

Advanced Stream End User Acceptable Use Policy

Security and Privacy

Because of the non-symmetrical nature of the DOCSIS cable modem RF specification, the cable modem service is best suited for Web browsing and file downloads.

Non-acceptable uses include:

- Hosting server services such as Web and E-mail hosting, game servers.
- Reselling of Internet access
- Running a Mail Server or other HTTP Servers
- Multi-user interactive forums
- Sending unsolicited bulk or commercial messages

End users must not restrict or inhibit any other end user's normal use of the services. End users may not resell, share or otherwise distribute services or any portion of them to any third party.

End users cannot provide Internet access to others through dial-up connections, host shell accounts over the Internet, or provide e-mail services, news services or news feeds. End users may not run programs or servers that provide network services to others using the Click! Network ISP Advantage service. End user agrees to all applicable laws regarding the use of the Internet and agrees not to download or distribute any copywitten material in accordance with the law. Violation of any law may result in suspension of end users service and prosecution by applicable authorities.

Security and Privacy Cable modem service is unlike traditional dial-up Internet connections. Click! Network has taken steps to minimize access to workstations attached to the Internet by cable modem. However, end users are warned that hackers and vandals could launch attacks against their workstations. End users are responsible for security of their workstations.

Click-Network, and Advanced Stream does not guarantee bandwidth speeds and Download rates may vary based on Internet traffic/bandwidth bottlenecks to Internet sites.

Click! Network and Advanced Stream does not monitor or filter any Internet sites, nor does it offer any kind of adult or content screening. If content screening is desired, it is the responsibility of the end user to acquire such screening.

End users are responsible for security of their workstations and virus protection. Advanced Stream is not responsible for the end user's workstation. Any advice given, software installed, or work done to the end user's equipment or workstation by Advanced Stream's staff, contractors, or recommended contractors is at risk of the end user with the end user understanding that Advanced Stream does not offer a warranty implied or otherwise. This AUP applies to all levels of service and any services that are supplied by Advanced Stream. There are no refunds on semi annual or annual service irregardless of level of service. Advanced Stream is not responsible for or liable for any disconnection of service (and all service fees still apply) due to acts of God or cut/damaged lines due to construction or tampering in anyway and if cut/damaged lines are caused by the customer, or customer's contractor a \$100.00 reconnection fee may apply.

Violation of this Acceptable Use Policy may result in immediate termination of service! All stipulations in this agreement regarding Click apply to Advanced Stream and all of Advanced Streams products including DSL service. Advanced Stream is not responsible for any loss financial or otherwise due to loss of service for any reason. Advanced Stream monthly payments are due on the first of the month, with the 2nd being considered late. Semi-Annual payments are due on July 1st of every year and considered late on July 2nd, Annual payments are due January 1st of every year and considered late on the 2nd of January. A late fee charge of \$10.00 may be charged to the account. Our automated payment plans are initiated on the 1st business day of every month, the customer is responsible for having sufficient funds at this time. Advanced Stream is not responsible for any overdraft charges, NSF fees, or any financial charges or burdens that may occur because of this practice. Advanced Stream in not responsible for sending monthly paper bills to customer, if the customer chooses to pay via another method the customer is solely responsible for getting the payment to Advanced Stream by the 1st business day of every month.

Customer is responsible for all charges while service is with the Click Network, including moves, data outlet moves, periods of quarantine, holds due to non-payments or past due amounts. The Customer fully understands and agrees that this is not a metered service, nor a pay for use service, monthly charges apply no matter if customer uses service, or is even connected to the service. The customer is fully responsible for letting Advanced Stream know of discontinuance of service, by giving Advanced Stream a 30 day notice. Advanced Stream reserves the right to charge 30 days from cancellation notice.

This agreement may be updated by Advanced Stream at any time, without further notice, and customer agrees to comply with the current AUP as posted on our website www.advancedstream.com

Advanced Stream reserves the right to refuse service to anyone. Either party may cancel this Agreement with 30 Days Notice. 30 day cancellation fee applies

All checks returned for NSF shall be charged a \$25.00 fee. Advanced Stream does not guarantee 100% uptime and is not responsible for any monetary loss due to use of our service in any way.

Due to the ever changing face of technology Advanced Stream cannot guarantee that the modem/equipment provided by Advanced Stream at time of installation will always work on the Click Network. It may be necessary that an equipment upgrade be purchased by the customer in order to continue to get service on the Click Network and the customer releases Advanced Stream and the Click Network of all liability that may arise from this situation and agrees to upgrade equipment as deemed necessary by Advanced Stream or the Click Network.

Wamail.net uses reasonable efforts to ensure that the Services are available on a 24/7 basis. However, there will be occasions when the Service will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment that are beyond the control of Wamail.net. By using the Services you agree that Wamail.net shall not be liable to you for any monetary loss of any kind, modification, suspension or discontinuance, or loss of mail received or sent of the Services.

Inactive Wamail account: A failure to use your Wamail, for a period of 120 days, may result in the deletion of your email account. You can avoid this by logging into your Wamail account at least once every ninety days.

Prices are updated annually on January 1st, to adjust for cost of living or other increases. Customer agrees to pay the prices as posted on the web site www.advancedstream.com

Any alteration to the original Click equipment may result in at least a \$100 service fee per incident.

Use of service implies that the customer agrees with all provisions of this End User Acceptable Use Policy.

Please check the payment option that you would like.

_____ \$29.90 Monthly via Direct Payment please include a copy of the voided check

- **\$29.90 Monthly Via Credit/Debit card only CC#_____ Exp ____/____ Zip_____ V
Code_____**
- **\$169.98 Semi-Annual Billed in January and July (Payable by Check only) Non-Refundable**
- **\$329.88 Annual Billed in January (Payable by Check only) Non-Refundable**
- **I understand and agree to the policy. USB ENET**

Customer (or Agent) _____

Use of service is agreement to this AUP

Email _____@_____