



This Acceptable Use Policy (“Policy”) applies to the City of Loveland Electric and Communications Enterprise’s (“Pulse”) television, Internet, and telephone services (“Service” or “Services”) and any equipment that is owned and provided by Pulse (“Pulse Equipment”) in connection with the Services provided to the customer of record as shown on the Pulse bill (“Customer”). This Policy is designed to require Customer to use the Services responsibly and to enable Pulse to provide secure, reliable, and functional Services. If Customer uses or otherwise accepts any Services or Pulse Equipment, Customer is agreeing to comply with this Policy and be bound by its terms. It is Customer’s sole responsibility to ensure that other users of the Services and Pulse Equipment provided to Customer understand and comply with this Policy.

## GENERAL CONDUCT

The Services and Pulse Equipment may be used only for lawful purposes. Customer may not use the Services or Pulse Equipment in order to create, transmit, or store any information, data or 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, (c) that will unlawfully violate the privacy, publicity, or other personal rights of others, (d) that is illegal or contains a virus, worm, or other malware, or (e) violates applicable law regarding unsolicited, false, or fraudulent e-mail or electronic communications.

Customer is also subject to the acceptable use policies, as amended from time to time, of any third-party provider of services to Pulse.

## CUSTOMER RESPONSIBILITY FOR CONTENT

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

## SYSTEM AND NETWORK SECURITY

Customers are prohibited from breaching or attempting to breach the security of Pulse or others, including, without limitation, efforts to:

- (a) interfere in any way with, impair, or adversely affect the facilities used by Pulse to provide the Service;
- (b) impede others' ability to use, send, or retrieve information;
- (c) take any action to obtain Services to which Customer is not entitled;
- (d) connect the Pulse Equipment to any computer outside of Customer premises;
- (e) expose Pulse or such facilities to any claim, lien, encumbrance or legal process;
- (f) violate Pulse’s [Terms and Conditions](#) or any law, rule or regulation, including, but not limited to, any transmission Customer intentionally or knowingly sends or the content thereof that violates any copyright or export control laws, or that is libelous, slanderous or an invasion of privacy;



- (g) use excessive bandwidth, that in Pulse's sole opinion, places an unusually large burden on the network or goes above normal usage. Pulse has the right to impose limits on excessive bandwidth consumption via any means available to Pulse and may require Customer to subscribe to a different service tier.
- (h) access data not intended for Customer or logging into a server or account which Customer is not authorized to access;
- (i) resell, repackage, or share the Service, either through a wired or wireless connection to any party outside the Customer's premises, unless prior written authorization has been provided by Pulse. For purposes of this restriction, the Customer's premises shall be defined as the Customer's home or housing unit (e.g. apartment) for residential customers, and for commercial customers, the commercial space being occupied and used solely by the commercial entity subscribing to the service. For the avoidance of doubt, a commercial customer may not share or resell the Service with or to other commercial entities within the same commercial premises, nor extend the Service beyond the Customer's premises;
- (j) probe, scan, or test the vulnerability of a system or network;
- (k) 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;
- (l) impersonate any person or entity or falsifying or forging any information or data;
- (m) 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). This limitation does not prohibit Customer from offering internet service on a temporary basis to a transient public guest so long as there is no additional fee charged to that user for this service;
- (n) 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;
- (o) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Pulse (or Pulse supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Pulse (or Pulse supplier) facilities used to deliver the Service;
- (p) access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). Customer 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 Customer is subject to a Service plan that expressly permits Customer to do so.

If Pulse determines that Customer is using the Services or Pulse Equipment in violation of this Policy, Pulse may immediately terminate the Services and pursue all available legal remedies. Violations of system or network security may result in civil or criminal liability. Pulse may investigate occurrences that



may involve such violations, and Pulse may involve and cooperate with law enforcement authorities in prosecuting customers who are alleged to be involved in such violations.

## **BROADBAND SERVICES**

Customer usage shall comport with the tiered service Customer has purchased. Such usage tiers and types are as follows:

### **Residential Internet**

- Intended for residential use only.
- Users are prohibited from using or running 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.

### **Small Business Internet**

- Designed to allow low cost access to small businesses that do not require Internet to drive revenue or performance
- Best Effort Service (no Service Level Agreement)
- Network design is comparable to residential with similar usage patterns expected

### **Professional/Enterprise Internet**

- Designed as a product for 24/7 use with revenue and/or production impacts when down
- Service Level Agreement
- Physically designed to assure purchased speed is delivered
- Static IP Address Included

## **EMAIL**

Customer may not send unsolicited bulk or commercial email messages commonly known as “spam” or utilize email in a way that could be reasonably expected to adversely impact the Services, including, without limitation, sending large numbers of copies of the same or substantially similar messages that disrupts a server, account, or similar service. Customer shall not use email in any way that adversely impacts the Services or others’ use of the Services.

Pulse reserves the right, in its sole discretion, to enforce email storage caps depending upon Customer’s level of usage and the level of Services purchased. If Customer exceeds the appropriate level of email storage, Pulse may notify Customer by phone or in writing, and Customer shall reduce their stored email to the appropriate level or below.



## **PAY PER CALL SERVICES**

Pulse's digital voice service will not accept 976 nor 900 prefix or any such call types in which charges are placed on an end-user's bill and where Pulse might be expected to act as a collection agent. Use of Pulse's digital voice service to support predictive dialers for more than five percent (5%) of all calls made is prohibited without Pulse's written consent.

## **COPYRIGHT INFRINGEMENT**

Pulse has registered its agent with the United States Copyright Office under the Digital Millennium Copyright Act of 1998 ("DMCA"). See 17 U.S.C. § 512. Pulse respects the intellectual property rights of others. Customer may not use the Services in any manner that infringes upon the copyrights or other intellectual property rights of others and shall at all times act in accordance with the DMCA and other applicable laws. Further information regarding Pulse's DMCA Copyright Policy can be found at [www.lovelandpulse.com/legal](http://www.lovelandpulse.com/legal).

Any information provided by Pulse relating to copyright infringement does not constitute legal counsel.

## **RESPONSE TO USE VIOLATING LAW OR POLICY**

Pulse does not monitor or regulate the content of any messages or material transmitted or displayed by customers. From time to time, Pulse may receive complaints or information that Customer is using the Services in violation of federal, state, or local law or this Acceptable Use Policy. If Pulse determines, in its sole discretion, that Customer has violated applicable law or this Policy, Pulse may take such action as is authorized by law, including, without limitation, a written warning, temporary suspension of Service, require Customer to provide written assurance of refraining from any further violations, termination of Service, or legal action seeking injunctive relief or damages. Pulse shall not be liable for any damages of any nature, including, without limitation, consequential damages, alleged to have been suffered by Customer or any third party resulting in whole or in part from Pulse's actions authorized by law or this Policy.

## **MODIFICATION OF ACCEPTABLE USE POLICY**

Pulse reserves the right to modify this Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted to the [www.lovelandpulse.com](http://www.lovelandpulse.com) website and any use of the Services by Customer after the posting of any changes will be considered acceptance of such changes.

## **NO WAIVER/SEVERABILITY**

Any failure of Pulse to enforce this Policy shall not be construed as a waiver of its 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.

## **NOTICE TO CUSTOMERS**



Pulse may deliver notice to Customer by any means Pulse deems appropriate, including, without limitation, delivery to Customer's email account or physical address associated with Customer's Services account. Notices provided by email or other electronic means will be effective upon transmittal by Pulse and notices by mail will be effective upon delivery.