



**Acceptable Use Policy
October 2021**

The City of Dayton and DayNet are proud to serve you!

This Acceptable Use Policy (“Policy”) applies to the City of Dayton, Texas, and DayNet fiber-optic internet (together, “DayNet”), and associated services (“Services”) and any equipment that is owned and provided by DayNet (“DayNet Equipment”) in connection with the Services provided to the customer of record as shown on the DayNet Service Order (collectively “Customer”, “you” or “your”). This Policy is designed to require Customer to use the Services responsibly and to enable DayNet to provide secure, reliable, and functional Services. If you use or otherwise accept any Services or DayNet Equipment, you are agreeing to comply with this Policy and be bound by its terms. It is Customer’s sole responsibility for ensuring that other users of the Services and DayNet Equipment understand and comply with this Policy.

GENERAL CONDUCT

The Services and DayNet Equipment may be used for lawful purposes only. Customer may not use the Services or DayNet Equipment in order to create, transmit, or store any information, data or material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, (c) that will unlawfully violate the privacy, publicity, or other personal rights of others, or (d) that is illegal or contains a virus, worm, or other malware.

Customer may not use the Services and DayNet Equipment in a way that violates applicable federal, state, or local laws or regulations regarding unsolicited, false, or fraudulent e-mail or electronic communications, or in a way that could be reasonably expected to adversely impact the Services or deny or limit the full, intended use of the Services by others.

You are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of services to DayNet.

CUSTOMER RESPONSIBILITY FOR CONTENT

DayNet does not assume any responsibility, control, oversight, or other interest in the e-mail messages, websites, content or any other data (in any form) of its Customers, whether or not such data and information is stored in, contained on, or transmitted over property, equipment or facilities of DayNet. Customer is and shall remain solely responsible for such data and information.

SYSTEM AND NETWORK SECURITY

Customers are prohibited from breaching or attempting to breach the security of DayNet or others, including, without limitation, (a) accessing data not intended for such Customer or logging into a server or account which such Customer is not authorized to access, (b) attempting to probe, scan, or test the vulnerability of a system or network, (c) attempting to interfere with, disrupt, or disable service to any person, host, or network including, without limitation, a denial of service attack or overloading or flooding a service or network, (d) impersonating any person or entity or falsifying or forging any information or data, or (e) taking any action in order to obtain Services to which Customer is not entitled. Violations of system or network security may result in civil or criminal liability. DayNet may investigate occurrences that may involve such violations, and DayNet may involve and cooperate with law enforcement authorities in prosecuting Customers who are alleged to be involved in such violations.

INTERNET SERVICES

Commercial and wholesale Customers may choose either Small Midsize Business “SMB”, Small Midsize Business Professional “SMB Pro” or Enterprise internet services depending upon Customer needs, which an DayNet Sales Representative will assess.

SMB

- Designed for the SMB that does not require Internet to drive revenue or performance
- Standard Service Level Agreement (SLA)
- Network design is similar to residential with similar usage patterns
- Static IP address is included
- Maintenance and upgrades performed as needed (typically between the hours of 12:00 a.m. to 6:00 a.m. CST)
- Advanced notification of planned upgrades and maintenance is not required

SMB Pro

- Designed for the SMB that requires Internet to drive revenue or performance
- Customized Service Level Agreement (SLA) with Service Credits
- Network design is similar to residential with similar usage patterns
- Static IP address is included
- Maintenance and upgrades performed as needed (typically between the hours of 12:00 a.m. to 6:00 a.m. CST)
- Advanced notification of planned upgrades and maintenance is required

Enterprise

- Designed for the enterprise that requires 24/7 use with revenue and/or production impacts when down
- Customized Service Level Agreement (SLA) with Service Credits
- Customized design to ensure purchased speed is delivered
- Static IP address is included
- Maintenance and upgrades performed as needed (typically between the hours of 12:00 a.m. to 6:00 a.m. CST)
- Advanced notification of planned upgrades and maintenance is required

COPYRIGHT INFRINGEMENT

DayNet is registered with the United States Copyright Office under the Digital Millennium Copyright Act of 1998 (“DMCA”) see 17 U.S.C. § 512. DayNet respects the intellectual property rights of others. Customer may not use the Services in any manner that infringes upon the copyrights or other intellectual property rights of others. In accordance with the DMCA and other applicable laws, DayNet maintains a policy that provides for the suspension or termination in appropriate circumstances of Customers who are repeat copyright infringers.

This information related to copyright infringement does not take the place of advice from your legal counsel. DayNet is providing this information for informational purposes only.

NOTIFICATION OF COPYRIGHT CLAIM AND PROCEDURE

A copyright owner may notify DayNet of alleged infringements of their works as defined by U.S. copyright law and according to the DMCA. This notice must be submitted to DayNet’s DMCA Agent, as described below, and the notification must satisfy the requirements of the DMCA.

Contact:

Marshall Daniels DayNet DMCA Agent (936) 258-2642
contact@mydaynet.com

Mail:

DayNet Copyright Claims
Attn: Marshall Daniels
117 Cook St
Dayton, TX 77535

DMCA complaints must be in writing and contain the following information according to 17 U.S.C. § 512:

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 DayNet to locate the material;
4. Information reasonably sufficient to permit DayNet 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 might be liable for damages under the DMCA.

CLAIM OF COPYRIGHT INFRINGEMENT

If a Customer receives a DMCA notification of an alleged infringement and the Customer believes in good faith that the alleged infringement has been wrongly filed, then Customer may submit a counter-notice to DayNet. Please forward your counter-notice to DayNet's DMCA 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 according to 17 U.S.C. § 512:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that has been removed or access to which has been 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 persons who make false counter-notices or misrepresentations concerning copyright infringement might be liable for damages under the DMCA.

RESPONSE TO USE VIOLATING LAW OR POLICY

DayNet does not monitor or regulate the content of any messages or material transmitted or displayed by Customers. From time to time, DayNet may receive complaints or information that a Customer is using the Services in violation of federal, state, or local law or this Acceptable Use Policy. If DayNet determines that a Customer has violated applicable law or this Policy, DayNet may take such action as is authorized by law, including, without limitation, a written warning, temporary suspension of Service, require Customer to provide written assurance of refraining from any further violations, termination of Service, or legal action seeking injunctive relief or damages. DayNet shall not be liable for any damages of any nature, including, without limitation, consequential damages, alleged to have been suffered by Customer or any third party resulting in whole or in part from DayNet's actions authorized by law or this Policy.

MODIFICATION OF ACCEPTABLE USE POLICY

DayNet 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 to the www.mydaynet.com website and any use of the Services by Customer after the posting of any changes will be considered acceptance of such changes.

NO WAIVER/SEVERABILITY

Any failure of DayNet 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.

NOTICE TO CUSTOMERS

DayNet may deliver notice to a Customer by any means DayNet deems appropriate, including, without limitation, delivery to your email address associated with your DayNet account, or mailing the notice to your address associated with your DayNet account. Notices provided by email or other electronic means will be effective upon transmittal by DayNet and notices by mail will be effective upon delivery.

Effective Date: 10.19.2021
Last Updated: 10.19.2021