and build strategy is aimed at avoiding blockages, it is unnecessary to have data traffic management policies for those rare instances when peak utilization exceeds capacity.

**Does Brazos Internet discriminate against particular types of online content?**

No. Brazos Internet provides its customers with full access to all the lawful content, services, and applications that the Internet has to offer.

**Why does Brazos manage its network?**

Brazos manages its network in hopes of delivering the best possible Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Brazos works to promote the use and enjoyment of the Internet by all of its customers. The company contracts with reputable, professional third party providers to provide reasonable network management practices that are consistent with industry standards. Brazos contracts for tools and technologies that are minimally intrusive and staffed by technical professional network managers who remain current on the constantly changing challenges and threats in this ever-evolving area.

If Brazos did not manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By providing for responsible network management, including enforcement of this Policy, Brazos can deliver the best possible Internet experience to all of its customers.

**Does Brazos Internet block P2P traffic or applications like BitTorrent, Gnutella, or others? No.**

Brazos Internet does not block P2P traffic or applications like BitTorrent, Gnutella, or others as part of its current network congestion management technique.

**How does Brazos manage its network?**

Brazos contracts with a third party contractor with expertise in network management who uses various tools and techniques and advises and assists Brazos in managing its network, delivering the Service, and ensuring compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Brazos may be required to implement in order to meet its goal of delivering the best possible Internet experience to all of its customers.

**Are there restrictions on data consumption that apply to the Service?**

You must ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Brazos in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Brazos's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Brazos may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data

consumption levels. Brazos may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Brazos's determination of the data consumption for Service accounts is final.

## **V. Violation of this Acceptable Use Policy**

### **What happens if you violate this Policy?**

Brazos reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

### **How does Brazos enforce this Policy?**

Brazos does not routinely monitor the activity of individual Service accounts for violations of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. **Brazos has no obligation to monitor the Service and/or the network.** However, Brazos, its third party network manager, and other suppliers, reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Brazos users.

Brazos prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Brazos also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Brazos's intervention. However, if the Service is used in a way that Brazos or its suppliers, in their sole discretion, believe violates this Policy, Brazos or its suppliers may take any responsive actions they deem appropriate under the circumstances, with or without notice. Neither Brazos nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Brazos's exclusive remedies and Brazos may take any other legal or technical actions it deems appropriate with or without notice.

Brazos reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Brazos's servers and network. During an investigation, Brazos may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Brazos and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Brazos is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of Brazos or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. 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. You agree to indemnify, defend and hold harmless Brazos and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification obligation will survive any termination of the Subscriber Agreement.

**How can I contact Brazos Internet if I have any questions about network management?**

Go to the page at <http://www.brazosnet.com/contact-us/> for more information about contacting Brazos Internet Customer Service.

**VI. Copyright and Digital Millennium Copyright Act Requirements**

**What is Brazos's DMCA policy?**

Brazos is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Brazos' policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service 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 Brazos, in its sole discretion, believes is infringing these rights. Brazos may terminate the Service at any time with or without notice for any affected customer or user.

**How do copyright owners report alleged infringements to Brazos?**

Copyright owners may report alleged infringements of their works that are stored on the Service or the Optional Web Features by sending Brazos's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Brazos's receipt of a satisfactory notice of claimed infringement for these works, Brazos will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or any personal web features hosted by Brazos; or (ii) disable access to the work(s). Brazos will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Brazos a notification of claimed infringement to report alleged infringements of their works to:

ATTN: Lonnie Rue  
109 North Avenue D  
Olney, TX 76374

Phone: 1-800-687-3222

FAX: 940-873-7140

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Brazos, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

**What can customers do if they receive a notification of alleged infringement?**

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Brazos. Upon Brazos's receipt of a counter notification that satisfies the requirements of DMCA, Brazos will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Brazos will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Brazos' designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: November 19, 2011.