

Cable:

Fiber:

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SA:

Split Cabinet:

Split Port:

W.O.#

SO:

Other:



REDBOLT
BROADBAND
POWERED BY CDEC

Revised 5/26/2020

Small Commercial Internet Agreement

This Agreement describes the terms and conditions between you ("Customer") and Continental Divide Electric Cooperative, Inc. ("CDEC," "Service Provider," "Us," or "We") applicable to CDEC Fiber Optic Service ("Service"). **Additional policies and terms and conditions may be found at www.CDEC.coop.**

Business Name: _____

CDEC Electric Account Number: _____

Physical Address: _____

Phone: _____ Email Address: _____

1. SERVICE CHARACTERISTICS:

All Small Commercial packages includes best-effort symmetrical speeds and bandwidth, customer support between 8:00 a.m. – 5:00 p.m. at 505.285.6656 or redboltsupport@cdec.coop, priority repair between 8:00 a.m. – 5:00 p.m., and one (1) static IP address.

\$59.95/month: 25/10 Mbps*

\$7.00/month: Router rental

\$99.95/month: 100 Mbps

\$3.95/month: 5Ghz WiFi Extender

\$129.95/month: 250 Mbps

\$6.95/month: Additional Static IP address

\$149.95/month: 500 Mbps

\$100.00: Standard activation

**Ancillary Rate is not symmetrical speeds*

- a. Proof of current nonprofit status must be attached to this agreement.
- b. The one-time set-up fee, standard installation, and all monthly fees, and other amounts owed hereunder together with any corresponding taxes and/or reimbursement charges as described are not deposits and are non-refundable. You represent that there are no legal, contractual or similar restrictions on the installation of the CDEC equipment in location(s) you have authorized.
- c. Standard installation includes 100-feet of CAT6 cable on the outside of the building and 10-feet of cable at the entry point.
- d. The name on your CDEC broadband account must match the name on your CDEC electric account.
- e. **The term of this agreement is one year, beginning with the Service installation date and will continue until the Customer terminates Service.**
- f. In the event the Customer chooses to discontinue Service, CDEC requires a thirty (30) day notice to terminate Service. A Customer's thirty (30) day notice will become effective beginning on the date that the next monthly payment is due
- g. Unless otherwise agreed to in writing, your right to use the Service, or to designate other users of your account, IS NOT TRANSFERABLE and is subject to any limits established by this agreement, or by your credit card company or other billing institution, as applicable.

I agree to all of the above: _____

Signature

Date

2. **REDISTRIBUTING OF SERVICE:** Customer agrees not to sell or redeliver Internet services purchased from CDEC without the express written consent of CDEC including, but not limited to, sharing an access point for multiple locations using wires or wireless technology and charging other residents or businesses to access Service from outside of the Service address.
3. **PAYMENT AND BILLING:**
- a. You agree that CDEC will bill your monthly Service fee in advance via a monthly paper statement by mail. The initial billing period shall begin when Service is available for use.
 - b. Applicable taxes and/or franchise fees will be charged.
 - c. Payment of the outstanding balance is due in full by the 20th day of each month. If your payment is not received before the next statement is issued, you will be disconnected within five (5) business days.
 - d. If you wish to reconnect, you will have to pay your total bill and a re-activation fee of \$25.00 within seven (7) days of disconnection, and \$50.00 after seven (7) days of disconnection.
 - e. We have the right to suspend your Service or terminate this Agreement without notice if payment is not received before the next statement is issued. An activation fee may be required before reactivating your Service. If CDEC chooses to use a collection agency or attorney to collect money you owe CDEC or to assert any other right that CDEC may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.
 - f. You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in email, billing address, credit card number, credit card expiration date). You agree that CDEC may continue charging you for any service provided under your account. If we are unable to process your credit or debit card at any time, your account may be immediately suspended or terminated, and you will remain responsible for all amounts payable by you to CDEC.
4. **CONTINUITY OF SERVICE:**
- a. Report connection issues or outages between 8 a.m. and 5 p.m. at 505.285.6656 or redboltsupport@cdec.coop. A technician will assist you with diagnosing the problem and taking steps to restore connectivity of your Service. If needed, support will assess a need for a tech visit. See Terms and Conditions for more information about Continuity of Service.
 - b. CDEC is not responsible for supporting network equipment, peripheral equipment, including, but not limited to PCs, MACs, routers, or software applications or another carrier's equipment.
 - c. If a customer chooses to utilize a CDEC router, Internet speeds are tested at the router, inside of the home, building or facility. If the customer provides his/her router, Internet speeds are tested at the optical network terminal outside of the home, building or facility. Quality of Service or tech support is not guaranteed or provided after the testing point.
5. **TERMS OF SERVICE:** Customer acknowledges receipt of CDEC's Terms of Service, which are incorporated by reference as though fully set forth herein, and Customer agrees to be bound by them.

Customer's Initials

I agree to all of the above:

Name

Signature

Date

Red Bolt Broadband Installation

CDEC currently offers two internet packages, based on speed, to both residential and small business customers. For larger businesses, CDEC offers service-level agreements to suit a customer's need. CDEC also is capable of providing Red Bolt Broadband service to educational institutions and others that participate in the federal government's E-Rate program.

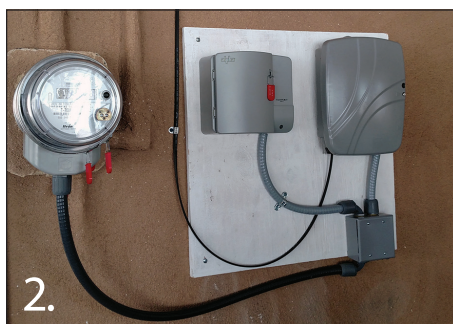
All Red Bolt customers have access to unlimited data usage and the option of renting a router for connectivity.

Utilizing our router option ensures that a customer receives the symmetrical speeds that only direct Fiber-To-The-Home (FTTH) is capable of providing. And, if you have any issues with our router, CDEC will replace it at

A typical service installation of Red Bolt Broadband consists of these three steps, which correspond with the photos to the left:



1. When you sign up for service, one of our meter technicians will go to your service location and install necessary equipment to your electrical meter base.
2. Next, a contractor will place a fiber-optic line from the service pole to your meter, connect the fiber-optic cabling and install the optical network terminal that delivers service to the router.
3. Finally, an install crew will connect the internet cable to the inside of your home and set up your router (if you have taken advantage of CDEC's router). Before the installer leaves, he or she will test your internet connection and speed.



Red Bolt Broadband Contractors

CDEC is contracting with companies to assist in jump-starting construction of our new, voluntary high-speed internet service. Here's a glimpse of what they are doing and who they are.

CDEC is also working with **Kelly Cable** and **C.B.R. Services**, both of which are New Mexico-based companies, to conduct this make-ready and fiber attaching.

In addition to make-ready construction, **Kelly Cable** places the fiber-optic cable directly to homes and businesses that sign up for service.

Finally, **Ward Communications and Electrical Services** splices fiber and performs the service installations at individual homes and business.

All of CDEC's Red Bolt Broadband contractors work Mondays through Fridays (between dawn and dusk) and carry CDEC-issued ID badges with employee names and pictures. They carry a CDEC "Letter of Authority," giving these contractors access to our power lines and equipment, including electric meters. They also travel in vehicles that display exterior signs, identifying them as a contractor with Continental Divide Electric Cooperative.



Red Bolt Broadband Installation Checklist

To ensure you have everything required to install and use Red Bolt Broadband, please review this checklist prior to your installation date. To provide a seamless transition, **we recommend that you DO NOT disconnect your current internet service until after our installation.**

- If you do not own your home, building or facility, you must obtain your landlord's written permission before installation.
- The installation will take between two and four hours, depending on the ease of access and work needed for installation.
- Your technician will call and arrive during the time frame noted on your confirmation.
- Make sure someone 18 years or older and authorized to make decisions is present for the duration of the installation.
 - A technician will talk with this person to confirm the desired service.
 - A technician will walk through your home, building or facility to determine where you want your equipment.
 - A technician will talk with you about wiring options to decide the best placement for wiring.
- When choosing a location for installation and your router, please keep the following in mind:
 - A technician will need to place the router near an exterior wall that is free of obstruction.
 - There must be space on the wall to safely penetrate and install a 4.5" x 2.75" wall plate on the inside of the wall.
 - Choose a wiring location within four feet of a 120-volt outlet. The outlet must be safe, adequately wired, grounded and not overloaded.
- The area for installation – inside and outside of the home – must be clear of furnishings so a technician can quickly install wiring. This includes adjacent attic and crawl space areas.
- CDEC's standard installation includes 100-feet of CAT6 cable on the outside of the building and 10-feet of cable at the entry point.
- Keep all pets secured outside of areas where the technician will be working.
- Member is responsible for:
 - Any cables for devices that need to be wired to the router.
 - Any extension cords necessary for the router.
 - A router, if the customer chooses not to use CDEC's. That router must be available at the time of installation.
- A technician will perform a speed test at the testing point and results will be given to you at the time of completion.

TERMS AND CONDITIONS

This Agreement describes the terms and conditions between you (“Customer”) and Continental Divide Electric Cooperative, Inc. (“CDEC,” “Service Provider,” “Us,” or “We”) applicable to CDEC’s Fiber Optic Service (“Service”).

1. AGREEMENT TERMS

- a. The customer is bound to these Terms and Conditions, Acceptable Use Policy and Broadband Internet Access Service Disclosures upon signing the Service Agreement.
- b. CDEC will provide Service to the Customer at an agreed-upon price and contingent upon obtaining a right of entry onto the premises. As part of the installation process, your home may require modifications to the inside or outside wiring.
- c. The premises owner must give verifiable written consent authorizing CDEC employees, agents, contractors, or authorized representatives to enter premises and make any modifications needed, inside or outside of the home, to install, maintain, inspect, repair and remove the equipment and/or Service.
- d. Equipment will be installed to the nearest power source inside or outside of the house or business.
- e. The member is responsible for providing 120V to power the optical network terminal (ONT) upon installation and will notify CDEC if power is interrupted for maintenance or any other reason.
- f. In the event that you move, you are still bound to the terms and conditions of this agreement.
- g. Your “Service address” is limited to the single address where Service is installed and authorized for your sole use. It does not include any space not physically associated with your address.
- h. If the Customer terminates Service before the end of the agreement term, the Customer is liable for the monthly charges remaining to fulfill the original agreement.
- i. If the Customer is renting a router provided by CDEC, the router must be returned within 30 days of Service termination. If the router is not returned, the Customer will be liable for the full cost of the equipment.
- j. Customer agrees not to sell or redeliver Internet services purchased from CDEC without the express written consent of CDEC including, but not limited to, Customers sharing an access point for multiple locations or charging other residents or businesses to access Service from outside of the designated Service address.

2. SERVICE CHARACTERISTICS:

- a. Internet packages are advertised as “up to” speeds. This mean, CDEC provides “best-effort” Internet Service for residential and small commercial use. Best-effort Service is defined as the fastest speed you will receive at the testing point and is not a guaranteed constant speed.
- b. You are allowed to change your Service package no more than twice in a twelve-month period.
- c. CDEC’s fiber optic system is currently in its initial deployment form and during this period, Internet speeds may vary.
- d. CDEC reserves the right to interrupt speeds, if necessary, for equipment upgrades and network maintenance.

3. CONSTRUCTION OF SERVICE

- a. CDEC contributes 150 feet of fiber from the access point on the main line for Service installation. The Customer may have additional construction costs for a service line extension if more than 150 feet from the access point to the service location exists.
- b. CDEC's standard installation includes 100-feet of CAT6 cable on the outside of the building and 10-feet of cable at the entry point.
- c. CDEC will notify the Customer if unforeseen circumstances arise during the installation process that will affect the cost of receiving Service.
- d. If the installation process requires a service line extension, the Customer will be given a quote and construction will be scheduled once money and contract have been received.
- e. The Service "start date" is defined as the date upon which construction is completed and CDEC makes the Service available to the customer.

4. EQUIPMENT

- a. The ONT is the property of CDEC, and the Customer will be billed a recovery cost if damaged or lost.
- b. In the event any CDEC equipment is stolen from the Customer's property, CDEC must be notified within 30 days or the customer will be charged for replacement.
- c. It is Customer's responsibility to ensure that his/her computer system is up-to-date with the current software necessary to use the Service. From time to time, the computer equipment and software required to access and use the Service may change.
- d. CDEC's recommended equipment is made available to its customers. Customers have the option to purchase or rent recommended in-home routers.
 - i. If a Customer chooses to rent or purchase a CDEC router, Internet speeds are tested at the router, inside of the home.
 - ii. If the Customer provides his/her router, Internet speeds are tested at the optical network terminal located inside or outside of the home.
 - iii. Quality of Service or tech support is not guaranteed or provided after the testing point.
- e. The Customer agrees to not remove or modify any equipment from the assigned location. Removing equipment will result in a full replacement charge applied to the Customer's account.
- f. The Customer agrees not to change an electronic serial number or equipment identifier of any device issued by CDEC. Performing a factory reset of any device without prior written consent from CDEC is also prohibited. CDEC reserves the right to terminate an account at its sole and absolute discretion if a Customer has tampered with any device. In the event this happens, the customer remains responsible for any unpaid bill amounts and equipment charges as agreed in the Service Agreement and these Terms and Conditions.

5. CONTINUITY OF SERVICE

- a. CDEC shall use reasonable diligence to provide an uninterrupted Service. CDEC shall not be liable for Service interruptions or defective equipment as a result of an act of God, public enemy, accident, strike, labor issues, inability to secure rights-of-way or other permits needed, or for any other cause beyond the reasonable control of CDEC. We shall not be liable therefore.
- b. You expressly agree that use of the Service is at your sole risk. CDEC expressly disclaims any representation or warranty that the Service will be error-free, secure or uninterrupted. To the maximum extent permitted by law, CDEC shall not be liable.

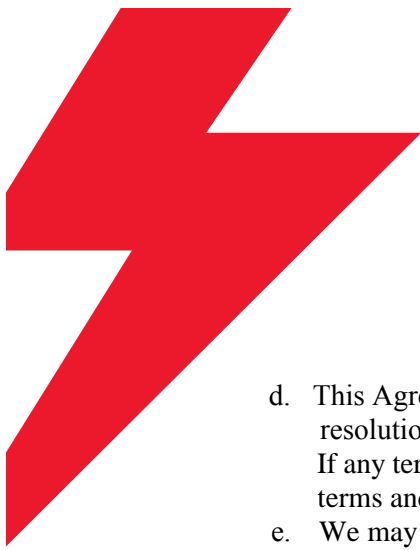
- c. Report connection issues or outages 8 a.m. to 5 p.m. weekdays by telephone at (505) 285-6656. A Support Specialist will assist you with diagnosing the problem and taking steps to restore connectivity of your Service. If needed, CDEC Support will assess a need for a tech visit.
 - i. Please note that no service work or tech visit will occur unless you have contacted the CDEC Support number listed above. When you contact CDEC Support, CDEC will generate a ticket number and begin the process to schedule a home visit.
 - ii. If an on-site visit is required and the problem exists on the Customer's network, the customer is responsible for payment of \$160.00 for a tech visit up to 50 miles one way.
- d. CDEC is not responsible for supporting Customer network equipment, peripheral equipment including, but not limited to PCs, MACs, laptops, routers, or software applications or another carrier's equipment.
- e. CDEC is also not responsible for providing Service if the member disconnects or interrupts the power source to the ONT.

6. SECURITY

- a. The Customer can best control the risks associated with security and are therefore solely responsible for maintaining and upholding the account security of Service. CDEC is not liable for any disruption of Service, corrupted files or viruses which affect the Service. It is the Customers' responsibility to safeguard their network and equipment through appropriate means, from theft, unauthorized use or system corruption.
- b. The Customer is entirely responsible for any actions, damages, or costs incurred via his/her account, regardless of who uses that account.
- c. The Customer agrees to not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.
- d. CDEC reserves the right to terminate Service, at CDEC's sole discretion, if it is determined the Customer's continued access impedes the safety of CDEC's equipment, services and other customers.

7. LIABILITY

- a. The Customers will be bound by the provisions of CDEC's Articles of Incorporation, bylaws, policies and tariffs currently in place, including those that pertain to patronage capital. Such documents are amended from time to time, and it is the Customers responsibility to review such documents.
- b. CDEC nor its independent contractors shall have any liability whatsoever for any loss resulting from installation, repair or other services including, but not limited to, damage to your premises, loss of software, data or other information on your electronic equipment, and also including bodily and personal injuries or death, including but not limited to, damages arising out of exposure to infectious diseases such as COVID-19 or Coronavirus.
- c. Unless otherwise expressly provided in this Agreement, CDEC shall not be liable to Customer for consequential, incidental, punitive, exemplary, indirect damages, lost profits or business interruption suffered by Customer or anyone authorized to use the Service. To the extent CDEC is subject to damages of any kind or nature, those damages shall be limited to an amount no greater than the total paid by Customer to CDEC during the 12 months preceding the date the claim for damages arose.



- d. This Agreement shall be governed by the laws of the State of New Mexico and venue for resolution of disputes shall reside with the District Court of Cibola County, New Mexico. If any term or provision of this agreement is held to be invalid or unenforceable, the remaining terms and provisions of this agreement shall remain in full force and effect.
- e. We may choose to not enforce a term of this agreement without having that choice constituting a waiver.
- f. For customers receiving Service through Service-Level Agreements, bulk arrangements or similar means, some policies may not apply to you, depending upon your specific agreement.
- g. This agreement shall be binding on the parties, their legal representatives, successors, and assignees.
- h. We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments in accordance with your statement.

8. **POLICY CHANGES**

- a. CDEC may revise its Terms and Conditions or policies as needed and will post the new version on its website at <http://www.CDEC.coop> and any other designated sites. Revised policies are effective immediately upon posting.
- b. Customers should regularly visit our website and review its policies and Terms and Conditions.

Right of Entry and Landlord's Consent

This **Right of Entry and Landlord's Consent** ("Agreement") is between the Property Owner ("Property Owner") and Continental Divide Electric Cooperative, Inc., D.B.A. Red Bolt Broadband ("Red Bolt"). The Property Manager is the duly authorized person to represent and execute this Agreement for the Property Owner.

Property Owner: _____ Phone: _____

Property Manager: _____ Phone: _____

Service Address: _____

This agreement allows Red Bolt and its contractors to install fiber-optic cable and associated equipment at the property address to provide communications and data services such as electric metering and high-speed internet services to tenants that reside at the property address.

Both parties agree as follows:

1. The Property Owner grants Red Bolt, its contractors, agents, and employees the right to install, operate, maintain and monitor fiber-optic cables, conduits and miscellaneous equipment (collectively the "Equipment"), together with any necessary rights of access to the property address required by Red Bolt.
2. Red Bolt will exercise care in entering the Property to perform installation, maintenance, and repair of equipment. Red Bolt will conduct work in such a way as to minimize unreasonable interference with the operation of the Building and will obtain necessary federal, state and municipal permits, licenses and approvals required in connection with installation and work.
3. Red Bolt will furnish materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the standard installation.
4. This Agreement does not create any agency or partnership relationship.
5. The Property Owner may terminate this Agreement at any time.

The Property Owner hereby grants Red Bolt right of entry and consent as described above.

I agree to all of the above: _____

Property Manager Signature

Date



Net Neutrality Disclosure

Contents

- I. Introduction
- II. Scope of Service
- III. Network Management Practices
- IV. Performance Characteristics
- V. Commercial Terms
- VI. Contact Information

I. INTRODUCTION

The **Federal Communications Commission ("FCC")** requires that all Internet Service Providers ("ISPs") within the United States disclose information about its broadband Internet access services and the ISP's networks.

This disclosure statement, effective June 11, 2018, is a first-time effort to comply with said rules and regulations to inform you – the end user – of the policies of Red Bolt Broadband, including information regarding any network management practices that Continental Divide Electric Cooperative, Inc., employs, as well as the performance characteristics of our services. This applies solely to the portion of our network used to deliver, run, and maintain both our residential and business internet services.

Continental Divide Electric Cooperative, Inc. ("CDEC") d/b/a Red Bolt Broadband ("Red Bolt"), reserves the right to change or modify this Disclosure and its policies at any time, so long as such changes adhere to the FCC's rules and regulations for ISPs, without notice to you. It is your responsibility, as the end user, to review this Disclosure from time to time to be aware of any changes. Continued use of Red Bolt's residential and business internet services – after any changes are made to this statement – will be considered acceptance and knowledge of said changes.

In no way does this Disclosure alter or change the existing Terms and Conditions or Acceptable Use Policies, which should be read in addition to this statement.

Below are the four core principles outlined in the Net Neutrality Disclosures:

- Scope of Service
- Network Practices
- Performance Characteristics
- Commercial Terms



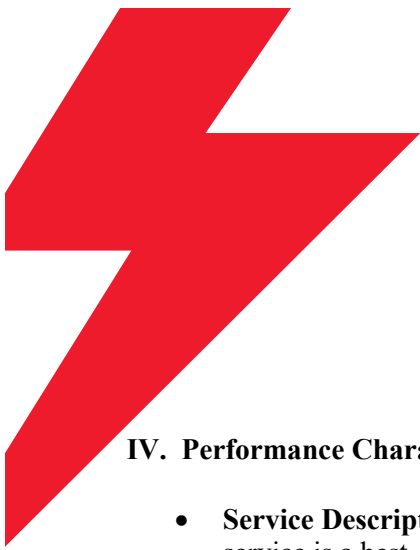
II. Scope of Service

Continental Divide Electric Cooperative, Inc. ("CDEC") d/b/a Red Bolt Broadband ("Red Bolt")
FCC Registration Number: 0026618306

- Red Bolt provides an internet connection using fiber-optic technology delivered directly to homes and businesses. The service is a best-effort network, which does not provide any guarantees that data will be delivered, or that the user will be given a guaranteed quality of service level or a certain priority.

III. NETWORK PRACTICES

- **No Blocking:** Red Bolt does not block lawful content, applications, services, or non-harmful devices.
- **Throttling:** Red Bolt does not degrade or impair access to lawful internet traffic on the basis of content, application, service, user, or use of non-harmful devices.
- **Affiliated Prioritization:** Red Bolt does not directly or indirectly favor internet traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation to benefit an affiliate.
- **Paid Prioritization:** Red Bolt does not directly or indirectly favor internet traffic over other traffic, including through use of techniques such as traffic shaping, prioritization, or resource reservation to benefit an affiliate in exchange for consideration, monetary or otherwise.
- **Congestion Management:** Red Bolt strives to have sufficient capacity to accommodate all traffic during peak-usage periods.
- **Application-Specific Behavior:** Red Bolt does not rate-control any protocol or port, or otherwise inhibit or favor certain applications or classes of applications.
- **Device Attachment Rules:** Red Bolt does not restrict any types of devices, and no approval is required to connect devices to the network.
- **No Unreasonable Discrimination:** Red Bolt does not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband internet access service.
- **Reasonable Network Management:** Red Bolt implements reasonable practices in an effort to foster network security and integrity, which includes addressing traffic that is harmful to the network.
- **Security:** Red Bolt has the right to block ports that have been used to hack customer equipment to ensure end-user security and security of the network. The integrity of Red Bolt's security system is in some cases directly dependent on actions taken by the end user and other third parties and, therefore, outside the control of Red Bolt Broadband and CDEC.



IV. Performance Characteristics

- **Service Description:** Red Bolt provides an internet connection using fiber-optic technology. The service is a best-effort network, which does not provide any guarantees that data will be delivered, or that the user will be given a guaranteed quality of service level or a certain priority.
- **Impact of Specialized Services:** Red Bolt does not offer any specialized services.

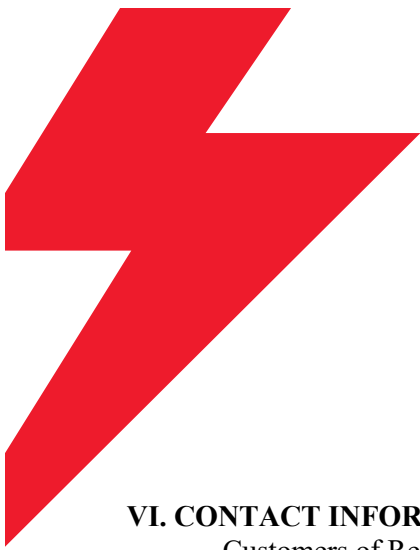
V. Commercial Terms

- **Speed and Price:** The advertised speed of Red Bolt’s internet service is the maximum speed achievable with the technology utilized. While the maximum advertised speed is attainable for end users, several factors may affect the actual speed of Red Bolt’s service offerings, including, but not limited to the end user’s computer, modem or router, activity during peak-usage periods, and other internet traffic.

Advertised Rate	Measured Rate	Peak Rate	Residential Price	Small Business Price
50/50Mbps	51/52Mbps	51/52Mbps	\$49.95	\$99.95
100/100Mbps	98/101Mbps	98/101Mbps	\$59.95	\$129.95

Average Latency: 34ms

- **Additional Fees:** Customers have the option to purchase or rent recommended in-home routers for \$7.00, per month.
- **Early Termination Fees:** If the customer terminates service before the end of the agreement term, the customer is liable for the monthly charges remaining, to fulfill the original agreement. If the customer is renting a router provided by Red Bolt, the router must be returned within 30 days of service termination. If the router is not returned, the customer will be liable for the full cost of the equipment.
- **Privacy Policies:** Red Bolt and CDEC reserve the right at any time to monitor bandwidth, usage, transmissions, and/or content of its service. Red Bolt need not proactively or routinely monitor a customer account’s use of the service for violations of its Use Policy, though it reserves the right to do so. If Red Bolt is alerted to violations or potential violations of this Use Policy, Red Bolt may take appropriate measures to remedy a violation or potential violation. Networking traffic information is not used for non-network management purposes.



Revised 5/26/2020

VI. CONTACT INFORMATION

Customers of Red Bolt Broadband who have complaints or questions relating to our internet service access can contact us by U.S. Mail or by calling the telephone number listed below.

U.S. Mail:

CDEC
PO Box 1087
Grants, NM 87020

Telephone:

(505) 285-6656

A customer always has the right to file a complaint with the Federal Communications Commission at www.fcc.gov.

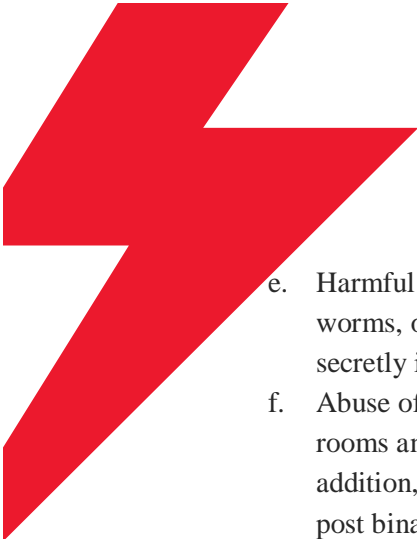
ACCEPTABLE USE POLICY

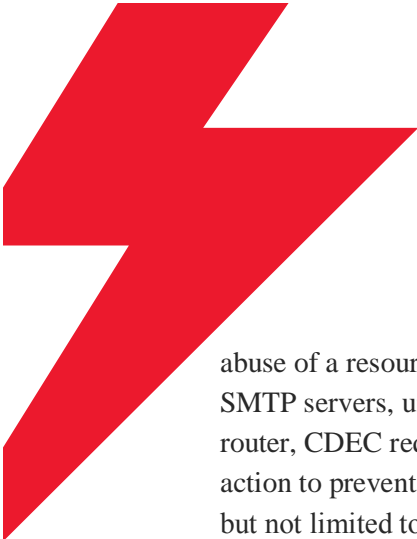
BACKGROUND

To ensure the quality, security, and reliability of its fiber optic broadband service (the “Service”), CDEC has adopted this Acceptable Use Policy (the “Use Policy”). The Use Policy applies to each customer’s (“Customer”) use of the Service, and forms a part of the Terms of Service referenced in the Fiber Optic Broadband Service Application and Agreement (“Agreement”). This Use Policy supersedes previous use policies, and governs each Customer’s access to and use of the Service.

USE POLICY

1. **Binding Nature of this Policy.** By using the Service, Customer agrees to abide by the binding terms of this Use Policy. CDEC may modify this Use Policy at any point in the future, and all such modifications are also binding. Any Customer who does not agree to be bound by the terms of the Use Policy must immediately stop using the Service and notify CDEC to terminate the account.
2. **CDEC’s Right to Suspend or Terminate Service.** CDEC reserves the right to immediately suspend, terminate, or restrict use of the Service without notice if such use—in CDEC’s sole discretion—violates this Use Policy or interferes with CDEC’s Service or network.
3. **Permitted Use.** Reselling or otherwise redistributing the Service—including by wireless means—is strictly prohibited.
4. **Customer’s Responsibility for Use of the Service.** Customer is responsible for any transmission sent, received, posted, accessed, or stored via the Service through Customer’s account, including the content of any communication. Customer is also responsible for any misuse of the Service, violation of law, violation of this Use Policy, or violation of the other Terms of Service that occurs through Customer’s account—whether by Customer, or by an authorized or unauthorized third party.
5. **Illegal or Harmful Use Prohibited.** Customer may use the Service only for lawful purposes. Any use of the Service to transmit, receive, or store material that violates any law or which is harmful is prohibited. By way of example only, the following illegal and/or harmful conduct is prohibited:
 - a. **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
 - b. **Infringement:** Infringement of intellectual property rights such as copyright, trademark, patent, trade secret or other intellectual property right.
 - c. **Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., pyramid schemes, chain letters, “pump and dump” stock fraud, make-money-fast schemes).
 - d. **Failure to Abide by Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, or computer database that you access.

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- e. **Harmful Content:** Disseminating or posting harmful content including viruses, Trojan horses, worms, or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.
 - f. **Abuse of Newsgroups or Internet Chatrooms:** Customer may not spam newsgroups or chat rooms and must comply with the written charters, rules, or terms of service for those forums. In addition, Customer may not cross-post the same or substantially similar message excessively, post binary files to non-binary groups, or flood or disrupt a group.
 6. **Electronic Communications.** Customer may not use the Service to distribute, publish, or send unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly known as “spam”). Nor may Customer use the Service to distribute, publish, or send unsolicited informational announcements, empty messages (or messages containing no substantive content), or very large messages that may disrupt a server. Collecting or harvesting email addresses from the Internet for the purpose of sending unsolicited bulk email (or to provide collected addresses to others for that purpose) is also prohibited.
 7. **Other Prohibited Activities.** Any use of the Service that violates this Use Policy or that negatively impacts network security, quality, or integrity is prohibited. Such violations include, without limitation:
 - a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.
 - b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
 - c. Interference with Internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
 - d. Failing to abide by the acceptable use policies of any networks, machines, or services that are accessed through the Service.
 - e. Forging the header of any transmitted information packet, email, or Usenet posting.
 - f. Modifying or tampering with any hardware, software, or configuration provided by CDEC including but not limited to routers, switches, and cable modem configuration files.
 - g. Using manual or electronic means to avoid any limitations established by CDEC or attempting to gain unauthorized access to, alter, or destroy any information relating to any CDEC customer or end-user.
 - h. Storing any program, utility or file on CDEC servers the use of which would constitute a violation of this policy. (For example, it is a violation to store hacker scripts, IRC bots, or spamming software on CDEC servers.)
 - i. Disrupting, degrading or otherwise adversely affecting CDEC’s network or computer equipment owned by CDEC or other CDEC Customers.
 - j. Excessive use of bandwidth that, in CDEC’s sole opinion, places an unusually large burden on the CDEC Service or exceeds normal usage. CDEC has the right to impose limits on excessive bandwidth consumption via any means.
 - k. Assuming or assigning a CDEC IP address that was not allocated to the user by CDEC.
 8. **Security.** User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the



abuse of a resource on their network. Examples of abuse of resources include open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. If Customer is using a wireless router, CDEC requires that any wireless network be secure and encrypted. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, “Trojan horses,” denial-of-service attacks, and bots.

9. **Network Management.** CDEC uses a variety of reasonable network management tools and practices consistent with industry standards. In the event that periods of congestion necessitate such management, CDEC has available the following tools and practices (without limitation and as may be adjusted over time):
 - a. Use of an upper limit of bandwidth allocated for uploading of files during congested periods;
 - b. Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion;
 - c. spam filtering and detection techniques; and
 - d. measures to protect the security and integrity of its network, resources and Customers. In limited instances if employed, these techniques may affect the throughput rate at which Customers may send and receive data, the ability of users to establish session connections within the network, or result in the delay of certain traffic during times of peak congestion.
10. **Monitoring.** CDEC reserves the right at any time to monitor bandwidth, usage, transmissions, and/or content on the Service. CDEC need not proactively or routinely monitor a Customer account’s use of the Service for violations of this Use Policy, though it reserves the right to do so. If CDEC is alerted to violations or potential violations of this Use Policy, CDEC may take whatever measures it deems necessary and appropriate to investigate, stop, and/or prevent those violations.
11. **Law Enforcement and Compliance with Applicable Laws.** CDEC may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. CDEC assumes no obligation to inform Customer that information has been provided pursuant to law enforcement, court order, or by other legal obligation. In the event that CDEC becomes aware that Customer’s use of the Service may violate a law or this Use Policy, CDEC reserves the right to take all such actions appropriate to address that violation. Such action includes but is not limited to suspension of service, reduction of service resources, and termination of service. CDEC is not liable for any such responsive action and these actions are not exclusive. CDEC may take any other legal or technical action it deems appropriate.
12. **Limitation of Liability; No Warranty; Indemnity.** Nothing in this Use Policy impairs or modifies those portions of the Agreement addressing limitation of liability, no warranty, or indemnity.
13. **No Waiver.** The failure by CDEC to enforce any provision of the Use Policy at any point in time shall not be construed as a waiver of any right to do so at any future time thereafter.
14. **Revisions to Policy.** Customers should regularly visit CDEC’s website and review this Use Policy to ensure that their activities conform to the most recent version of the policy. In the event of a conflict between the Agreement and this Use Policy, the terms of this policy will govern.