

Circle Bay Yacht Club Condominium Association, Inc
Cable TV System
Internet Terms of Service Policy
Revision 5.1 - January 2017

Circle Bay Yacht Club Condominium Association, Inc. (CBYC) has adopted the following responsibilities for High Speed internet service.

If a resident of Circle Bay elects to receive internet connectivity from the Circle Bay CATV system and has completed the required paper work the following responsibilities apply.

Definitions:

Internet connection point (ICP): is the location in the residents unit where the Cat 6 cable first enters the unit-Unit Resident: This can be a unit owner or a valid renter of a unit.

1. CBYC is responsible for providing the resident connectivity to the internet at the dedicated RJ45 Network Jack in each unit. This will be called the internet connection point.
2. On request CBYC will demonstrate to the unit owner that the connection to the internet is operational at the internet connection point. This demonstration may be done using a computer provided by CBYC.
3. CBYC does not guarantee that your machine is protected from viruses and spam and recommends all computers connected to the CBYC internet have up-to-date anti-virus, spyware and firewall systems installed.
4. The Unit Resident is responsible for all equipment including computers, WI-Fi equipment, routers and software used by the unit resident in the unit. The unit resident is responsible for all costs for maintenance of the equipment and software.
5. CBYC makes no guarantee as to the availability of the internet connection. CBYC will endeavor to keep the system up and operational at all times. Be aware there will be outages from time to time that are beyond our control.
6. If a unit resident has a critical requirement that requires a guaranteed connection then they should make arrangements with another provider. CBYC will not be responsible for any losses should the service not be available.
7. CBYC does not guarantee the speed of the connection. The system has been engineered for WEB browsing, e-mail and intermittent file transfers. Video downloads and video streaming may require more capacity than available on the CBYC system. If a unit resident requires guaranteed capacity for video downloads or video streaming they should make arrangements with another provider. CBYC will not be responsible for unacceptable video download or video streaming.
11. Any additional services provided by CBYC are done at the discretion of the CBYC volunteer and are not guaranteed by CBYC.
12. The unit resident agrees to abide by the CBYC Internet Acceptable Use Policy (CBYC IAUP).

Circle Bay Yacht Club Condominium Association, Inc.
Internet Acceptable Use Policy
Revision 3.0 – June 2012

This is Circle Bay Yacht Club Condominium Association Internet Acceptable Usage Policy, which supplements the Internet terms of Service Policy of each user of the CBYC Condominium Association internet services (each, a "Subscriber").

Every Subscriber is subject to this Usage Policy, and by virtue of using CBYC Condominium Association's services, network, and/or systems (collectively the "Services") agrees to be bound by this Usage Policy. CBYC Condominium Association may revise this Usage Policy from time to time.

A Subscriber's use of the Services after revisions to the Usage Policy are posted on the CBYC Condominium Association website at circlebay.net, will constitute such person's acceptance of any changes or additions to the Usage Policy.

The Service is designed for personal and family use (residential use only) within a single household.

Subscribers violate this Usage Policy when they engage in the following prohibited activities:

No Copyright or Trademark Infringement The Subscriber will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. CBYC Condominium Association, Inc. assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Spamming Spamming, whether or not it overloads the Services or disrupts service to CBYC Condominium Association Subscribers, is prohibited. The term "spamming" includes, but is not limited to, the sending of unsolicited bulk and/or commercial message over the Internet. CBYC Condominium Association reserves the right to determine, in its sole and absolute discretion, whether e-mail constitutes unsolicited messages or materials. **Misrepresentation of Transmission Information** Forging, misrepresenting, omitting, or deleting message headers, return mailing information and/or Internet protocol addresses to conceal or misidentify the origin of a message is prohibited.

Viruses and Other Destructive Activities Use of the Services for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Subscriber to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use the Services (or any connected network, system, service or equipment).

Hacking "Hacking" and related activities is prohibited. "Hacking" includes, but is not limited to, the following activities: illegally or without authorization, accessing computers, accounts or networks, penetrating or attempting to penetrate security measures, port scans, stealth scans, and other activities designed to assist in hacking.

Export Control Violations The exportation of encryption software outside of the United States and/or violations of United States law relating to the exportation of software is prohibited.

Child Pornography The use of the Services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. CBYC Condominium Association is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, the Services.

Other Illegal Activities The use of the Services to engage in any activities that are determined by CBYC Condominium Association, in its sole and absolute discretion, to be illegal is prohibited. Such illegal activities include, but are not limited to, storing, posting, displaying, transmitting or otherwise making available pyramid schemes, fraudulently charging credit cards or displaying credit card information of third parties without their consent, and failure to comply with applicable on-line privacy laws. CBYC Condominium Association will cooperate fully with appropriate law enforcement agencies in connection with any and all illegal activities occurring on or through the Services.

Obscene, Defamatory, Abusive or Threatening Language Use of the Services to store, post, transmit, display or otherwise make available obscene, defamatory, harassing, abusive or threatening language is prohibited.

Other Activities Engaging in any activity that, in CBYC Condominium Association sole and absolute discretion, disrupts, interferes with or is harmful to (or threatens to disrupt, interfere with, or be harmful to) the Services, CBYC Condominium Association business, operations, reputation, goodwill, homeowners and/or homeowner relations, or the ability of CBYC Condominium Association homeowners to effectively use the Services is prohibited. Such prohibited activities include making available any program, product or service that is designed to or could be used to violate this Usage Policy.

When CBYC Condominium Association becomes aware of any violation of this Usage Policy or its User Agreement, CBYC Condominium Association may take any action to stop or correct such violation, including, but not limited to, denying access to the Services or to the Internet, and/or removing information. CBYC Condominium Association may disclose any information in its possession, including, without limitation, information about Subscribers, internet transmissions and website activity in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation or governmental request, to protect CBYC Condominium Association or others from harm, and/or to ensure the proper operation of the Services.