

## **BLUEWAVE COMMUNICATIONS Unsolicited Bulk Email Policy**

### **1. BLUEWAVE COMMUNICATIONS Unsolicited Bulk Email Policy**

BLUEWAVE COMMUNICATIONS owns the computers, and other equipment that make up its Internet network (the "BLUEWAVE COMMUNICATIONS Network"). Further, BLUEWAVE COMMUNICATIONS is in agreements with Google, Inc. and as such neither authorize the use of the BLUEWAVE COMMUNICATIONS Network or access to Google Mail to transmit any unsolicited commercial email or unsolicited bulk email, whether or not commercial in nature, (hereinafter collectively referred to as "Spam") into, out of, or through the BLUEWAVE COMMUNICATIONS Network. Activities that have the effect of facilitating Spam are also prohibited. Violation of BLUEWAVE COMMUNICATIONS or Google Unsolicited Bulk Email Policy by any person(s) or business entity may result in civil and criminal penalties against the sender, including those provided by the [Computer Fraud and Abuse Act \(18 U.S.C. 1030 et seq.\)](#) Civil and criminal penalties may also apply to email transmitted to the BLUEWAVE COMMUNICATIONS Network in violation of the [CANSPAM Act 2003](#).

### **2. Email Restrictions**

- Internet email sent, or caused to be sent, to or through the BLUEWAVE COMMUNICATIONS Network or Google servers by adding, removing or modifying identifying network header information in an effort to deceive or mislead or attempt to impersonate any person by using forged headers or other identifying information, including invalid or non-existent domain names or other means of deceptive addressing will be deemed fraudulent and is prohibited.
- Email that is relayed from any third party's mail servers without the permission of that third party, or which employs similar techniques to hide or obscure the source of the email, is deemed unauthorized by the BLUEWAVE COMMUNICATIONS Network and Google servers.
- BLUEWAVE COMMUNICATIONS does not authorize anyone to send email or cause email to be sent to the BLUEWAVE COMMUNICATIONS Network that violates BLUEWAVE COMMUNICATIONS' Internet Service Agreement, BLUEWAVE COMMUNICATIONS INTERNET ACCEPTABLE USE POLICY or BLUEWAVE COMMUNICATIONS INTERNET COPYRIGHT INFRINGEMENT POLICY, or the [Google Spam and abuse policy](#) and will take any appropriate legal action described therein in addition to any action specifically resulting from violation of the Policy.
- The harvesting or collecting of email addresses for the purpose of sending Spam or selling the addresses to others is strictly prohibited.
- Transmission into, out of, or through the BLUEWAVE COMMUNICATIONS Network or Google servers of any Spam in which the sender has used deceptive, misleading, offtopic, or gibberish language, text, or characters in the subject line or the text of the email, is deemed unauthorized.
- BLUEWAVE COMMUNICATIONS allows:
  - Subscribers utilizing BLUEWAVE COMMUNICATIONS Internet access, sending email from a nonsccoast.net domain, will be limited to send single email messages to a maximum of 50 recipients in one mailing, not to exceed 200 recipients within a one hour period or 200 emails within a one hour period. All emails exceeding these limits will not be delivered and no notice will be given to the sender.
  - Anyone who sends more than the maximum number of emails will lose the ability to send ANY email messages for a minimum of 24hours.
- BLUEWAVE COMMUNICATIONS in conjunction with Google adheres to these [Google Sending limits](#) and these [Pop or IMAP Sending Limits](#).
- BLUEWAVE COMMUNICATIONS prohibits the use of or reference to any BLUEWAVE COMMUNICATIONS email address or BLUEWAVE COMMUNICATIONS Domain in a manner that does or might create the false impression that the email was sent to, out of, or through the BLUEWAVE COMMUNICATIONS Network or Google servers, including but not limited to any reference in the 'from' line to an BLUEWAVE COMMUNICATIONS email address.
- You can report spam for investigation by following [Google Spam and abuse policy](#).

### **3. Right to Damages**

- BLUEWAVE COMMUNICATIONS considers most instances of Spam or use of BLUEWAVE COMMUNICATIONS Internet service for other than the intended purpose to be a theft of services and reserve the right to prosecute originators of same in a court of law.

- BLUEWAVE COMMUNICATIONS reserves the right to bring legal action to enjoin violations and/or to collect punitive damages in recompense for (including, without limitation, software, hardware, man hours incurred, and perceived loss of brand reputation) if any harm caused by violation of this policy is done to BLUEWAVE COMMUNICATIONS' Network, equipment or business which requires repair, reconfiguration or restoration of any kind.
- If deemed appropriate by BLUEWAVE COMMUNICATIONS in its sole and absolute discretion, the originator of any Spam will be billed not less than \$500.00 per individual complaint received by BLUEWAVE COMMUNICATIONS staff.

#### **4. Revisions to This Unsolicited Bulk Email Policy**

- BLUEWAVE COMMUNICATIONS reserves the right to revise, amend, or modify this Policy, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement. BLUEWAVE COMMUNICATIONS' failure to insist upon or enforce strict performance of any provision of this Policy shall not be construed as a waiver of any provision or right on the part of BLUEWAVE COMMUNICATIONS.

Rev. July 2010