

Equitable Internet Initiative Neighborhood Network Acceptable Use Policy

Current as of 1/19/2018

Conditions and Terms of Use for High-Speed Internet Service

The Goal of the Equitable Internet Initiative (EII) is to ensure that more Detroit residents have the ability to leverage digital technologies for social and economic development. It will increase Internet access; increase Internet adoption; and increase pathways for youth into the opportunities of Detroit's burgeoning Innovation District. EII has adopted this policy in the furtherance of that goal.

All EII participants and all others who use the service (the "resident", "user", "users", "you", or "your") must comply with this Policy. Your failure to comply with the terms outlined in this Policy may result in the suspension or cancellation of the Service Agreement. If you do not agree with the terms of this Policy, immediately stop the use of any and all EII services and notify your neighborhood Digital Steward or Community Coordinator so that they can close your account. Use of any EII services constitutes an agreement to abide by the Policy.

Unlawful activity

Generally, EII prohibits any activities that are illegal, fraudulent, infringes on the rights of any person or entity, or interferes with the use and enjoyment of the Service by others. This includes but is not limited to the examples listed below:

Use of the service to:

- transmit, receive, store, post, or otherwise disseminate any defamatory, obscene, libelous, unlawful, or threatening data, information, or material.
- in any way disseminate any material, data, or information that any reasonable person could deem as unlawful, or could constitute a criminal offense, or in any way violates any local, state, or federal law.
- infringe in any manner the copyright or proprietary rights of any rights holders, as per the provisions of the Digital Millennium Copyright Act (DMCA).
- download or in any way distribute any copyrighted material without the express permission of the copyright holder.
- engage in unsolicited bulk or commercial email messages ("spam").
- perform any activity that disrupts the servers, services, or network of EII or any other entity, commonly referred to as a Denial of Service (DoS or DDoS) attack.
- restrict, inhibit, or otherwise diminish with the ability of any person or entity, regardless of intent, purpose or knowledge, to use or enjoy the Service (with the exception of tools designed for safety, such as firewall or parental control software).
- falsify, alter, or remove message headers or packet headers or in any way alter normal network operations.

- impersonate any person or entity by name or other identifier in messages, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity, commonly referred to as "phishing."
- violate the terms of service, acceptable use, rules, regulations, or policies of any service, network, system, server, or application you access or use.
- access any entities computer, network, data, or software without the consent of the owner; bypass or attempt to breach any security measures of any computer, network, service, or account. This includes but is not limited to using another entity's credentials to which you are not authorized, accessing data not intended for you, and any unauthorized port scanning.
- obtain, distribute, or use any tools or devices designed or commonly used for compromising the security of computers, networks, or software. This includes but is not limited to password generators, decoders, packet sniffers, keystroke loggers, cracking tools, and Trojan Horse programs.
- perform any service, alterations, or modifications with the EII equipment or Service or permit any other person to do such who is not authorized by EII.
- redistribute or resell the service or otherwise make the service available to anyone outside the premises. This includes wired and wireless networking technologies.
- use the service as an Internet service provider, whether for or not for profit.

Responsibility for Equipment:

The Resident's premise equipment, hereafter referred to as CPE (sometimes referred to as a modem) is provided by EII for use by the resident for the purposes of accessing the Service. The CPE remains the property of the EII neighborhood network. EII will replace the CPE in the event that it is defective in the normal use of the Internet service. Improper use or handling of the CPE, or in the event that the CPE is lost or stolen additional charges for replacement including but not limited to equipment costs and labor costs will be the responsibility of the resident.

Access to the configuration interfaces, including web based and command-line configuration is prohibited except when performed by an EII agent or employee. Any other entity that accesses the configuration of the CPE may require that the CPE be reprovisioned by an EII technician at the resident's expense.