



**Buzz Broadband Internet and Phone Service ACCEPTABLE USE POLICY:**

This policy applies to Phone, Internet and related services (“Services”) delivered by Buzz Broadband (“Buzz Broadband”), a subsidiary of Covington Electric Cooperative.

The services that you receive from Buzz Broadband are subject to the terms of our Acceptable Use Policy and any Addendums. As a subscriber to Buzz Broadband services you agree to comply with all terms contained in this agreement. These agreements are available online under “Legal Notices” at [www.buzzbroadband.com](http://www.buzzbroadband.com).

I. **SPECIFIC PROVISIONS REGARDING INTERNET SERVICES:**

***Unauthorized Use of Buzz Broadband Equipment or Services:***

Unauthorized use of Buzz Broadband Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. Buzz Broadband will press charges against all violators. You will be liable for all unauthorized use of the Services and for any and all stolen Services. You agree to notify Buzz Broadband immediately in writing or by calling our customer service line during normal business hours if you become aware at any time that the Buzz Broadband Equipment has been stolen or that your Services are being stolen or used without your authorization. If you fail to notify Buzz Broadband in a timely manner, your Services may be terminated without notice, with additional charges to you.

***Prohibition from Unlawful Use:***

You may use the Services for lawful purposes only. You may not submit or transmit through the Buzz Broadband Network or via any Buzz Broadband Service any material, or otherwise engage in any conduct that:

1. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
2. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts;
3. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
4. impersonates any person, business or entity, including and its employees and agents;
5. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
6. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
7. violates these Terms of Service, the Acceptable Use Policy guidelines or any policy posted on the Buzz Broadband Network, or
8. interferes with the use of the Buzz Broadband Network or any Buzz Broadband Service by others.

You may not use the Buzz Broadband Network or any Buzz Broadband Service in any manner that could damage, disable, overburden, or impair our servers or networks, or interfere with any other party's use and enjoyment of the Buzz Broadband Network or Buzz Broadband Service. You may not attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means. We may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms of Service.

If Buzz Broadband believes that you have used the Buzz Broadband Network or any Buzz Broadband Service in any of the aforementioned ways, Buzz Broadband may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, Buzz Broadband will provide information in response to law enforcement requests, subpoenas, or court orders, to protect our rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others. Buzz Broadband reserves all of our rights at law and equity to proceed against anyone who uses the Buzz Broadband Network or any Buzz Broadband Services illegally or improperly.

### ***System and Network Security:***

Users are prohibited from violating or attempting to violate the security of BUZZ BROADBAND's Network, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any E-mail or newsgroup posting, or (e) taking any action in order to

obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. BUZZ BROADBAND may investigate occurrences that may involve such violations, and BUZZ BROADBAND may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

***Content:***

You may only post text, messages, information, software, images, audio and video (“Content”) to public areas on the Services that you created or that you have permission to post. You may not post Content that violates these Terms of Service. We do not claim ownership of any Content that you may post. However, by submitting Content to public areas of the Services, you grant us, our parent, affiliates, and distributors the right to use, copy, display, perform, distribute, adapt and promote this Content in any medium.

We are not liable for Content that is provided by others. We have no duty to pre-screen Content. We reserve the right to remove Content for any reason, but we are not responsible for any failure or delay in removing such material. We are not responsible for content made available on the Internet or any dealings that you have with advertisers found on the Buzz Broadband Network are between you and the advertiser and you acknowledge and agree that we are not liable for any loss or claim you may have against an advertiser.

It is your responsibility to impose any restrictions on viewing of any video programming available over the Buzz Broadband Network or through any Buzz Broadband Service by you, other members of your household, or guests, and we shall have no liability to anyone due to or based on the content of any of the Buzz Broadband Services furnished to you.

***Content You May Use:***

Buzz Broadband, our suppliers, and our other users who lawfully post Content on the Buzz Broadband Network own the property rights to that Content. The Content is protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information. You may only use such Content for personal, non-commercial purposes. You may use Content offered for downloading, such as photos and music, for personal use only and subject to the rules that accompany that particular Content. You may not use the Content in a manner that exceeds the rights granted for your use of the Content, which includes unauthorized copying or distribution of the Content or creating an unauthorized derivative work. You may not circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Content.

II. **COPYRIGHT and OFFENSIVE CONTENT:**

***Forum Post and BLOGS:***

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing

use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

***Notice and Procedure for Making Claims of Copyright Infringement:***

Under the Digital Millennium Copyright Act ("DMCA"), enacted in 1998, copyright holders are provided recourse against violations of their rights by online services or violations on the Internet. If you believe that any material on the BUZZ BROADBAND website has infringed your copyrighted material or that BUZZ BROADBAND is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement.

This information does not take the place of advice from your legal counsel. BUZZ BROADBAND is providing this information to you for informational purposes only.

***Rejection and Removal:***

BUZZ BROADBAND reserves the right to reject or remove any material residing on or transmitted to or through the Services that BUZZ BROADBAND, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. BUZZ BROADBAND may immediately remove content if BUZZ BROADBAND believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. Upon BUZZ BROADBAND's request, Users shall terminate service to any third-party user or Agent who, in BUZZ BROADBAND's sole discretion, has violated the AUP or applicable State or Federal law or regulations.

***Notification of Claimed Copyright Infringement:***

If you believe that a Web page hosted by BUZZ BROADBAND is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the BUZZ BROADBAND designated agent as described below:

**Contact**

DMCA Agent – Director of Telecom Services  
E-Mail [fraud@buzzbroadband.com](mailto:fraud@buzzbroadband.com)

**Mail**

Legal Services Department  
Attn: Copyright Claims  
18146 Galileo Drive  
Opp, AL 36467

**Fax**  
(334) 222-1546  
Attn: DMCA Agent - Copyright Claims

DMCA Complaints must be in writing and contain the following information

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 BUZZ BROADBAND to locate the material;
4. Information reasonably sufficient to permit BUZZ BROADBAND 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 notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to BUZZ BROADBAND's designated 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:

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 substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement

III. **SPECIFIC PROVISIONS REGARDING PHONE SERVICES:**

***Restrictions Applicable to Residential Customers***

If you purchased service under a residential plan, we reserve the right to immediately disconnect or modify your access to the Buzz Broadband Network or any Buzz Broadband Service if we determine, in our sole and absolute discretion, that your use of the Buzz Broadband Network or any Buzz Broadband Service is, or at any time was, inconsistent with normal residential usage patterns. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Service was inconsistent with normal residential use, as determined by Buzz Broadband in its sole discretion.

IV. **EMERGENCY 911 DIALING (From Buzz Broadband or third party VOIP providers):**

***Emergency 911 Access:***

**Correct Address**

Customer is responsible for confirming correct 911 address and for providing the necessary information to Buzz Broadband. Failing to comply may result in misrouted 911 dispatch calls and is considered a violation of the acceptable use policy.

In order for your 911/E911 calls to be properly directed to emergency services, Buzz Broadband must have your correct service address. If you move the Services to a different address without Buzz Broadband's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the wrong address, or the Services (including 911/E911) may fail altogether. Therefore, you must call Buzz Broadband customer service at (833) 399-2899 at least 10 days before you move the Services to a new address. All changes in service address require Buzz Broadband's prior approval. **YOU UNDERSTAND AND ACKNOWLEDGE THAT BUZZ BROADBAND WILL NEED SEVERAL BUSINESS DAYS TO UPDATE YOUR SERVICE ADDRESS IN THE E911 SYSTEM SO THAT YOUR 911/E911 CALLS CAN BE PROPERLY DIRECTED.**

***No Tampering with or Relocation of Equipment***

You will not service, alter, modify, or tamper with Buzz Broadband Equipment or with the Services, or permit any other person not expressly authorized by Buzz Broadband to do so. You agree that the equipment and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function, or may function improperly. If you move the equipment or Services to another location without notifying Buzz Broadband, you do so in violation of this Agreement and at YOUR OWN RISK.

V. **ROBOCALL MITIGATION PROHIBITIVE ACTIVITIES TERMS and CONDITIONS (From Buzz Broadband or third party VOIP providers):**

BUZZ BROADBAND's Robocall Mitigation Plan requires BUZZ BROADBAND to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of BUZZ BROADBAND services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

1. continuous or extensive chat line or conference call participation,
2. use of free conference calling or similar services that BUZZ BROADBAND in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
3. use of an open telephone line as a monitoring, intercom or similar service;
4. repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
5. long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
6. use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
7. restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
8. engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by BUZZ BROADBAND, or otherwise involving the Services or any BUZZ BROADBAND account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
9. utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

VI. **HOME WIRING:**

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide service. Home wiring is the cable (fiber optics, data and other cables) which runs from your equipment to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, connections and fittings or wall plates attached to the wire but does not include devices such as network terminals, network termination devices, residential gateways and Wifi routers, and other devices.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of telecommunications service. However, even prior to termination of service, we allow our customers to remove, replace, rearrange, repair or maintain any wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your home wiring in a way that impairs the integrity of the system, such as by creating interference, or which may cause a violation of government regulations.

Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

You also have the option of removing, repairing, rearranging or maintaining the home wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high-quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations.

In the event of improper installation by anyone other than Buzz Broadband or in the event the use of improper materials causes signal degradation, you may be held responsible for the cost of rectifying the problem. Also, Buzz Broadband may be required under federal law to terminate your Service until the problem can be remedied.

#### VII. **SUSPENSION or TERMINATION:**

Any User which BUZZ BROADBAND determines, in its sole discretion, to have violated any element of this AUP shall receive a written warning, and may be subject at BUZZ BROADBAND's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that BUZZ BROADBAND may immediately suspend or terminate such User's service without issuing such a warning if BUZZ BROADBAND, in its sole discretion, deems such action necessary. If BUZZ BROADBAND determines that a User has committed a second violation of any element of this AUP, such User shall be subject to immediate suspension or termination of service without further notice. Furthermore, BUZZ BROADBAND may take such additional action as BUZZ BROADBAND determines to be appropriate under the circumstances to eliminate or preclude such violation. BUZZ BROADBAND shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from BUZZ BROADBAND's exercise of its rights under this Policy.

#### VIII. **NO WAIVER/SEVERABILITY**

Any failure of BUZZ BROADBAND 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.



**BUZZ BROADBAND 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 and any use of the Services after the posting of any changes will be considered acceptance of those changes.**

This BUZZ BROADBAND Acceptable Use Policy was last updated on 09/07/2021.