

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“Policy”) applies to Knoxville Utilities Board (“KUB”) broadband television, internet, and telephone services (“Services”) and any equipment that is owned and provided by KUB (“KUB Equipment”) in connection with the Services provided to the customer of record as shown on the KUB bill (collectively “Customer”, “you” or “your”). This Policy is designed to require Customers to use the Services responsibly and to enable KUB to provide secure, reliable, and functional Services. If you use or otherwise accept any Services or KUB Equipment, you are agreeing to comply with this Policy and be bound by its terms. It is the Customer’s sole responsibility for ensuring that other users of the Services and KUB Equipment understand and comply with this Policy.

General Conduct

The Services and KUB Equipment may be used only for lawful purposes. Customer may not use the Services or KUB 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, or (d) that is illegal or contains a virus, worm, or other malware.

Customer may not use the Services and KUB Equipment in a way that violates applicable federal, state, or local laws or regulations regarding unsolicited, false, or fraudulent e-mail or electronic communications, including, without limitation, Tenn. Code Ann. § 47-18-2501, et seq., or in a way that could be reasonably expected to adversely impact the Services or deny or limit the full, intended use of the Services by others.

You are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of services to KUB.

User Responsibility for Content

KUB 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 or not such data and information is stored in, contained on, or transmitted over property, equipment or facilities of KUB. Customer is and shall remain solely responsible for such data and information.

Copyright Infringement

KUB is registered with the United States Copyright Office under the Digital Millennium Copyright Act of 1998 (“DMCA”); see 17 U.S.C. § 512. KUB 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. In accordance with the DMCA and other applicable laws, KUB maintains a policy that provides for the suspension, or termination in appropriate circumstances, of Customers who are repeat copyright infringers.

This information related to copyright infringement does not take the place of advice from your legal counsel. KUB is providing this information for informational purposes only.

Notification of Copyright Claim

A copyright owner may notify KUB of alleged infringements of their works as defined by U.S. copyright law and according to the DMCA. This notice must be submitted to KUB's DMCA Agent, as described below, and the notification must satisfy the requirements of the DMCA.

Contact

DMCA Agent Email: copyright@kub.org

Mail

Knoxville Utilities Board
Attention: Fiber Products
P. O. Box 59017
Knoxville, TN 37950-9017

Fax

If you have questions about the DMCA notification process, you may also contact KUB by phone at [865-524-2911].

DMCA complaints must be in writing and contain the following information according to 17 U.S.C. § 512:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit KUB to locate the material.
4. Information reasonably sufficient to permit KUB to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should be aware that complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

Counter-Notification in Response to Claim of Copyright Infringement

If a Customer receives a DMCA notification of an

alleged infringement and the Customer believes in good faith that the alleged infringement has been wrongly filed, then the Customer may submit a counter-notice to KUB. Please forward your counter-notice to KUB's DMCA Agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information according to 17 U.S.C. § 512:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant.

You should be aware that persons who make false counter-notices or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

Response to Use Violating Law or Policy

KUB does not monitor or regulate the content of any messages or material transmitted or displayed by Customers. From time to time, KUB may receive complaints or information that a Customer is using the Services in violation of federal, state, or local law or this Acceptable Use Policy. If KUB determines that a Customer has violated applicable law or this Policy, KUB may take such action as is authorized by law, including, without limitation, a written warning, temporary suspension of Service, requiring Customer to provide written assurance of refraining from any further violations, termination of Service, or legal action seeking injunctive relief or damages. KUB 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 KUB's actions authorized by law or this Policy.

Modification of Acceptable Use Policy

KUB reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted to the KUB.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 KUB to enforce this Policy shall not be construed as a waiver of any 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

KUB may deliver notice to a Customer by any means KUB deems appropriate, including, without limitation, delivery to your email account associated with your broadband account, or mailing the notice to your address associated with your broadband account. Notices provided by email or other electronic means will be effective upon transmittal by KUB and notices by mail will be effective upon delivery.