

Acceptable Use Policy

Effective 1 May 2020

Purpose of this Document

This document describes the acceptable use of the internet service provided by Prism Broadband, LLC. Violation of this policy may result in termination of service or legal actions.

Definitions

PRISM: Prism Broadband, LLC. A limited liability company registered in the State of New Mexico with the registration number of 606436.

CUSTOMER: Any individual or business who serves as the account-holder-of-record with PRISM. CUSTOMER is accountable to ensure all USERS adhere to this POLICY.

POLICY: This document and all terms and conditions described herein.

PREMISES: CUSTOMER'S house or building, together with its land and outbuildings to which SERVICE is provided and potentially further distributed via a private local area network (LAN) of routers, wireless access points or Ethernet cable and switches.

SERVICE: Internet service provided by PRISM to CUSTOMER.

USER: Any individual, business or system which accesses the Internet through SERVICE provided by PRISM to CUSTOMER. This includes, but is not limited to the individual or business who serves as the account-holder-of-record with PRISM as well as all family, friends, employees, etc.

Prohibited Uses and Activities

In general, this POLICY prohibits uses and activities involving the SERVICE or PRISM equipment that are illegal, infringe upon the rights of others, or interfere with or diminish the use and enjoyment of the SERVICE by others. These prohibited uses and activities include, but are not limited to, the following:

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 on 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 violates 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 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 disrupt 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 PRISM 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 website that you access or use;

Technical Restrictions

- Access any other person's computer or computer system, network, software, or data without his/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 intended for someone else, logging into, or making use of, a server or account without express authorized 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 SERVICE by PRISM 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 PREMISES that provide network content or any other services to anyone outside PREMISES, 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 PREMISES that provide network content or any other services to anyone outside PREMISES, except for personal and non-commercial residential use;
- Service, alter, modify, or tamper with PRISM equipment or SERVICE or permit any other person to do the same who is not authorized by PRISM;

Network and Usage Restrictions

- Use SERVICE for any purpose other than personal, residential, small business use;
- Use the SERVICE for operation as an Internet service provider;
- 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;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to SERVICE, or otherwise cause a performance degradation to any PRISM facilities used to deliver SERVICE;
- Resell SERVICE or otherwise make available to anyone outside the PREMISES (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly;
- Connect PRISM equipment to any computer outside of 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;

- Access and use the SERVICE with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”);
- Configure 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.

Customer Accountability

CUSTOMER is accountable for her/his own compliance with this POLICY. CUSTOMER is also accountable for any use or misuse of the SERVICE that violates this POLICY by anyone else CUSTOMER permits to access the SERVICE (such as a friend, family member, or guest).

POLICY Updates

This POLICY may be updated from time-to-time and such updates will be posted at <https://prismbroadband.com/pricing-terms/>