

The Town of Islesboro, the Islesboro Municipal Broadband (IMB) Acceptable Use Policy

Being a good subscriber and neighbor to other IMB Subscribers is vitally important to assuring that every Subscriber is able to use the IMB Broadband Internet Services to its full extent. This IMB Acceptable Use Policy informs you of the boundaries and expectations for proper use of the IMB Broadband Internet Services. This policy is designed to protect the IMB, its subcontractors, the Town of Islesboro and its Subscribers from misuse of the system. Please read this policy prior to your first use and if necessary make any other users at your subscriber location aware of these policies.

The Town of Islesboro, the Islesboro Municipal Broadband (IMB) and its contractors are responsible for securing all the IMB Broadband Network Services, electronics and equipment to a reasonable and economically feasible degree against unauthorized access and/or abuse, while making them accessible for authorized – and legitimate Subscriber use.

The Town of Islesboro, the Islesboro Municipal Broadband (IMB) and its contractors, in their sole and absolute discretion, may suspend or terminate a Subscriber's access to IMB's Broadband Internet Service following a Subscriber's attempt to violate the provisions of this policy, regardless of the success or failure of the attempt.

The Town of Islesboro and Islesboro Municipal Broadband (IMB) reserves the right to modify this policy from time to time as it determines, in its sole and absolute discretion, to be necessary.

Subscribers and anyone using the IMB Broadband Internet Service at the Subscriber's location are solely responsible for all actions taken while using the Service and all electronic communications they originate or emanates from your assigned IMB Equipment or is part of your Subscriber's Equipment connected to it.

All Subscriber's and users must respect and adhere to local, state, federal and international laws. Any attempt to break those laws through the use of the IMB Broadband Internet Service may result in prosecution against the offender by the proper authorities. If such an event should occur, IMB and its contractors will fully comply with the authorities to provide any and all information necessary for the prosecution process. This compliance may include real time logging of Subscriber activities.

The Subscriber will, therefore, indemnify, defend, and hold harmless IMB for any and all damages or losses, incurred through use of the Service. The Subscriber will be solely responsible for all indirect, special or punitive damages, resulting from the use of the IMB Broadband Internet Service.

Therefore any of the following is considered a violation of the terms of this agreement:

- Using the Services under false pretenses
- Reselling any Subscriber Services [to another party. The Subscriber can provide Services to users and Subscriber Equipment on the Subscriber's premise and other similarly owned adjacent properties. Wi-Fi access must be password protected.](#)
- Deletion, examination, copying, or modification of files and/or data belonging to other Subscriber's or systems without their prior consent
- Altering IMB Equipment or attempting to evade or change the IMB Equipment configuration or settings
- Using the Services to conduct or participate or post materials related to illegal activities or soliciting others to use or participate in such activities
- Using an IP address not assigned by IMB or its subcontractors
- Invading the privacy of any individual or stalking, harassing or otherwise violating the rights of others.

- Continued interference with other Subscribers through mass consumption of system resources, after receipt of a request to cease such activity
- Unauthorized and/or deliberate actions which damages or disrupts the IMB Broadband Internet Service or alters its normal performance, or causes it to malfunction
- Harm to Minors. You may not use the Services to harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful.
- Sending harassing, obscene and/or other threatening communications to others via email or other similar social media applications, or transmitting via any other communications service
- Sending unsolicited junk email or chain letters or similar
- Attempting to gain or gaining unauthorized access or interfere with the normal operation of other networks, services or computer systems
- Stealing and/or decrypting access authentication credentials or passwords.
- Unauthorized copying, posting of materials whether copyrighted or not, without the express written permission of the owner or the proper license
- Intentional attempts to “crash” IMB systems or programs
- Introducing malware, bombs, worms, Trojan horses, botnets, viruses or other disruptive / destructive software into other networks or using the IMB Broadband Internet Services to promulgate such malware onto other networks
- The Services are defined to provide for residential and small business use. Use for other commercial purposes is provided upon request.
- Any other use which is inconsistent with the terms of service associated with such as the IMB Subscriber Agreement.

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