

Acceptable Use Policy

By using our website and/or services you agree to comply with all of the terms and conditions stated below.

New Lisbon Broadband and Communications (hereafter referred to as NLBC) does support the free flow of information and ideas over the Internet. NLBC does not monitor nor does it exercise editorial control over the content of any website, electronic mail transmissions, mailing list, news groups, or ANY other material created or ANY material accessible over its services provided. However, NLBC reserves the right to remove any materials that in NLBC's sole discretion, are potentially illegal, may subject NLBC to liability, or violate this Acceptable Use Policy. NLBC also reserves the right to limit certain protocols to tolerable bandwidth limits. Your violating this policy may result in suspension or cancellation of all services rendered from NLBC.

NLBC reserves the right to change any and/or all terms and conditions without any prior notice.

The following are violations of our terms of service:

1. Using NLBC services for illegal activities or purposes. In accordance to our terms of use agreement reserves the right to assist in and with legal authorities in the investigations of suspected crimes committed while using NLBC services. These investigations may/may not be in dealing with the injured third parties. Activities that are illegal and prohibited include, but are not limited to:
 - Unauthorized copying of copyrighted material including but not limited to: digitalization and distribution of photographs from magazines, books, or any other copyrighted material or sources including music, videos, and software.
 - Posting or emailing of scams or "get rich quick" schemes, pyramid type or chain letters, subscribing others to a mailing list without their prior consent or knowledge or approval.
 - Threatening of bodily harm or the threat of property damage to groups or individuals.
 - Making or taking part in fraudulent offers or products, items or services originating from your account.
 - Attempting to access accounts of anyone other than your own, attempting to penetrate ("hacking") security measures of NLBC, whether or not the intrusion results in data corruption or loss.
 - The unauthorized use of a persons name or likeness
2. Harassing others by "mail-bombs". Mail bombing is here defined as the sending of more than 10 like messages to the same address or by the sending of more than 10 MB of data to a newsgroup.
 - The sending of unsolicited email messages where the recipient objects to the content of the material sent.
 - No spamming is allowed. Anyone sending mass mailed messages to more than 30 recipients will be considered spammers and will lose all rights to the services offered here and be subjected to a fine.

- Spamming is defined as sending unwanted, unsolicited email to those who have not requested or invited the message
 - In cases of willful violations of this provision, the offender agrees to pay NLBC \$200.00 for every day the violations occur over and above any fines and damages incurred to NLBC. The Offender(s) also agree to pay any and all legal costs or fees involved with the apprehension and investigations of such activities.
 - No repetitive, persistent or consistent "pinging" on any scheduled or fixed rate of time. If this service is required or needed - inquire at contact@nlbc.net
3. The services sold & provided by NLBC are designed and sold as "personal" and/or "inner" Company internet connections.
- You may NOT use residential services for ANY commercial purposes.
 - You may NOT run a server of ANY kind without a written agreement from NLBC. Examples include but are not limited to: mail, ftp, http, irc, dhcp and interactive multi-user forums
 - NO RESELLING or SHARING of internet connectivity. Anyone that is caught reselling or sharing their connection will be formally charged on all accounts and prosecuted to the fullest extent provided by law.
4. BANDWIDTH USAGE:
- "Always On" or Unlimited Access" means the ability to achieve service to the web in an unlimited and always available connection. **In no way or implication does NLBC guarantee or offer to deliver for the residential or Basic business connections an unlimited amount of data transfer for a basic monthly price.** Bandwidth is metered as are gasoline, electricity, or water - and therefore should be conserved as such.
 - All basic residential and basic business users must ensure that their activities do not restrict, inhibit, or degrade any other client of NLBC, nor burden the network of NLBC. This is a call at our sole discretion.
5. Engaging in illegal activities and not following the restrictions above can result in the immediate termination of all services of NLBC. Failure of NLBC to enforce the bandwidth policy, shall not be construed to be a waiver of its rights to enforce the policy at any time.
6. PAYMENTS - All accounts are due 20th of each month. All accounts not paid in full on the 21st are considered "overdue" and service may be suspended. There will be a \$20.00 reconnect fee if your service is suspended due to non-payment or late payment.
- All checks returned due to "insufficient" funds will be charged \$25.00 and services suspended if not taken care of by the 10th of the month. These checks will be turned over to the District Attorneys office for collection in the respective Parish. All costs related to the collection of "insufficient funds" check will be charged back to the check writer.
7. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable laws as nearly as possible, and the remaining portions will be in full force and effect.