

**APPALACHIAN BIBLE COLLEGE  
CAMPUS NETWORK  
ACCEPTABLE USE POLICY**

IN ORDER TO PROVIDE HIGH QUALITY SYSTEM AND TO INSURE THE INTEGRITY OF THE APPALACHIAN BIBLE COLLEGE NETWORK REFERRED TO AS THE SERVICE, THE FOLLOWING ACCEPTABLE USE POLICY HAS BEEN ADOPTED.

BY USING THE ABC CAMPUS NETWORK YOU AGREE WITH THE TERMS OF THIS ACCEPTABLE USE POLICY. **APPALACHIAN BIBLE COLLEGE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE USER'S ACCOUNT WITHOUT NOTICE, AT APPALACHIAN BIBLE COLLEGE'S SOLE DISCRETION, IF USER OR OTHERS WHO USE USER'S ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY.** APPALACHIAN BIBLE COLLEGE ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION THAT VIOLATES THIS POLICY FOR ANY REASON WHATSOEVER AT APPALACHIAN BIBLE COLLEGE'S SOLE DISCRETION WITHOUT PRIOR NOTICE.

**1. USE**

Use of the Service should comply to the standards set in the Servant's Staff. **Appalachian Bible College reserves the right to monitor any and all network activity including, but not limited to; web surfing, file sharing, peer-to-peer sharing, gaming, and other network activities of anyone using the SERVICE.**

A) The SERVICE is designed for personal and educational use within the campus of Appalachian Bible College. User agrees that only the User and co-residents living on the campus will use the Service. Users may not resell or distribute the Service outside the campus. The Service is being provided solely for use by the User and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves Appalachian Bible College of any affirmative obligations it may have, and is in violation of this Policy,

B) The User agrees, not to sell or distribute, nor allow others to resell or redistribute access to the Service in any manner. Except as expressly provided in any contract for Service, the prohibition on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail FTP and Telnet access.

Appalachian Bible College reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of User's service.

**2. NO ILLEGAL OR FRAUDULENT USE**

User will not use nor allow others to use the Service to violate any applicable federal, state, local or international laws (Including, but not limited to, the Child Online Privacy Protection Act). User will not use, nor allow others to use the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud. including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

**3. NO COPYRIGHT OR TRADEMARK INFRINGEMENT**

User will not use nor allow others to use the Service to send or receive 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,

If Appalachian Bible College receives a notice from a copyright owner alleging any User has committed copyright infringement, Appalachian Bible College will notify the User of the alleged infringement. If Appalachian Bible College receives more than one notice alleging copyright infringement on User's part, User may be deemed a "repeat copyright infringer." Appalachian Bible College reserves the right to terminate the accounts of repeat copyright infringers.

**4. NO THREATS OR HARASSMENT**

User will not use, nor allow others to use the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

**5. NO HARM TO MINORS**

User will not use nor allow others to use the Service to harm or attempt to harm a minor, including, but not limited to using the Service to send pornographic obscene or profane materials.

**6. NO "SPAMMING"**

User will not use, nor allow others to use the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). Appalachian Bible College reserves the right, in Appalachian Bible College's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials.

## **7. NO "HACKING"**

User will not use, nor allow others to use the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. User will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

## **8. NO SYSTEM DISRUPTION**

User will not use, nor allow others to use the Service to disrupt Appalachian Bible College's network or computer equipment owned by other Users within the network. User also agrees that User will not use nor allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs.

## **9. NO IMPERSONATION OR FORGERY**

User will not, nor allow others to impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. User will not, nor allow others to forge any message header of any electronic transmission, originating or passing through the Service.

## **10. NO EXCESSIVE USE OF BANDWIDTH**

If Appalachian Bible College determines, in Appalachian Bible College's sole discretion, that User is using an excessive amount of bandwidth over the Appalachian Bible College's network infrastructure for Internet access or other functions using public network resources, we may limit or terminate User's Service at any time and without notice, or require the User to pay additional fees in accordance with then-current similar service.

## **11. NO "VIRUSES"**

User will not use, nor allow others to use the Service to transmit computer "viruses", "worms", "Trojan horses" or other harmful software programs. User will use standard practices to prevent the transmission of such viruses or other harmful software.

## **12. VIOLATIONS**

Any violations of this policy will be reported to the Director of Technology Services as well as to the appropriate staff as follows: Student violations will be reported to the V.P. of Student Services. Staff violations will be reported to the President. Violations from the President will be reported to the Chairman of the Board of Directors.

Unauthorized distribution of copyrighted material and unauthorized peer-to-peer sharing may be subject to civil and criminal liabilities. The legal penalties for violation of federal copyright laws are:

1. Infringer pays the actual dollar amount of damages and profits.
2. The law provides award damages up to \$150,000 for each work infringed.
3. Infringer pays for all attorney fees and court costs.
4. The Court can issue an injunction to stop the infringing acts and impound the illegal works.
5. Criminal penalties can include imprisonment and fines.

## **13. REVISIONS TO POLICY**

Appalachian Bible College reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to Appalachian Bible College website, by electronic mail or by conventional mail.

Updated 04/16/2015