

Click! Network/Advanced Stream Broadband Acceptable Use Policy

Click! Network, a division of Tacoma Power, (“Click!”) is committed to providing an optimum experience for high-speed Internet cable modem customers. Click! enables cable modem customers (“Customers”) of our authorized Internet service providers (“ISP”) to connect to the Internet through our high-speed backbone network (“Service”). Customers, anyone accessing the Internet through any Customer’s account or anyone who uses Click! Network may be referred to in this Acceptable Use Policy (“AUP”) as “Users,” “you” or “your.”

Click! Network’s ongoing management of the system, combined with acceptable use practices, provides each User with a connection to the World Wide Web. To protect the network and Users who could be adversely affected through another user’s abuse of these privileges, Click! has the right at any time and without prior notice to terminate, disable or block the Service of any person(s) who contravene the terms and conditions of this AUP. All Users are subject to the terms and conditions of this AUP.

Click! may revise this AUP from time to time without notice by posting a new version at www.clickcabletv.com and submitting it to ISPs who use Click! Network services. Accordingly, Users should consult this document regularly to ensure that their activities conform to the most recent version. Please direct any questions or comments regarding this AUP and/or complaints of violations of this AUP to your ISP immediately.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY YOUR ISP THAT YOU ARE TERMINATING SERVICE.

Illegal Use

The Service may only be used for lawful purposes. The service may not be used in any way that violates any applicable local, state, federal or international law, order or regulation. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory or constitutes an illegal threat. Click! does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Service. Using the Service for the transmission or storage of copyright-protected material without the consent of the relevant rights holders may be an infringement under U.S. copyright law and could give rise to criminal and civil liability. The use of the Service in any way that is contrary to law is prohibited.

Copyright and Digital Millennium Copyright Acts Requirements

Click! requires all Users to comply with U.S. copyright and related laws. Accordingly, you may not store any material or content on, disseminate or make available for dissemination any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements under the provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”).

Security

Each end User (Customer) is responsible for ensuring that the use of the Service complies with this AUP. The Customer is fully responsible for any violation of this AUP, even if the inappropriate activity was committed by another individual such as a friend, family member, guest, employee or customer with access to the Customer’s account. It is the Customer’s responsibility to ensure that no one gains unauthorized access to the Service. The Customer is solely responsible for the security of any device they choose to connect to Click! Network, including any data stored on that device. In particular, Click! recommends against enabling file or printer sharing of any sort.

The Service may not be used to breach the security of another User or to attempt to gain access to any other person's computer, software or data, without the knowledge and written consent of such person and may not be used in any attempt to circumvent the User authentication or security of any host, network, or account.

Prohibited Uses and Activities –

- Transmit unsolicited bulk or commercial messages commonly known as “spam.”
- Send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup, or chat service.
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme.
- Participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity.
- Collect responses from unsolicited bulk messages.
- Falsify, alter or remove message header.
- Falsify references to Click! or its network or affiliates by name or other identifier, in messages.
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”) Phishing uses fraudulent email addresses that appear to be from a legitimate Internet address with a justifiable request or that link or direct to a fraudulent website in order to get personal information including passwords, bank accounts, credit card information in order to withdraw money from victim's bank accounts.
- Violate the rules, regulations, or policies applicable to any network, service, computer database, or Website you access.
- Resell the Service or otherwise make it available to anyone outside the Premises (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit).
- Restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Internet, the Service or any Equipment used to connect to the Service, or create an unusually large burden on our network, including, without limitation, posting, uploading, transmitting or otherwise making available information or software containing a virus, lock, key, bomb, worm, Trojan horses or other harmful, limiting, destructive or debilitating feature.
- Operate a server in connection with the Service, including, but not limited to mail, news, file gopher, telnet, chat, Web, or host configuration services, multimedia streamers or multi-user interactive forums unless so allowed in selected Service.
- Interfere with computer networking, communications or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host.
- Disrupt any network services or transmission of data or otherwise restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services.

Inappropriate Content

There may be content on the Internet or otherwise available through the Service that may be offensive to some individuals, or which may not be in compliance with applicable laws or regulations. Click! does not assume responsibility for the content contained on the Internet or otherwise available through the Service. Customers assume the risk of accessing content through the Service, and Click! shall not have any liability for any claims, losses, costs actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Adults should remain involved with and be aware of Internet usage by their children and may want to use a program capable of restricting access to inappropriate material.

Newsgroups and Online Forums

Messages posted to newsgroups must comply with the written charters, terms of use, policies, or frequently asked questions (FAQs) for those newsgroups or online forums as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups or online forums.

Bandwidth and other Limitations

Click! manages its network to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Click! and ISP partners work to promote the use and enjoyment of the Internet by all customers.

Customers shall comply with the bandwidth consumption cap and other limitations associated with the Service plan described in **Schedule A** attached hereto, as amended from time to time by Click!, at its sole discretion. Click! reserves the right to suspend or terminate a Customer's Service where bandwidth consumption is not characteristic of a typical residential User of the Service, as determined by the company in its sole discretion from time to time. Common activities that may cause excessive bandwidth consumption in violation of this policy and levels indicated in **Schedule A**, include but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups, whether provided by Click! or a third party. You must also ensure your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Click! in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Click!'s ability to deliver and monitor the Service on any part of its network.

Violation of AUP

Although Click! has no obligation to monitor the Services and/or the network, Click! reserves the right to monitor bandwidth usage to operate the Service; to identify violations of the AUP; and/or to protect the network and Customers. Any correspondence that Click! transmits to the Customer with respect to bandwidth usage, violation of the AUP, or protection of Click! Network will be sent to the Customer via the ISP. Click!, in its sole discretion, may, at any time and without prior notice, take any actions necessary, if the Customer exceeds the prescribed bandwidth limitations set out in Schedule A or to preserve the integrity of its network. Such actions include, but are not limited to, the immediate suspension, discontinuance, limitation or termination of the Service.

Click! reserves the right to investigate suspected violations of this AUP, including the gathering of information from any Users involved or affected and the complaining party, if any, and examination of material on servers and the network.

Upon termination of the Service, Click! is authorized to delete any files, programs and data associated with the Customer's account. Click! in its sole discretion, will determine what actions will be taken in response to a violation on a case-by-case basis.

SCHEDULE A

Upstream is traffic from the Customer's PC to the Internet, such as uploading files to a remote FTP site or website.

Downstream is traffic from the Internet to the Customer's PC, such as downloading files from a remote FTP site or website.

Bandwidth consumption limitations are combined upstream and downstream and are capped at:

- 250 GB per month for residential customers

- 300 GB per month for commercial customers

Our bandwidth cap rate has been set well above what an average User would consume in a month. The cap is not designed to curtail normal Users, enthusiastic Users or even extremely enthusiastic Users, but rather to curtail the Users that are negatively affecting all Users on the network and driving up costs with excessive use of the service. Note that while bandwidth consumption limits are measured on the basis of monthly consumption, the User does not have the right to use disproportionate amounts of the limit at any particular time. Thus, as fully outlined in the AUP, Click! retains the right at any time to determine that inappropriate amounts of bandwidth are being consumed and violate the AUP even if the above-listed limitations have not been fully consumed.

Explanation of Bandwidth Consumption

Bandwidth consumption is measured in Gigabytes (GB) and represents total bandwidth used over a period of time, in this case, one month. The average residential Customer uses approximately 3.5 GB per month.

Tips on how to reduce unnecessary bandwidth usage:

Ensure file and print sharing is turned off or limited and check for other file sharing software (ie – Morpheus, Kazaa, Audiogalaxy, etc.). Many of these programs share files without your knowledge and may cause unnecessary usage. Even if you are not actively using these applications, they may still be serving out files to the entire Internet from your PC.

Chat programs (ie – ICQ, Messenger, IRC, etc.) can sometimes cause problems when they are configured to accept downloads.

Restrict access to your computer to only trusted people and consider using a password to prevent others from using your computer without your permission. Treat your computer much like you would your cell phone or long distance account.

Check downloaded programs and files with an up-to-date virus scanner. You should also regularly check for updates and security patches for your operating system, Windows Users can visit the Microsoft Update page and Macintosh Users can go to Apple's Security Update page. For other operating systems check the vendor's homepage.

Consider downloading a personal firewall program. Personal firewalls help keep track of traffic and connections to your computer.

Remember that streaming media also counts: just listening to a radio station impacts consumption. A high quality MP3 audio stream can also use about a megabyte per minute while high quality video streams can use two megabytes per minute.

If you have any concerns or questions regarding this AUP, please contact ADVANCED STREAM.

In addition to the above terms and conditions; by using Advanced Stream Broadband Internet service you agree to the following terms, conditions, and policies: The service is provided to the customer as is, without warranty of any kind. The entire risk as to the results and performance of the service is assumed by the customer. Advanced Stream disclaims all warranties, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

Due to the nature of cable modem service Advanced Stream Broadband can not guarantee uptime, bandwidth speeds or throughput on cable modem services. Download and upload rates may vary based on many factors. No refunds will be given for downtime or system outages.

The customer is responsible for the following:

- End user is responsible for security of their workstations including, but not limited to, virus protection, spyware protection, spam filtering, and firewalls.
- End user is responsible for the end user's equipment and/or internal network. Any advice given, software installed, or work done to the end user's equipment, workstation, or network 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.
- End user is completely responsible for security for any wireless equipment/products installed on the Click! Network.
- 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.
- The customer assumes total responsibility for all user's on the customer's Internet connection, whether or not known or unknown by the customer including those connected to the customer's service via any wired or wireless connection.
- The customer is totally responsible for backing up of data whether that data is held internally by the customer's equipment or hosted by Advanced Stream Broadband or any affiliations with Advanced Stream Broadband.
- 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 understands that 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 is 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.
- 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. Customer will be assigned a disconnect number and will use this number when dealing with issues regarding disconnection.
- Customer is responsible to call and update account information **before** the first billing day of the month. Advanced Stream is not responsible for any financial burden due to account information not being updated before the first billing day of the month.
- If there is a service or billing issue the customer agrees to contact Advanced Stream immediately. If the customer does not contact Advanced Stream immediately the customer agrees to release Advanced Stream from any and all liability, financial or otherwise. In the case of a customer cancel where Advanced Stream continues to charge the customer after disconnection; Advanced Stream will only be responsible for one month's service charge. In such cases the customer agrees to contact Advanced Stream no later than one month after disconnection.
- The customer also agrees to take full fiscal responsibility for their own accounts.
- If the customer allows Advanced Stream to automate monthly billing then the customer agrees that with convenience comes risk and does not hold Advanced Stream responsible for any errors that may happen.

The customer understands that Advanced Stream does not maintain or is responsible for any websites or email services that are not specifically associated with Advanced Stream or any of its affiliates.

Customer agrees not to tamper with, and takes full responsibility for any hired contractor who may tamper with, Click! Network lines, outlets, or equipment, owned or serviced by the Click! Network and agrees to pay at least \$100 per incident.

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. All checks returned for NSF shall be charged a \$25.00 fee.

There are no refunds on semi annual or annual service irregardless of level of service.

NOTE FOR WAMAIL.NET USERS: 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. Service for Wamail.net will be terminated upon termination of Advanced Stream service cancellation unless prior arrangements are made by the customer.

ADVANCED STREAM RESERVES THE RIGHT TO REFUSE SERVICE TO ANYONE

ADVANCED STREAM DOES NOT GUARANTEE 100% UPTIME AND IS NOT RESPONSIBLE FOR ANY MONETARY LOSS DUE TO USE OF OUR SERVICE IN ANY WAY.

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 CHANGE PRICING AND PACKAGES AT ANYTIME WITHOUT NOTICE. CURRENT PRICING AND PACKAGES WILL BE DISPLAYED AT www.advancedstream.com

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

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY ADVANCED STREAM THAT YOU ARE TERMINATING SERVICE.

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.

\$32.50 Monthly via Direct Payment please include a copy of the voided check

- **\$32.50 Monthly Via Credit/Debit card only CC# _____ Exp ____/____**
Zip _____ V Code _____
- **\$189.00 Semi-Annual - Billed in January and July (Payable by Check only) Non-Refundable**
- **\$360.00 Annual - Billed in January (Payable by Check only) Non-Refundable**
- **I understand and agree to the policy. I understand the 30 day disconnection policy.**

Customer (or Agent) _____

Use of service is agreement to this AUP