



Acceptable Use Policy

This Acceptable Use Policy applies to all persons and entities (collectively, "customers") using the products and services of Chisholm Broadband, LLC., ("Chisholm") including Internet service. The policy is designed to protect the security, integrity, reliability, and privacy of both the Chisholm network and the products and services Chisholm offers to its customers. Chisholm reserves the right to modify this policy at any time, effective immediately upon posting the modification. Your use of Chisholm's products and services constitutes your acceptance of the Acceptable Use Policy in effect at the time of your use. You are solely responsible for any and all acts and omissions that occur during or relating to your use of the service, and you agree not to engage in any unacceptable use of the service.

You are responsible for ensuring that your usage of the Services does not improperly restrict, degrade, or adversely affect any other user's use of the Services, nor represent, in Chisholm's sole judgment, an unusually large burden on the network itself. You must comply with the current bandwidth and other limitations on the Services. If Chisholm determines that your account is exceeding the bandwidth limits, you will be notified by mail or e-mail. If the excess use continues for more than 10 days, the Services may be suspended or terminated. If excessive bandwidth utilization is determined by Chisholm to adversely affect Chisholm's ability to provide the Services for its other customers, immediate action may be taken to alleviate the problem. In such an event, you will be notified by mail, phone call, or e-mail as soon as practicable.

Except for information, products, or services clearly identified as being supplied by Chisholm, Chisholm does not operate or control any information, products, or services on the Internet.

The Internet contains unedited materials that may be offensive or objectionable to you. You access these materials at your own risk. Chisholm has no control over and accepts no responsibility for these materials. Customers may wish to utilize software designed to limit access to certain material on the Internet.

YOU UNDERSTAND THAT YOU MAY BE HELD LIABLE BOTH UNDER CIVIL AND CRIMINAL LAW FOR INFRINGEMENTS OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. YOU MAY BE HELD LIABLE FOR ALL ACTUAL DAMAGES AND PROFITS, ATTORNEY'S FEES, COSTS, OR THE COURT MAY AWARD STATUTORY DAMAGES UNDER THE COPYRIGHT ACT. CRIMINAL LIABILITY CAN ALSO INCLUDE FINES AND IMPRISONMENT.



Chisholm may take any action it deems appropriate without notice to protect the Services and its Equipment for the provision of the Services. If Chisholm denies you access to the Services pursuant to this Section, you will have no right: (i) to access through Chisholm any materials stored on the Internet, or (ii) to access third-party services, merchandise, or information on the Internet through Chisholm, and Chisholm will have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility to any consequences resulting from lack of notification.

Chisholm has no obligation to monitor the Services. You agree that Chisholm has the right to monitor the Services electronically from time to time, and you consent to Chisholm's access, use, and disclosure of any information as necessary to satisfy any law, regulation, or other governmental request, to operate the Services properly, to improve the Services, or to protect itself or its customers.

If you wish to make purchases on the Internet, you may be asked by the merchant or service provider from whom you are purchasing to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant or information or service provider on the Internet to make purchases will be accurate, complete, and current. The merchants and information and service providers offering merchandise, information, and services on the Internet set their prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when the charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Internet.

What Uses are Prohibited?

Unacceptable use includes, but is not limited to, any of the following:

1. Posting, transmission, re-transmission, or storing material on or through any of Chisholm's products or services, if in the sole judgment of Chisholm such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations apply to his or her use of the products and services.
2. Resale of Chisholm's products and services without the express prior written consent of Chisholm (unless you are an authorized wholesaler).

CHISHOLM BROADBAND | 4718 W OWEN K GARRIOTT RD, ENID, OK 73703

✉ New Customers: sales@chisholmbb.com | Customer Support: support@chisholmbb.com | Billing Support: billing@chisholmbb.com
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3. Deceptive marketing practices.
4. Actions that restrict or inhibit anyone - whether a customer of Chisholm or otherwise - in his or her use or enjoyment of Chisholm's products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
5. Introduction of malicious programs into the Chisholm network or servers or other products and services of Chisholm (e.g., viruses, trojan horses, and worms).
6. Causing or attempting to cause security breaches or disruptions of Internet communications. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing, and forged routing information.
7. Executing any form of network monitoring that will intercept data not intended for the customer.
8. Circumventing user authentication or security of any host, network, or account.
9. Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
10. Obtain or attempt to obtain Chisholm's product or services by any means or device with the intent to avoid payment.
11. Failing to comply with Chisholm's procedures relating to the activities of customers on Chisholm-owned facilities.
12. Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document "use" of Chisholm's products or services.
13. Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer, or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
14. Harassment, whether through language, frequency, or size of messages.
15. Unauthorized use or forging of mail header information.



16. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.

17. Use of unsolicited E-mail originating from within the Chisholm network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Chisholm or connected via the Chisholm network.

18. Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses, and exemptions.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the policy or any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Abusable Resources

Upon notification of the existence of an abusable resource, the customer shall immediately take all necessary steps to avoid any further abuse of such resource. Any abuse of an open resource that occurs after the customer has received such notification shall be considered a violation of this policy and enforced as such.

Enforcement

Chisholm may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Prior to suspension or termination, Chisholm attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Chisholm reserves the right to suspend or terminate based on a first offense. Chisholm reserves the right to charge fees arising from the management or handling of complaints related to alleged violations of the AUP.



Electronic Communications Privacy Act Notice

Chisholm makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Chisholm technology, and makes no guarantee that any other entity or group of users will be included or excluded from Chisholm's network. In addition, Chisholm may periodically monitor transmissions over its network for maintenance, service quality assurance, or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

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