



## Acceptable Use Policy

Muscatine Power and Water  
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## Acceptable Use Policy

All MachLink® Internet service Users are responsible for adhering to this Acceptable Use Policy (AUP), as well as the AUP of MP&W's Internet backbone provider, netINS (<http://www.netins.net>).

As part of MachLink's Service Rules, this Acceptable Use Policy is subject to change from time to time to ensure safe, reliable, and efficient service and compliance with city, state, and federal statutes and applicable administrative laws. A current copy of the MachLink® Service Rules is published and maintained online as part of MachLink's Customer Service Handbook: <http://www.mpw.org/pdf/machlink-CustomerServiceHandbook.pdf>. All who subscribe to MachLink® service (including those with @muscanet.com accounts) are bound by the current service rules, including the Utility's Acceptable Use Policy.

### Disclaimer

USER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS MUSCATINE POWER AND WATER, ITS AFFILIATES, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, OR LAWSUITS RESULTING FROM THE ILLEGAL USE OF MACHLINK® SERVICE, OR USE OF MACHLINK® SERVICE TO INFRINGE ON ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR USE OF MACHLINK® TO TRANSMIT ANYTHING OBSCENE OR LIBELOUS.

### Grounds for Termination of Service

In accordance with MP&W's Service Rules, MP&W may suspend or terminate MachLink® service to the Account Holder without notice upon any use of the Account Holder's MachLink® service account which, in the sole judgment of MP&W, may be harmful to MP&W, its Users, or any other Users of the Internet; violates any applicable law; and/or fails to abide by MP&W's Service Rules, MachLink's Acceptable Use Policy, and/or the MP&W Communications Service Agreement Terms & Conditions.

## USER RESPONSIBILITIES

### Password Protection

MachLink® Internet accounts are password protected. It is each User's responsibility to safeguard his or her own account password(s). MP&W will suspend access or change access to the Account Holder's account(s) within a reasonable time upon written request from the Account Holder.

### Service Content

MP&W does not review, censor, or monitor and is not in any manner responsible for any programs or content sent or accessed over the Internet or made available by any individual, User, information provider, online service, or content provider. Such content or programs may include but are not limited to programs or content of an infringing, inaccurate, abusive, offensive, or profane nature. The User is fully responsible for and accepts all risks associated with accessing content from other parties via MachLink®.

### External Fees and Charges

Users who use MachLink® to purchase products and fee-based services over the Internet are responsible for all associated fees and charges.

### Data/Systems Security and Privacy

MP&W is not liable for the protection or privacy of electronic mail and information transferred to and from MachLink® Users, including but not limited to personal and financial information. MP&W does not warrant that data sent or received by MachLink® Users won't be subject to unauthorized access by others, and does not warrant that MachLink® Users' computers and computer networks will not be subject to unauthorized access by others through the Internet. Furthermore, MP&W does not warrant that MachLink® Users' computer(s) and computer networks won't be subject to viruses and files with other damaging or destructive attributes through the Internet. MP&W has no responsibility and assumes no liability for such acts or occurrences.

While MP&W will not monitor or intentionally disclose any electronic mail message unless required by law, you may grant us access to your email account, including access to the content of the messages sent or received, for technical support or other purposes. Requests for assistance are treated as implied consent to inspect email. Inspection is limited to that necessary to render the requested assistance.

MP&W has no obligation to monitor the Service. However, the User agrees that MP&W and its partners reserve the right to monitor the Service from time to time as needed in order to operate the Service and/or protect the network and its Users. MP&W has the right to disclose information as necessary to comply with any law, regulation, or other valid and sufficient governmental request; to operate the Service properly; to protect itself or its subscribers; and in certain emergency situations.

### Software

The software provided to access MachLink® Internet service and any enhancements, modifications, or revisions thereto (Software) are all copyrighted works and are exclusively licensed to MP&W. You are granted a non-exclusive, limited license to use the Software only in conjunction with accessing the Service from authorized locations. You do not own the Software or the rights therein.

## PROHIBITED ACTIONS

### MachLink® Users Agree Not to Use MachLink® Service...

- For any illegal purpose.
- To operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with MachLink®.
- To redistribute service for a fee or for free using wired or wireless technology.
- To achieve or attempt to achieve or to engage in activities or to possess tools designed to assist in achieving or helping others achieve unauthorized access to any data, computer, computer system or network.
- To monitor or attempt to monitor or to possess tools designed to help monitor data or traffic on any system, network, or computer without the express written permission of the owner.
- To achieve unauthorized access to or possession of, or to transmit or distribute any music, movies, software, data, or material protected by copyright, patent, trademark, or trade secret law.
- To copy, distribute, or sublicense any software provided by MP&W.
- To interfere with the ability of other MachLink® Users to access to the Internet
- To interfere with computer networking or telecommunications services to any User, host, or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges, and attempts to crash a host.
- To harass or threaten others.
- To send unsolicited email ("spamming"), including posting unsolicited messages to a large number of newsgroups either by cross-posting or by posting to individual groups.
- To send a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox.
- To send email in violation of the "spam laws" of the State of Iowa ([Iowa Code §714E.1](#)) or the United States Government. Prohibited acts include:
  - Using the name of a third party in the return address field without the permission of the third party.
  - Misrepresenting any information in identifying the point of origin of the transmission path of the electronic mail.
  - Sending email that does not contain information identifying the point of origin of the transmission path of the electronic mail.
  - Sending email that does not, at a minimum, provide a readily identifiable email address to which the recipient may send a request for declining such email.

- Demonstrating a pattern of sending unsolicited advertisements to a recipient who has sent the person a request for declining such electronic mail following a reasonable time, which in no event shall be more than five business days after the receipt by the person of such request.
- To post or transmit any obscene, hateful, or threatening material.
- To upload, send, or post any files, text, or data that contain viruses, worms, "Trojan horses" or any other contaminating or destructive properties.
- To falsify User information provided to MP&W or to other Users of the Service in connection with the use of MachLink.

#### **MachLink® PERSONAL WEB SPACE (PWS) USE**

- MachLink® PWS may not be resold or reassigned or transferred for a fee or for free, and may not be used for commercial or for-profit purposes, including pay-when-you-view web pages.
- MachLink® PWS Users may have streaming video/audio; however, streaming must be done on the client side of the connection.
- MachLink® PWS Users may post CGI programming provided the scripts receive prior approval from MachLink's network administrator. For approval, contact the MachLink® Helpdesk ([helpdesk@machlink.com](mailto:helpdesk@machlink.com) or (563) 262-3422).

#### **OTHER USE RESTRICTIONS**

Residential service is strictly for residential use. Using residential MachLink® service for business or commercial use is strictly prohibited.

MP&W reserves the right to limit bandwidth available for certain types of Internet traffic if it is found to require excess resources or impair the operation of our system.

Users may not run background processes after they have logged out.

Users may not compile and run foreign binaries without the express written consent of MP&W.

Users may not use dial-up service as a dedicated modem connection through the use of redialers and idle-time traffic generators.