



## **Bluewave Unsolicited Bulk E-mail Policy**

### **1. Bluewave Unsolicited Bulk E-mail Policy**

Bluewave Communications owns the computers, and other equipment that make up its Internet network (the "Bluewave Network"). Further, Bluewave is in agreements with Google, Inc. and as such neither authorize the use of the Bluewave Network or access to Google Mail to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not commercial in nature, (hereinafter collectively referred to as "Spam") into, out of, or through the Bluewave Network. Activities that have the effect of facilitating Spam are also prohibited.

Violation of Bluewave or Google Unsolicited Bulk E-mail 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 Network in violation of the [CAN-SPAM Act 2003](#).

### **2. Email Restrictions**

- Internet e-mail sent, or cause to be sent, to or through the Bluewave 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.
- E-mail 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 e-mail, is deemed unauthorized by the Bluewave Network and Google servers.
- Bluewave does not authorize anyone to send e-mail or cause e-mail to be sent to the Bluewave Network that violates Bluewave's Internet Service Agreement, BLUEWAVE INTERNET ACCEPTABLE USE POLICY or BLUEWAVE 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 e-mail addresses for the purpose of sending Spam or selling the addresses to others is strictly prohibited.
- Transmission into, out of, or through the Bluewave Network or Google servers of any Spam in which the sender has used deceptive, misleading, off-topic, or gibberish language, text, or characters in the subject line or the text of the e-mail, is deemed unauthorized.
- Bluewave allows:
  - (1) subscribers utilizing scoast.net domain to send single e-mail messages to a maximum of 100 recipients in one mailing, not to exceed 500
  - (2) subscribers utilizing Bluewave Internet access, sending e-mail from a non-scoast.net domain, will be limited to send single e-mail messages to a maximum of 50 recipients in one mailing, not to exceed 200 recipients within a one hour period of 200 e-mails within a one hour period. All e-mails 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 e-mails will lose the ability to send ANY e-mail messages for a minimum of 24 hours.
- Bluewave in conjunction with Google adheres to these [Google Sending limits](#) and these [Pop or IMPA Sending Limits](#).
- Bluewave prohibits the use of or reference to any Bluewave e-mail address or Bluewave Domain in a manner that does or might create the false impression that the e-mail was sent to, out of, or through the Bluewave Network or Google servers, including but not limited to any reference in the 'from' line to an Bluewave e-mail address.
- You can report spam for investigation by following [Google Spam and abuse policy](#).

### **3. Rights to Damages**

- Bluewave considers most instances of Spam or use of Bluewave 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 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's Network, equipment or business which requires repair, reconfiguration or restoration of any kind.
- If deemed appropriate by Bluewave 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 staff.

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

Bluewave 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's 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.

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