



## **SELCO – RESIDENTIAL INTERNET USE POLICY – TERMS and CONDITIONS OF USE**

**Effective January 1, 2001**

**Rev. January 1, 2020**

### **1 INTRODUCTION**

- 1.1 This Agreement is between Shrewsbury Electric and Cable Operations ("SELCO") and the customer ("Customer"), who signs or otherwise accepts the "SELCO Internet End User Agreement". This document contains the terms and conditions of acceptable use of the Service.
- 1.2 Any violation of these Terms and Conditions of Use may lead immediately and without further notice to the termination of Customer's access to and use of the Service. Each Customer agrees to indemnify SELCO from any claims arising from Customer's use of the Service that violate these Terms and Conditions of Use.
- 1.3 The following factors guide the establishment and enforcement of SELCO's usage policies:
- Ensuring reliable service,
  - Ensuring security and privacy for individuals and networks,
  - Complying with existing laws,
  - Maintaining SELCO's reputation as a responsible service provider,
  - Encouraging responsible use of the Internet and discouraging activities which reduce the usability and value of Internet services,
  - Preserving the value of Internet resources as a conduit for free expression and exchange of information.
- 1.5 SELCO intends to provide each Customer with full access to the Internet. While SELCO is firmly committed to the principles of free speech, certain activities are damaging to both SELCO resources and the Internet and cannot be permitted under the guise of free speech. SELCO's resources and the Internet's are limited, and abuse of these resources by one user negatively affects the entire community.
- 1.6 SELCO does not routinely monitor Customer's activity except for measurements of system utilization and the preparation of billing records. However, to promote good citizenship within the Internet community, SELCO will respond appropriately if SELCO becomes aware of inappropriate use of the Service.
- 1.7 If a Customer's Service is used to violate these Terms and Conditions of Use, SELCO reserves the right to remove offending materials or terminate Customer's service without notice. While SELCO prefers to advise a Customer of inappropriate behavior and any necessary corrective action, flagrant violations of these Terms and Conditions of Use will result in immediate suspension or termination of the Service. SELCO's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of SELCO's right to do so at any time.
- 1.8 In general, a Customer may NOT use the SELCO Service:
- To violate any law or regulation;
  - To violate the rules, regulations and policies of any network, server, web site, database or service provider when accessed through the SELCO Service;
  - To defame, defraud, deceive or offend others;

- To threaten, harass, abuse or intimidate others;
- To damage SELCO's name or reputation or those of SELCO's partners;
- To break or attempt to break security on any computer network, or to access any account which does not belong to the Customer; or
- To interfere with another Customer's use and enjoyment of the Internet.

1.9 SELCO reserves sole discretion to determine whether any use of the Service is a violation of this policy.

1.10 Customer hereby authorizes SELCO to cooperate with law enforcement agencies and other system administrators as necessary to enforce these Terms and Conditions of Use. As a member of the Internet community, each Customer agrees to use their Internet access responsibly. If there are any questions regarding this policy, including potential violations by other parties, please contact SELCO at 100 Maple Avenue, Shrewsbury, MA 01545 or Tel. 508-841-8500. You may also contact SELCO via email to [helpdesk@townisp.com](mailto:helpdesk@townisp.com). Please include a valid return e-mail address as well as the complete text of any message, including all headers, with which the Customer has concerns or questions.

## **2 SECURITY**

2.1 Each Customer is responsible for any misuse of Customer's Service, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, each Customer is responsible to take steps to ensure that others do not gain unauthorized access to their SELCO Service account, including malicious access and/or resulting damage from hackers via the Internet connections.

2.2 A Customer may not use the Service to breach security of another account, or attempt to gain unauthorized access to another network or server. Attempting to gain access to another customer's Service is prohibited.

2.3 No Customer may attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for Customer, logging into or making use of a server or account Customer is not expressly authorized to access, or probing the security of other networks.

2.4 Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

2.5 Attempting to interfere with service to any user, host, or network ("denial of service attacks") is also prohibited. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

2.6 Users who violate systems or network security may incur criminal or civil liability. SELCO will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

2.7 Internet customers using Wi-Fi or other wireless technology to provide Internet access within a house, apartment unit, or business are encouraged to secure their wireless networks through the use of encryption or password protected technology to prevent unauthorized users from gaining access to SELCO's broadband Internet services via the Internet customer's wireless network. Any wireless network installed by Customer that is unsecured or "open" and connected to the SELCO network may be deemed to be operating as an ISP and subject to suspension or termination of the Service at SELCO's discretion.

## **3 CUSTOMER CONTACT RESPONSIBILITY**

3.1 Each Customer must provide the following contact information to SELCO: contact name, phone number and postal and e-mail address. Customer must provide an e-mail address at which SELCO can contact them to deliver legal

notifications and Service announcements.

## **4 SERVERS AND HIGH BANDWIDTH UTILIZATION**

4.1 SELCO will install and support the connection of certain Customer Premises Equipment (“CPE”) to Customer's computer. This will typically include one cable modem or optical network terminal (“ONT”). If Customer chooses to operate a network behind the Service, they do so without technical support from SELCO. Each Customer who does so operate a network shall ensure that SELCO Services are used appropriately by Customers, and users, and consistently with the SELCO Customer Agreement under which Service is obtained. SELCO reserves the right to discontinue Customer's service if servers are found to interfere with other Customers' enjoyment of the Service.

4.2 SELCO operates on shared resources. Excessive use or abuse of these shared network resources by one Customer may negatively affect all other Customers. Misuse of network resources that impairs network performance is prohibited and may result in termination of Service.

4.3 No Customer may consume excessive resources, including network bandwidth, memory and disk space. Customers may not use resource-intensive programs that adversely affect other Customers or the performance of SELCO systems or networks. SELCO reserves the right to terminate or limit such activities.

4.4 SELCO reserves the right to suspend or discontinue service or to charge for bandwidth usage determined to be above the acceptable levels for SELCO customers. These levels are to be determined by SELCO and will not be implemented without prior Customer notification.

4.5 No Customer may provide network services (for example, operating an ftp or a web server) under this agreement. Customers interested in those services may switch to one of SELCO's Commercial Internet packages.

4.6 No Customer shall configure their PCs, network interface cards, or related software or systems so that it statically reserves their DHCP, Dynamic Host Configuration Protocol, IP address(es).

## **5 NETWORK PERFORMANCE**

5.1 While connected to the SELCO Service, Customer may not establish any additional connections to the Internet through the same computer.

## **6 ILLEGAL ACTIVITY**

6.1 Any activity that is a violation of any state or federal law is a violation of this policy and may result in immediate termination of service. Prohibited activities include, but are not limited to:

- Transmitting obscene materials,
- Intentionally spreading or threatening to spread computer viruses,
- Gaining or attempting to gain unauthorized access to any network, including SELCO's private network infrastructure,
- Accessing or attempting to access information not intended for the Customer.
- Transmitting pirated software,
- Conducting or participating in illegal gambling,
- Soliciting for pyramid and other illegal schemes, or
- Publishing, transmitting or using material or content without appropriate permissions from the copyright holder.
- Changing or attempting to change, reconfigure or otherwise alter the configuration or settings of the SELCO-provided CPE (including cable modem) for any purpose whatsoever including, but not limited to, changes in class of service (modem speed), resetting CPE data, IP changes, modifications to dynamic IP lease parameters, attempts to establish a static IP, and modification of cable modem or other CPE diagnostics.

## **7 REVISIONS TO POLICY**

- 7.1 SELCO reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes on SELCO's website at [SELCO.ShrewsburyMA.gov](http://SELCO.ShrewsburyMA.gov), under "Residential Policies," by email or by conventional mail, and will be effective immediately upon posting or sending. Subscribers should regularly visit SELCO's website and review this Policy to ensure that their activities conform to the most recent version.