

# **Advanced Stream's Acceptable Use Policies (AUP)**

**Your use of Advanced Stream (our) services means you (the customer) agree to the AUP terms**

**Advanced Stream Reserves the Right To Change Pricing And Packages Anytime Without Notice.**

**This AUP Agreement May Be Updated By Advanced Stream At Any Time, Without Further Notice. Customer (you) Agrees To Comply With The Current AUP terms As Posted On Our Website:**

[www.AdvancedStream.com](http://www.AdvancedStream.com)

## **Introduction:**

Click! Network provides wholesale Internet services to Advanced Stream. As such, Advanced Stream is obliged to comply with the terms of Click! Network's AUP. If you have any concerns or questions regarding this AUP, please contact Advanced Stream.

These Click! Network terms, along with Advanced Stream's additional AUP terms, are listed below:

## **Click! Network Internet 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 (the Network), combined with the acceptable use practices in this Acceptable Use Policy (AUP), is intended to provide Click! Network's customers (including commercial, carriers and Click! Authorized ISPs/resellers and their customers and end-users) and other users of Click! Network's, services and website (each a User) with a connection to the Internet (the Service) that is used responsibly. By using the Network and the Service, the User agrees to be bound by this AUP.

To protect the Network, the Service, and Users who could be adversely affected through another User's abuse of these privileges, Click! Network has the right at any time and without prior notice to terminate, disable or block the Service of any User who contravenes the terms and conditions of this AUP. The Service to Users who are severe or repeat infringers of this AUP will be terminated immediately.

Click! Network may revise this AUP from time to time without prior notice by posting a new version at [www.clickcabletv.com](http://www.clickcabletv.com). Revised versions of this AUP are effective immediately. Click! Network will use reasonable efforts to notify Click! Network's Authorized ISPs of changes to this AUP and, will require them to notify their end-users and customers as well, however, all Users are subject to the terms and conditions of the AUP as revised from time to time whether or not any notice of revisions is provided. Users should visit this website regularly to ensure that their activities conform to the most current AUP.

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.

## User Responsibilities

Each User is responsible for the activities of its customers or end-users and, by accepting service from Click! Network, agrees to inform its customers and/or end-users of this AUP.

Users are responsible for any use or misuse of the Service that violates the AUP by anyone else the User permits to access the Service.

## I. Prohibited Uses and Activities

The Acceptable Use Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, interfere with or diminish the use and enjoyment of the Service by others, or impede Click! Network from providing the Service or operating its business. These prohibited uses and activities include, but are not limited to:

- Undertaking or accomplishing any unlawful activity.
- Possessing, producing, receiving, transporting or distributing child pornography.
- Posting, storing, sending, transmitting, or disseminating any information or material which is harassing, threatening or intimidating.
- Uploading, posting, publishing, transmitting, reproducing, or in any other way infringing copyrights of third parties.
- Transmitting unsolicited bulk or commercial messages commonly known as "spam."
- Sending numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or sending very large messages or files that disrupt a server, account, newsgroup, or chat service.
- Initiating, perpetuating, or in any way participating in any pyramid or other illegal scheme.

- Participating 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.
- Collecting responses from unsolicited bulk messages.
- Falsifying, altering or removing message headers.
- Falsifying references to Click! Network, its network or affiliates by name or other identifier, in messages.
- Impersonating any person or entity, engaging in sender address falsification, forging anyone else’s digital or manual signature, or performing 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.
- Violating the rules, regulations, or policies applicable to any network, service, computer database, or Website you access.
- For Users other than Click! Network’s Authorized ISPs, reselling the Service or otherwise making it available to anyone outside the premises of the User (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. Users that subscribe to residential Services may use the Service for personal and non-commercial use only and shall not use the residential Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit).
- Restricting, inhibiting or interfering 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 creating an unusually large burden on the Network, knowingly or unknowing, 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.
- Operating 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.
- Interfering 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.
- Disrupting any network services or transmission of data or otherwise restricting, inhibiting, disrupting or impeding Click! Network’s ability to monitor or deliver the Services.
- Engaging in excessive usage of the Service as defined in the Bandwidth and Network Management Policy.

## II. 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! Network does not assume responsibility for the content contained on the Internet or otherwise available through the Service. Users assume the risk of accessing content through the Service, and Click! Network 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.

## III. Copyright Infringement Complaints and Digital Millennium

### Copyright Act Requirements

Click! Network requires all Users to comply with U.S. copyright and related laws. Accordingly, Users 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. 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.

Click! Network does not assume any responsibility for material available, transmitted, stored or otherwise accessible through the Service. However, owners of copyrighted works who in good faith believe that material appearing on the Internet infringes their rights under U.S. copyright law and resides on the Service or is made available as part of the Service may report alleged infringements by sending Click! Network a notification of claimed infringement that satisfies the requirements of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to the address listed below.

Upon receipt of a satisfactory notice, Click! Network will respond expeditiously to remove or disable the allegedly infringing work or disable access to it, and to notify the affected User of the Service of the removal or disabling of access.

A User who receives a notification of alleged infringement from Click! Network as described above, and believes in good faith that the alleged infringing works have been removed or blocked by mistake or misidentification, may send a counter-notification that complies with the DMCA to Click! Network at the address listed below.

Upon receipt of a satisfactory counter-notice, Click! Network will promptly provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA’s procedures with respect to a received counter notification. Consistent with the requirements of the U.S. Copyright Act, if the copyright owner does not bring a lawsuit in district court within 14 days, Click! Network will restore the material to its location on its network.

## IV. Violation of AUP

Click! Network in its sole discretion, will determine what actions will be taken in response to a violation on a case-by-case basis. Click! Network may suspend, limit or terminate the Service of any User without notice if Click! Network determines that the User (or anyone accessing the User's Service) has violated the AUP. The Service of a User who engages in severe or repeat violations of this AUP will be terminated immediately. In addition, Click! Network may, if circumstances warrant (i) institute legal action; and/or (ii) cooperate with law enforcement authorities in bringing legal proceedings against violators.

Click! Network shall not be liable to User or to any third party for any damages, losses, costs or expenses of any nature caused by or arising out of the exercise of Click! Network's rights under this AUP or any actions taken to enforce its terms, including but not limited to suspension or termination of the User's Service.

Although Click! Network has no obligation to monitor the Services and/or the Network, Click! Network reserves the right to monitor bandwidth usage to operate the Service; to identify violations of the AUP; and/or to protect the Network and Users. Any correspondence that Click! Network transmits to the User with respect to bandwidth usage, violation of the AUP, or protection of Click! Network will be sent to the User (and if the correspondence relates to a customer or end-user of a Click! Authorized ISP), it will be sent via Click! Network's Authorized ISP. Click! Network's actions or inaction shall not constitute review or approval of User's use of the Service.

Violations of this AUP, notices pursuant to the DMCA, and any abuse of the Service may be reported to the following address:

[abuse@ci.tacoma.wa.us](mailto:abuse@ci.tacoma.wa.us)

Click! Network may investigate suspected violations of this AUP, including the gathering of information from any Users involved or affected and the complaining party, if any, and examine material stored on servers and the Network.

Upon termination of the Service, Click! Network is authorized to delete any files, programs and data associated with the User's account.

If you have any concerns or questions regarding this AUP, please contact your selected [Internet Service Provider](#)

## Bandwidth and Network Management Policy

Click! Network is designed for typical usage by typical residential and commercial users of broadband internet access services. Bandwidth on our network is a limited, shared resource among Click! Network's

customers (including commercial, carriers and Click! Network Authorized ISPs/resellers and their customers and end-users) and other users of Click! Network's broadband internet access service (Users). Activity resulting in excessive or sustained bandwidth consumption may burden the network and such usage may be restricted. By using the network and the service, the User agrees to be bound by this Policy.

Click! Network strives to provide Users the best experience when using our network and may use tools and techniques to manage its network, deliver the service, and ensure compliance with this Policy and the Acceptable Use Policy. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to User e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) limiting speeds during periods of extended congestion, (iv) requiring an upgrade or purchase of a different Internet service and (v) using other tools or techniques that Click! Network may be required to implement in order to meet its goal of delivering the best broadband Internet experience to all Users.

Users must comply with the current bandwidth, data throughput, file storage and other limitations on the Service. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole but reasonable judgment of Click! Network) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Click! Network's ability to deliver the Service and monitor the Services, backbone, network nodes, and/or other network services.

Click! Network does not discriminate against or prevent Users of its service from sending and receiving the lawful content of their choice; running lawful applications and using lawful services of their choice; or connecting their choice of legal devices, provided that such applications and services do not harm the network or the provision of broadband Internet access service, facilitate theft of service, or harm other users of the service. Similarly, Click! Network does not impair or degrade particular content, applications, services or non-harmful devices so as to render them effectively unusable, subject to the policies and procedures outlined herein.

The use of certain network management tools and techniques to conserve bandwidth may cause some Users to notice slower Internet performance, such as longer download and upload times or slower responses while surfing the Internet or playing games. The effects of network management typically will be noticeable only for a brief period of time, if at all. The network management tools and techniques employed by Click! Network do not and will not target specific usages or applications (such as peer-to-peer) and instead focus in a content-neutral manner on bandwidth usage in real time, with the goal of providing reasonable and equitable access to the network for all similarly situated customers. In other words, to the extent that the use of network management practices may affect the performance or other characteristics of Internet service, they are designed to affect all similarly situated customers equally.

Excessive use means bandwidth or data usage that is significantly higher than typical usage for which our network is designed. Excessive Users consume so much data that their usage could negatively impact the Service provided to other customers. In order to ensure an optimized Internet experience for all Users, data guidelines have been assigned to all Internet services, and are subject to change.

Internet usage above the designated package cap may incur incremental charges to the User.

<b>Package</b>	<b>Package Description</b>	<b>Data Guideline per billing cycle</b>
10 Mbps	10Mbps down/1Mbps up	300 GB
25 Mbps	25Mbps down /2Mbps up	400 GB
50 Mbps	50Mbps down /5Mbps up	450 GB
75 Mbps	75Mbps down /8Mbps up	500 GB
100 Mbps	100Mbps down /10Mbps up	600 GB

<b>Package</b>	<b>Package Description</b>	<b>Data Guideline per billing cycle</b>
10 Mbps	10Mbps down /1Mbps up	300 GB
25 Mbps	25Mbps down /5Mbps up	500 GB
50 Mbps	50Mbps down /8Mbps up	600 GB
75 Mbps	75Mbps down /10Mbps up	700 GB
100 Mbps	100Mbps down /10Mbps up	800 GB

Click! Network collects data on User traffic pattern usage through the use of traffic management software, and reserves the right to conduct tests to improve network security, to enhance the performance of our network, and to determine whether to make available new service offerings. These technical tests are performed almost continuously and without notice.

Residential services are designed for personal use of the Internet and do not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with Click! Network’s residential services, nor may you provide network services to others via Click! Network’s residential services. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, FTP, IRC, DHCP and multi-user interactive forums.

Commercial services are intended only for business and commercial, non-residential usages.

If Click! Network in its sole but reasonable discretion determines that User has exceeded the Excessive Use threshold or is using the Service in a manner significantly uncharacteristic of a typical User of the service to

which User has subscribed (residential or commercial), Click! Network reserves the right to (a) adjust, suspend, limit or terminate Service at any time and without notice; or (b) require the User to upgrade his service level or pay additional fees in accordance with Click! Network's then-current, applicable rates and charges for such service; or (c) use any technology to be chosen by Click! Network at its sole discretion to limit the user's service for purposes of conserving bandwidth.

## **Advanced Stream's Additional AUP Terms**

In addition to the above Click! Network terms and conditions; by using Advanced Stream's Internet service you also 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 Internet service Advanced Stream cannot guarantee uptime, bandwidth speeds or throughput on Internet access services. Download and upload rates may vary based on many factors. No refunds will be given for downtime or system outages.

### **The Customers And/Or End-user Is Responsible For The Following:**

- Any equipment hooked up to cable modem, FTTH gateway or other Internet access equipment provided by Advanced Stream and/or Click! Network -including, but not limited to, end-users home WIFI network equipment, software, and any other hardware.
- The security of their workstations including, but not limited to, virus protection, spyware protection, spam filtering, and firewalls.
- Any software installed, or work done to customer's equipment, workstation, or network by Advanced Stream's staff, contractors, or recommended contractors. Customer understands that Advanced Stream does not offer any warranty implied or otherwise.
- The security of any wireless equipment/products installed on 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 customer and/or end-user to acquire such screening.
- For all the activity of any and all user's of the customer's Internet connection, whether known or unknown by the customer -including those connected to the customer's service via any wired or wireless connection.

- For backing up of data -whether that data is held internally by the customer's equipment or hosted by Advanced Stream or any affiliates of Advanced Stream.
- All charges for services related to connecting to Click! Network, including customer moves, data outlet moves, interruptions of services due to non-payments or past due amounts. The Customer fully understands and agrees that monthly charges apply no matter if the customer uses the service or not.
- The timely payment of service charges. The customer understands that monthly payments are due on the first of the month. Payments not received by the 5<sup>th</sup> are considered "late". A late payment will result in a \$10 penalty being charged to your account.
  - Automated payments, or "AutoPay", are the preferred method of payment. These payments can be automated thru your bank account, with our "DirectPay" system, or thru your debit/credit card. DirectPay is especially preferred, over debit/credit cards, since the charges come directly out of your bank account and there is no risk of your card expiring.
- For having sufficient funds in your account at that time AutoPay payments are processed, which occurs on the 1<sup>st</sup> business day of the month. Advanced Stream is not responsible for overdraft charges, NSF fees, or any other financial charges or burdens that you may incur because of this practice.
  - Advanced Stream does not send out monthly paper bills. By choosing to pay via a method other than "Autopay", customer assumes greater risk for getting the monthly payment to Advanced Stream. Advanced Stream will send you an email notice, so please make sure your email address is up to date.
- For having a current Email address on file. We rely on Email communications to notify customers of matters relating to your account or to our service.
- Informing us when you cancel services. Customer agrees to let Advanced Stream know when discontinuing service. Advanced Stream requires a 30 day notice for canceling services. Advanced Stream reserves the right to charge for the 30 days of service from the date of your cancellation notice. Customer will be given a "cancellation confirmation number" to document the disconnection notice.
- Providing updated 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.

- Contacting Advanced Stream immediately if there is a service or billing issue. If the customer does not contact Advanced Stream immediately the customer agrees to release Advanced Stream from any and all liability, financial or otherwise. If a customer cancels and Advanced Stream continues to charge the customer after disconnection; Advanced Stream will only be responsible for one month's service charge. In such cases it is the customer duty to contact Advanced Stream no later than one month after disconnection.
- Securing a backup Internet access solution might be considered, if customer requires a high level of service availability. Advanced Stream assumes no responsibility for Internet outages. Customer understands that outages do occur and having a redundant, failover, backup connection, might be an appropriate strategy if such outages could impact customer's affairs or 100% uptime is essential. Advanced Stream assumes no responsibility for any loss of funds, opportunities, data or other damages that customer might suffer due to lack of service for any reason.
- Participate in Advanced Stream's automated monthly billing program and hold Advanced Stream harmless for any errors that may happen as a result.
- Not tampering with Click! Network lines, and taking full responsibility for any hired contractor who may tamper with Click! Network lines, outlets, or equipment, owned or serviced by Click! Network. Please understand that doing so may result in damages to the Network and your services (along with your neighbors) may not operate properly. If you violate these terms, and cause damage to the network, you agree to pay the costs for repairing the damages. These charges, known as "truck roll" charges, will be (at least) \$100 per incident.
- Upgrading your equipment in order to continue using Advanced Stream services on Click Network. Due to the ever changing pace of technology, Advanced Stream cannot guarantee that the modem or equipment provided by Advanced Stream at the time of installation will always work on Click! Network. Over time, it may be necessary to upgrade your modem and other equipment. Customer agrees that Advanced Stream and Click! Network are not liable for upgrading customer's equipment -as deemed necessary by Advanced Stream or Click! Network.
- Paying a \$25 NSF charge for all checks returned unpaid by customers bank.
- Never email your sensitive information, such as social security numbers, or credit cards. When providing Advanced Stream with your account payment information, please call us or use our online customer account portal.

## Miscellaneous AUP Terms

There are no refunds on the semi-annual or annual service prepayment packages.

Vacation packages are offered for a minimum of 2 months, but, not more than 6 months.

**Contacting Customer:** The customer agrees to allow Advanced Stream to contact them via all available methods of communications; including, but not limited to, email, phone, instant messaging, SMS, or Social Media.

**Right to Collect Past Due Balance:** Advanced Stream reserves the right to automatically collect any past due balances using any financial information that customer has been voluntarily provided to Advanced Stream.

Advanced Stream is not responsible for any websites or email services that are not specifically associated with Advanced Stream. Our websites contain links to sites that belong to third parties unrelated to Advanced Stream. Advanced Stream cannot protect any information you may disclose to these sites and recommends that you review the privacy policy statements of those sites you visit.

Advanced Stream Reserves The Right To Refuse Service To Anyone.

Advanced Stream Reserves The Right To Change Pricing And Packages At Anytime Without 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](http://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.

**Your Usage of Advanced Stream Service is Acknowledgement of Your Agreement to The Terms of our AUP**

## **Privacy Policy**

This Privacy Policy provides notice of the standards and terms under which Advanced Stream protects privacy. This Privacy Policy provides notice of our information collection practices and of the ways in which your information may be used. This policy may change from time to time, so please check back periodically to review this information.

## **Personally-Identifiable Information:**

In providing services Advanced Stream may collect personally identifiable information, such as your email address, name, home or work address or telephone number. In other instances Advanced Stream receives personal information from users, such as the login name you create for our online customer account portal, or credit card information you provide for Advanced Stream services.

When you provide personally-identifiable information to Advanced Stream, it will be used to fulfill your obligations to Advanced Stream.

Advanced Stream may use the information you provide to communicate with you about our services and products.

Advanced Stream will never sell or trade your personally identifiable information unless legally required to do so.

When Advanced Stream receives your credit card or other payment information, we protect and secure this information by employing industry best security and encryption practices and protocols.

## Generic Information:

In general, Advanced Stream gathers some generic information automatically. Generic information does NOT reveal the identity of the visitor. It usually includes information about the Internet address assigned to your computer, the number and frequency of visits to parts of the Advanced Stream website. Advanced Stream gathers this information for the limited purpose of improving customer service and website access. We accomplish this by using "cookies" -a technology that can be used to improve visitors interaction with Advanced Stream services. Advanced Stream does not combine information collected in this way with any personally-identifiable information.

## Exceptions and Limitations:

Advanced Stream cooperates fully with state, local, and federal officials, as required by law, in the investigation of purported unlawful activities by users of Advanced Stream Services. Advanced Stream may be required to disclose information, including personal or private electronic communications transmitted to Advanced Stream.

Advanced Stream in no way sells any of your information to any outside or third-party vendors.

## NOTE FOR WAMAIL USERS:

Advanced Stream provides email services under WAMAIL.NET. In providing Wamail.net services, Advanced Stream 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. By using the WAMAIL services you agree that Advanced Stream shall not be liable to you for any monetary loss resulting from modification, suspension, or discontinuance of WAMAIL services, including loss of mail received or sent on the Services.

- **Inactive WAMAIL accounts:** A failure to use your WAMAIL account, for a period of 90 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.

**Disclaimer of Liability for Damages.** In no event will Advanced Stream, its officers, directors, employees, affiliates or agents be liable for any direct, incidental, indirect, special, punitive, exemplary, compensatory, or consequential damages, or for any other damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the service, including inability to access emergency service personnel through the service or to obtain emergency help. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort and any and all other theories of liability and apply whether or not we were informed of the likelihood of any particular type of damages.

**No Warranties on Service.** We make no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the service or device for a particular purpose, title or non-infringement or any warranty arising by usage of trade, course of dealing or course of performance or any warranty that the service will meet customer's requirements. Without limiting the foregoing, we do not warrant that the service or device will be without failure, delay, interruption, error, and degradation of quality or loss of content, data or information. neither Advanced Stream nor its officers, directors, employees, affiliates or agents, or any other service provider or vendor who furnishes services devices, or products to customer in connection with the service, will be liable for unauthorized access to our or your transmission facilities or premises equipment or for unauthorized access to, or alteration, theft or destruction of, customer's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Advanced Stream Broadband's or its service providers or vendors' negligence. Statements and descriptions concerning the service or device, if any, by Advanced Stream or Advanced Stream's agents or installers are informational and are not given as a warranty of any kind.