



Hometown Cable Wireless Division
305 E Main Street
Coldwater, Ohio 45828
419-678-4090

HOMETOWN CABLE

Acceptable Use Policy

Hometown Cable Wireless Division has created this Acceptable Use Policy ("policy") so you will understand when and under what circumstances we may suspend or terminate your use of your wireless service ("service") and access to Hometown Cable wireless service related Internet sites, which sites contain information and data available via your computer (Hometown Cable service). By using our service or accessing the Hometown Cable site, you consent to the acceptable use practices described in this Policy, as modified from time-to-time by us.

Content Prohibitions

Our goal is for all of our subscribers to have an enjoyable experience every time they access the Hometown Cable service. Therefore, you may only use our service for lawful purposes and in a manner that does not interfere with other subscribers or our systems. To assure this, we reserve the right, but are not obligated, to suspend or terminate your access to the Hometown Cable service at any time, if we determine in our sole discretion that your conduct or behavior on the Hometown Cable service involves or causes:

Content Harmful or Offensive to Third-Parties: Do not upload, download, post, distribute, publish, or otherwise transmit ("disclose") any message, data, information, image, text, or other material ("content") that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise harmful or offensive to third parties;

Unlawful Content: Do not disclose any content that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national, or international law;

Infringing Content: Do not disclose any content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. Infringement may result from the unauthorized copying and posting or distributing ringtones, graphics, pictures, photographs, logos, software, articles, music, or videos. By posting any content, you represent and warrant that you have the lawful right to distribute and reproduce such content;

Impersonation: Do not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

Interference: Do not do anything to interfere with other users of Hometown Cable service;

Deceptive Content or Spam: When using e-mail, text messaging services, or multimedia messaging services, do not disclose any deceptive content—such as letters relating to pyramid schemes, or communications offering or disseminating fraudulent goods, services, schemes, or promotions—or any form of unsolicited commercial e-mail or "spam" (electronic messages sent to multiple e-mail addresses or wireless devices where the recipient has not consented to receive such messages, except messages whose primary purpose is to facilitate, complete, confirm, provide, or request information about a commercial transaction, an existing employment relationship, or an existing commercial relationship that the recipient has previously agreed to enter into with the sender).

Unapproved Promotions or Advertising of Goods or Services: Without our prior written permission, do not disclose any unsolicited promotions of goods or services, commercial solicitation or any advertising, promotional materials, or any other solicitation of other users for goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose;

Off-Topic Content: Do not disclose any content that is off-topic according to the description of a group or list or send unsolicited mass e-mailings if such content could reasonably be expected to provoke complaints from its recipients;

Content Harmful to Other Systems: Do not disclose harmful content, including without limitation, viruses, Trojan horses, worms, time bombs, zombies, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, program, data, or personal information.

Network Usage

Violations of system or network security are prohibited, and may result in criminal and civil liability. Hometown Cable may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

Modifications to Transmissions: Installation of any amplifiers, enhancers, repeaters, or other devices that modify, disrupt, or interfere in any way with the radio frequency licensed to us to provide service.

Hacking: Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Interception: Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Intentional Interference: Interference with service to any user, host, or network including, without limitation, mail bombing, news bombing, other flooding techniques, deliberate attempts to overload a system, or broadcast attacks.

Falsification of Origin: Forging any TCP-IP packet header, e-mail header, or any part of a message header. This prohibition does not include the use of aliases or anonymous remailers.

Avoiding System Restrictions: Using manual or electronic means to avoid any use limitations placed on the Services.

Our Responsibility

We take no responsibility and assume no liability for any content uploaded, transmitted, or downloaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As the provider of the Hometown Cable service, we are only a forum and are not liable for any statements, representations, or content provided by our users in any public forum. It is not our intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, we reserve the right to take such action as we deem appropriate in cases where Hometown Cable service is used to disseminate statements which are offensive or harmful.

Enforcement of this Policy

We reserve the right, but do not assume the obligation, to strictly enforce this policy by, without limitation, issuing warnings, suspending, or terminating Service, refusing to transmit, removing, screening, or editing Content prior to delivery or actively investigating violations and prosecuting them in any court or appropriate venue. We may block access to certain sites if, in our sole discretion, we are experiencing excessive billing, collection, fraud problems or other misuse of our network.

We may access, use, and disclose transaction information about your use of our service, and any content transmitted by you via the Hometown Cable service, to the extent permitted by law, in order to comply with the law (e.g., a lawful subpoena); to enforce or apply our subscriber agreements; to initiate, render, bill, and collect for our services; to protect our rights or property, or to protect users of our services from fraudulent, abusive, or unlawful use of, or subscription to, our service.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS POLICY OR ANY RELATED POLICY, GUIDELINE OR AGREEMENT, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THIS POLICY BY YOU.

Your Responsibility

You are solely liable for any transmissions you initiate through our service or any content you disclose. Unless you are participating in an area that requires or allows anonymity, you will always use your real name in online communications. You agree to indemnify and hold us harmless from any claim, action, demand, loss, or damage (including attorneys' fees) made or incurred by any third party arising out of or relating to your violation of this Policy.

Updating this Policy

We will revise and update this Policy if our practices change, as technology changes, or as we add new services or change existing ones. If we make any material changes to this Policy, we will post an "update" notice to the Hometown Cable website and change the date of the policy. You should refer back to this page for the latest information.

Contacting Us

If you have any questions, comments, or concerns about this policy, please contact us in writing at:

Hometown Cable Wireless Division
PO Box 106
305 E Main Street
Coldwater, OH 45828

or by email at:
support@hometowncable.net