# Advanced Stream Broadband Customer Service Agreement ("Agreement") and Acceptable Use Policy ("AUP").

# Your use of Advanced Stream's services means you (the customer) agree to the terms of this Agreement and AUP

# Advanced Stream Reserves The Right To Update this Agreement and AUP and Change Pricing, Policies and Packages Anytime Without Further Notice.

Customer Agrees To Comply With the Current Agreement and AUP terms As Posted On Our Website <u>www.advancedstream.com</u>

## **Privacy Policy**

Advanced Stream is an ISP providing valuable Internet access, products, and support services to its subscribers and other Internet users. Advanced Stream provides web surfers with applications, information, and links to make the Internet experience more productive and fun. Advanced Stream respects the privacy of every individual who uses Advanced Stream services. This Privacy Policy provides notice of the standards and terms under which Advanced Stream protects such 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 e-mail address, name, home or work address or telephone number. In other instances, Advanced Stream collects anonymous demographic information that is not unique to you, such as your ZIP code, age, gender, preferences, interests and favorites. Advanced Stream receives personal information from users of the Advanced Stream only when such information is provided voluntarily, such as when users login, register or enroll for services, send e-mail to us, post other communications, or provide credit card information for a purchase from Advanced Stream or a third party.

When you provide personally-identifiable information to Advanced Stream, it will be used to fulfill your specific request. Absent any instructions from you, Advanced Stream may use information you provide to inform you about additional services and products offered by Advanced Stream and other goods and services providers with whom Advanced Stream has relationships. Advanced Stream will not, however, sell or trade your personally identifiable information unless authorized or legally required to do so. Advanced Stream does not associate sensitive data, such as your race, religion, or political affiliations, with personally identifiable information. Advanced Stream takes precautions to

segregate any sensitive data you may provide that reference your race, religion, sexual orientation, ethnicity, or political affiliations.

In those instances when you may provide Advanced Stream with credit card or other ordering information via the web, Advanced Stream protects and secures this information by employing commercially customary web-based security and encryption protocols, examples of which include Secure Socket Layer (SSL) and Secure Electronic Transaction (SET). On those sites where you voluntarily offer any feedback, data, answers, questions, comments, suggestions, ideas or the like, Advanced Stream will treat that portion of the information as non-confidential and non-proprietary and, except as otherwise expressed in this privacy statement, Advanced Stream assumes no obligation to protect such information from disclosure.

Although Advanced Stream takes commercially reasonable steps to protect your information, please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through communications services, such as chats, communities, instant messaging, or other services provided by Advanced Stream or third parties, this information may be collected and used by others. Advanced Stream encourages you to review the privacy statements of websites you choose to view so that you understand how those websites collect, use and share your information. Advanced Stream is not responsible for the privacy statements or other content with respect to any third-party websites.

#### 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 visitors, and the parts of the Advanced Stream Sites/Services visited or utilized. Advanced Stream gathers this information for the limited purpose of determining customer service and website needs. We accomplish this by using certain technologies, including "cookies" (a technology that can be used to provide the visitor with tailored information about Advanced Stream services). Advanced Stream does not combine information collected in this way with any personally-identifiable information. You can set your browser to notify you when you receive a cookie and you can refuse it.

#### Advanced Stream Hosted Applications:

Advanced Stream websites contain links to sites that belong to third parties unrelated to Advanced Stream. Advanced Stream cannot protect any information you may disclose in these sites and recommends that you review the privacy policy statements of those sites you visit.

#### **Exceptions and Limitations:**

Notwithstanding the foregoing and in compliance with applicable laws, Advanced Stream cooperates fully with state, local, and federal officials in any investigation relating to any content (including personal or private electronic communications transmitted to Advanced Stream) or purported unlawful

activities of any user of the Advanced Stream Site/Services. For the limited purposes of accomplishing such cooperation and measures and in compliance with applicable laws, Advanced Stream may be required to disclose personally identifiable information. In addition, Advanced Stream may elect to monitor the areas of communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate Advanced Stream; or (iii) to protect the rights or property of Advanced Stream or others. Advanced Stream reserves the right to sell or transfer your information (including , but not limited to name, address information, and other information you provided to Advanced Stream) to a third party that may purchase Advanced Stream's operations or assets, provided such acquirer agrees to adhere to the terms and conditions of this Privacy Policy. Otherwise, Advanced Stream in no way sells any information to any outside or third-party vendor.

Advanced Stream may revise this AUP from time to time without prior notice by posting a new version at <u>www.advancedstream.com</u>. Revised versions of this AUP are effective immediately. Advanced Stream will use reasonable efforts to notify end-users and customers, 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.

There are no refunds on semi-annual or annual service prepayments regardless of level of service.

Advanced Stream's ongoing management/and or support of the system (the Network), combined with the acceptable use practices in this Acceptable Use Policy (AUP), is intended to provide Advanced Stream's customers and other users of Advanced Stream's services (each a User) with a connection to the Internet, technical support and equipment warranty (the Services). By using the Network and the Services, the User agrees to be bound by this Agreement and AUP.

To protect Users who could be adversely affected through another User's abuse of these privileges, Advanced Stream 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.

#### **User Responsibilities**

Each User is responsible for activities over the Internet service and is 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 Advanced Stream 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 Advanced Stream, 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.
- Reselling the Services 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 Services, 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 Advanced Stream'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. Advanced Stream 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 Advanced Stream 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

Advanced Stream 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.

Advanced Stream 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 Advanced Stream 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, Advanced Stream 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 Advanced Stream 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 Advanced Stream at the address listed below.

Upon receipt of a satisfactory counter-notice, Advanced Stream 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, Advanced Stream will restore the material to its location on its network.

## IV. Violation of Agreement and AUP

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

Advanced Stream 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 Advanced Stream'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 Advanced Stream has no obligation to monitor the Services and/or the Network, Advanced Stream 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.

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

#### abuse@advancedstream.com

Advanced Stream 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, Advanced Stream is authorized to delete any files, programs and data associated with the User's account.

## Advanced Stream's Bandwidth and Network Management Policy

Advanced Stream is designed for typical usage by typical residential and commercial users of broadband internet access services. Bandwidth is a limited, shared resource among Advanced Stream's customers. 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.

Advanced Stream strives to provide Users the best experience when using the internet and may use tools and techniques to 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 Advanced Stream 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 Advanced Stream) 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 Advanced Stream's ability to deliver the Service and monitor the Services, backbone, network nodes, and/or other network services.

Advanced Stream 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, Advanced Stream 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 Advanced Stream 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.

Advanced Stream 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 Advanced Stream's residential services, nor may you provide network services to others via Advanced Stream'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 Advanced Stream 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), Advanced Stream 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 Advanced Stream's then-current, applicable rates and charges for such service; or (c) use any technology to be chosen by Advanced Stream at its sole discretion to limit the user's service for purposes of conserving bandwidth.

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 Internet service Advanced Stream Broadband cannot guarantee uptime, bandwidth speeds or throughput on 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 completely responsible for anything hooked up to the internet gateway including but not limited to network, software, and hardware.
- End user is responsible for security of their workstations including, but no 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 their connection.
- 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 from Advanced Stream, 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 2<sup>nd</sup> being considered late. A late fee charge of \$10.00 may be charged to the account. Our automated payment plans are initiated on the 1<sup>st</sup> 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 1<sup>st</sup> 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 update account information **<u>before</u>** 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. Including having a backup strategy for those who make money or work via the Internet. Advanced Stream is at no time responsible for any loss of funds, opportunities, or data due to lack of service for any reason.
- 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.

Disclaimer of Liability for Damages. IN NO EVENT WILL Advanced Stream Broadband, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION THE SERVICE 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 Broadband 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 VENDORS' NEGLIGENCE. **STATEMENTS** AND DESCRIPTIONS **PROVIDER'S** OR CONCERNING THE SERVICE OR DEVICE, IF ANY, BY Advanced Stream Broadband OR Advanced Stream Broadband's AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

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

Customer agrees not to tamper with, and takes full responsibility for any hired contractor who may tamper with, Advanced Stream lines, outlets, or equipment, owned or serviced by the Advanced Stream and agrees to pay \$100 per incident, or the amount of the actual damages, whichever is greater.

Due to the ever-changing face of technology Advanced Stream cannot guarantee that the equipment and system provided by Advanced Stream will always work. It may be necessary for equipment to be upgrade and/or purchased by the customer in order to continue to get service. The customer releases Advanced Stream of all liability that may arise from this situation and agrees to upgrade equipment as deemed necessary by Advanced Stream.

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

The customer agrees to allow Advanced Stream to contact them via all provided methods of communications be that but not limited to Postal Mail, Email, Phone, Instant Messaging, SMS, or Social Media. Advanced Stream also reserves the right to automatically charge past due balances to any financial information that has been voluntarily given to Advanced Stream. Also see our Privacy Policy.

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.

Advanced Stream Reserves The Right To Change Pricing, Policies and Packages At Any time 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

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 our services is your consent to this Agreement and AUP