

Subscriber Agreement¹

This Agreement (the "Agreement") sets forth the terms and conditions under which Thames Valley Communications, agrees to provide the High Speed Internet service (hereinafter the "Service") to you. By completing the registration and using the Service, you (a) agree that your use of the Service is bound by the terms of this Agreement, and (b) represent and warrant that you are at least 18 years of age. If you do not agree with the foregoing, you may not use the Service and must return the installation software, equipment, and all associated materials to Thames Valley Communications. This Agreement takes effect on the date on which you accept this Agreement, and continues until your subscription is terminated.

Thames Valley Communications reserves the right to modify the terms of this Agreement or prices for the Service and may discontinue or revise any or all other aspects of the Service in its sole discretion at any time by posting changes online. Your continued use of the Service after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Thames Valley Communications.

1. **Your Subscription.** Your subscription entitles you to use the Service. Your subscription is personal to you, you agree not to assign, transfer, resell or sublicense your rights as a subscriber unless specifically allowed by this Agreement. You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of the Service or by another using your computer. You agree to contact the Thames Valley Communications office identified on your monthly invoice immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.
2. **Payment Terms.** You agree to pay all monthly fees and installation charges, including applicable franchise fees, taxes, customer service fees, late fees and door collection fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and the Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of "premium" services, such as personal web pages, business class services, or access to certain gaming sites in addition to those billed by Thames Valley Communications. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before the Service is reconnected.²
3. **Software License.** Thames Valley Communications grants to you a limited, nonexclusive, nontransferable and non-assignable license to install and use Thames Valley Communication's access software (including software from third party vendors that Thames Valley Communications distributes, hereinafter referred to as the "Licensed Software"), in order to access and use the Service. Thames Valley Communications may modify the Licensed Software at any time, for any reason, and without providing notice of such modification to you. The Licensed Software constitutes confidential and proprietary information of Thames Valley Communications and Thames Valley Communication's licensors and contains trade secrets and intellectual property protected under United States copyright laws, international treaty provisions, and other laws. All right, title, and interest in and to the Licensed Software, including associated intellectual property rights, are and shall remain with Thames Valley Communications and its licensors. You agree to comply with the terms and conditions of all end user software license agreements accompanying any software or plug-ins to such software distributed by Thames Valley Communications in connection with the Service. You shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. You acknowledge that the Licensed Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States. You agree not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Your right to use the Licensed Software terminates upon termination of this Agreement.
4. **Computer and Equipment Requirements.** At the time of initial installation of the Service, your computer equipment must comply with Thames Valley Communication's current minimum computer requirements. The minimum computer requirements may change and Thames Valley Communications will make reasonable efforts to support previously acceptable configurations; however, Thames Valley Communications is not obligated to continue to provide such support. You may rent or purchase a cable modem from Thames Valley Communications or may purchase a DOCSIS compliant, Thames Valley Communications approved cable modem from a third party provider. Thames Valley Communications reserves the right to provide service only to users with Thames Valley Communications approved DOCSIS compliant modems.
5. You will not remove any Thames Valley Communications owned equipment (the "Equipment") from the Premises or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected by the Thames Valley Communications installer. Thames Valley Communications may relocate the Equipment for you within the Premises at the your request for an additional charge. If you relocate to a new address, this Agreement shall automatically terminate and you will be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. You will not connect any equipment, other than equipment authorized by Thames Valley Communications, to the cable modem outlet. You understand that failure to comply with this restriction may cause damage to the Thames Valley Communications network and subject you to liability for damages and/or criminal prosecution. You may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Thames Valley Communications.
6. **Installation.** You authorize Thames Valley Communications personnel and/or its agents to enter your premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If you are not the owner of the Premises upon which the Service is to be installed, you represent and warrant that you have obtained the consent of the owner of the Premises for Thames Valley

¹ Version 1.3

Communications personnel and/or its agents to enter the Premises for the purposes described above. You shall indemnify and hold Thames Valley Communications harmless from and against any claims of the owner of the Premises arising out of the performance of this Agreement.

You acknowledge and agree that installation of the Service (including the Licensed Software) may require Thames Valley Communications personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of the Service (including the Licensed Software) may result in the modification of your computer's systems files. Thames Valley Communications neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. Thames Valley Communications shall have no liability whatsoever for any damage resulting from the installation and/or use of the Licensed Software or file modifications. Thames Valley Communications is not responsible for returning your computer to its original configuration prior to installation.

Thames Valley Communications or its agents will supply and install certain software and, if required, an extra cable outlet, a cable modem and an Ethernet card for a fee determined by Thames Valley Communications. Thames Valley Communications will also provide a getting started guide. Thames Valley Communications shall use reasonable efforts to install the Service to full operational status, provided that your computer fulfills the minimum computer requirements set forth herein.

You may transfer the Licensed Software to additional computers within the home, but service and support for these additional machines is limited and/or may incur an additional fee. You agree that Thames Valley Communications has no responsibility to provide service and support for in-home networks. If you intend to transfer the software, you must give Thames Valley Communications prior notice of such transfer.

7. **Acceptable Use Policy.** You agree to use the Services strictly in accordance with the Acceptable Use Policy which may be modified by Thames Valley Communications from time to time, and which is incorporated herein by reference and made a part of this Agreement.
8. **Posting to Thames Valley Communications.** You are solely responsible and liable for all material that you upload, post, email, transmit or otherwise make available via the Service, including, without limitation, material that you post to any Thames Valley Communications web site or the web site of a Thames Valley Communications affiliate, or any third party vendor's service (e.g., newsgroups) that is used by Thames Valley Communications. Thames Valley Communications does not claim ownership of material you submit or make available for inclusion on the Service. However, with respect to material you submit or make available for inclusion on publicly accessible areas of the Service, you grant Thames Valley Communications a world-wide, royalty free and non-exclusive license(s) to: use your material in connection with Thames Valley Communication's businesses including, but not limited to, the rights to: copy, distribute, publicly perform, publicly display, transmit, publish your name in connection with the material, and to prepare derivative works. No compensation will be paid with respect to the use of your material.
9. **Links to Third Party Web Sites.** In your use of the Service and/or Thames Valley Communications Web sites, you may encounter various types of links that enable you to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of Thames Valley Communications. The inclusion of any link to a Third Party Site is not (i) an endorsement by Thames Valley Communications of the Third Party Site, (ii) an acknowledgement of any affiliation with its operators or owners, or (iii) a warranty of any type regarding any information or offer on the Third Party Site. Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.
10. **Monitoring and Removal of Content.** Thames Valley Communications is under no obligation to monitor the Services. However, Thames Valley Communications reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Thames Valley Communication's possession about or related to you, your use of the Services or otherwise as Thames Valley Communications deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.
11. **Privacy.** You authorize Thames Valley Communications to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of the Service to you. You agree that Thames Valley Communications may collect and disclose information concerning you and your use of the Service in the manner and for the purposes set forth herein and in Thames Valley Communication's Privacy Policy.
12. **No Spam or Other Unsolicited Bulk E-mail.** Thames Valley Communications may immediately terminate any subscriber account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. In addition, if actual damages cannot be reasonably calculated, you agree to pay Thames Valley Communications liquidated damages of five dollars (U.S. \$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account. Otherwise you agree to pay Thames Valley Communication's actual damages, to the extent such actual damages can be reasonably calculated. Thames Valley Communications reserves the right to block, reject or remove what it considers in its sole discretion to be "spam" or other unsolicited bulk e-mail from the Service.
13. **Termination and Surviving Obligations.** Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written notice of such termination. In the event of termination by you, you must notify Thames Valley Communications by telephone or by a non-electronic written submission. E-mail submissions shall not constitute effective notice. In the event of termination by Thames Valley Communications, Thames Valley Communications may notify you of such termination by electronic or other means.

You expressly agree that upon termination of this Agreement: (i) You will pay Thames Valley Communications in full for your use of any Equipment and Service up to the later of the effective date of termination of this Agreement or the date on which the Service and any Equipment have been disconnected and returned to Thames Valley Communications. You agree to pay Thames Valley Communications on a pro-rated basis for any use by you of any Equipment or Services for a part of a month. (ii) You will permit Thames Valley Communications to access your premises at a reasonable time to remove any Equipment and other material provided by Thames Valley Communications. (iii)

You will ensure the immediate return of any Equipment to Thames Valley Communications. You will return or destroy all copies of any software provided to you pursuant to this Agreement. (iv) Thames Valley Communications is authorized to delete any files, programs, data and e-mail messages associated with such account.

14. Disclaimer of Warranties and Limitation of Liability. You expressly agree that Thames Valley Communications is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights. THE SERVICE IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND. NEITHER THAMES VALLEY COMMUNICATIONS, NOR ITS AFFILIATES OR ANY OF ITS SUPPLIERS OR LICENSORS, EMPLOYEES OR AGENTS WARRANT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL MALICIOUS AGENTS. THAMES VALLEY COMMUNICATIONS DOES NOT WARRANT THAT ANY DATA OR ANY FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED. THAMES VALLEY COMMUNICATIONS AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES, ARISING DIRECTLY OR INDIRECTLY, FROM THE INSTALLATION OR USE, OF THE LICENSED SOFTWARE, THE SERVICE, THE EQUIPMENT FURNISHED BY THAMES VALLEY COMMUNICATIONS, OR THAMES VALLEY COMMUNICATIONS'S PROVISION OF TECHNICAL SERVICE AND SUPPORT FOR THE SERVICE; EVEN IF SUCH DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE THAMES VALLEY COMMUNICATIONS INSTALLER, TECHNICIAN OR CUSTOMER SERVICE REPRESENTATIVE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR DAMAGES, REGARDLESS OF WHETHER OR NOT THAMES VALLEY COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THAMES VALLEY COMMUNICATIONS'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD. YOU HEREBY RELEASE THAMES VALLEY COMMUNICATIONS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. THAMES VALLEY COMMUNICATIONS IS ALSO NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING FROM OR RELATED TO YOUR BREACH OF THIS AGREEMENT. Your sole and exclusive remedy under this Agreement are as expressly set forth herein. Some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you.
15. Indemnification. You agree to indemnify and hold Thames Valley Communications, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on Thames Valley Communications. Thames Valley Communications will notify you within a reasonable period of time of any claim for which Thames Valley Communications seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Thames Valley Communication's interests, as reasonably determined by Thames Valley Communications.
16. Management of Network. Thames Valley Communications reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, without limitation, the following: rate limiting, rejection or removal of "spam" or otherwise unsolicited bulk email, traffic prioritization, establishing byte cap limitations and protocol filtering. You expressly accept that such action on the part of Thames Valley Communications may affect the performance of the Service. Thames Valley Communications reserves the right to enforce limits on specific features of the Service including, without limitation, e-mail storage and web hosting maximums. Please review the attached Acceptable Use Policy.
17. Damage to and Encumbrances on Equipment, Computer, Software. All Equipment will at all times remain the property of Thames Valley Communications. You may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. You shall pay the full retail cost for the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or part thereof, together with any costs incurred by Thames Valley Communications in obtaining or attempting to obtain possession of any such Equipment. You hereby authorize Thames Valley Communications to charge your Visa, Master Card, other credit card or other payment method authorized by you for any outstanding Service and Equipment charges. Thames Valley Communications may, at its option, install new or reconditioned Equipment, including swapping your existing equipment for DOCSIS-compliant equipment, for which you may incur a fee.
18. Governing Law and Jurisdiction. This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to its conflict of laws provisions. All disputes arising out of or related to this Agreement and the Service must be brought in a federal or state court located in the state of Connecticut. You consent to the personal jurisdiction of such courts located in the state of Connecticut. You waive all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.
19. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of its provisions shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Thames Valley Communication's rights and remedies available at law or in equity. Thames Valley Communication's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Thames Valley Communications to third parties.
20. How to Contact Us. For any questions regarding this Subscriber Agreement, billing or other, please contact Thames Valley Communications at one of the following:

E-mail: info@tvconnect.com

Phone: 860-446-4009 or 1-800-350-4882

Acceptable Use Policy

Introduction

Thames Valley Communications, Inc. and its local affiliates and/or distribution partners (collectively "Thames Valley Communications") are pleased that you have chosen Thames Valley Communications High Speed Internet service (the "Service"). Our goal is to provide you with an enriched, high-quality Internet experience. This Acceptable Use Policy (the "AUP") has been designed to protect our Service, our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service. All users of the Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your Thames Valley Communications account. This AUP should be read in conjunction with our Internet Subscriber Agreement, Privacy Policy, and other applicable policies.

By using the Service, you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE THAMES VALLEY COMMUNICATIONS CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

1. **Prohibited Activities.** You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, You may not use the Service to:
 - Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
 - Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
 - Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
 - Post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, defamatory, incites hatred, or is otherwise offensive or objectionable.
 - Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
 - Collect or store personal data about other users.
 - Use an IP address not assigned to you.
 - Violate any other Thames Valley Communications policy or guideline.
 - Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.
2. **Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
3. **Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Thames Valley Communications assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.
4. **User Content.** You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Thames Valley Communications reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in Thames Valley Communication's sole discretion, deems to be offensive, indecent, or otherwise objectionable.
5. **Commercial Use.** The Service is designed for personal use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the residential Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, virtual private network usage, IP address translation, or similar facilities intended to provide additional access.
6. **Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Thames Valley Communications.
7. **Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.
8. **Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.
9. **Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Thames Valley Communications recommends that you take appropriate security precautions for any systems connected to the Service.
10. **Disruption of Service.** You may not disrupt the Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

11. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.
12. Electronic Mail. You may not use the Service to send unsolicited bulk or commercial e-mail messages ("spam"). Any unsolicited e-mail must also not direct the recipient to any web site or other resource that uses the Service. The Service may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violates this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Thames Valley Communications, Thames Valley Communications or any portion of the Thames Valley Communications network (e.g. by including "Organization: Thames Valley Communications" in the header or by listing an IP address that belongs to the Thames Valley Communications network) in any unsolicited email even if that email is not sent through the Thames Valley Communications network. Further, forging, altering or removing electronic mail headers is prohibited.

13. Bandwidth, Data Storage and Other Limitations. You must comply with the current bandwidth, data storage. At present each subscriber has a bandwidth usage limitation of 30GB of downloads per month, with a maximum of 2GB per day. Subscriber uploads are limited to 7.5GB per month, with a maximum of 1GB per day. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Thames Valley Communications) an unusually large burden on the network itself. In addition, you must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Thames Valley Communication's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. Thames Valley Communications may terminate, suspend, or require you to upgrade the Service and pay additional fees if Thames Valley Communications, in its sole discretion, determines that that you are using excessive bandwidth. Email addresses have a storage limitation of 50MB.
14. Newsgroups. Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Our news software will automatically cancel any messages posted to nine or more newsgroups.

Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

Thames Valley Communications reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

The Usenet news service included with a Service account is provided for interactive use by the subscriber, using a commonly-available NNTP client such as Outlook Express News. Non-interactive clients that download Usenet articles in bulk are prohibited.

15. Conflict. In the event of a conflict between the Subscriber Agreement and this Policy, the terms of the Subscriber Agreement will prevail.
16. How to Contact Thames Valley Communications. For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Thames Valley Communications at one of the following:

E-mail: info@tvconnect.com

Phone: 860-446-4009 or 1-800-350-4882

Online Privacy Policy

Introduction

We are committed to the principles of privacy and security on the Internet. We want you to enjoy the Thames Valley Communications High Speed Internet service (the “Service”) with the confidence that comes from knowing the practices that we follow regarding the treatment of personal information we collect through the Service. That is why we have created this Online Privacy Policy (“Policy”) to inform those who subscribe (“Subscribers”) to the Service, as well as those who visit (“Visitors”) Thames Valley Communications Web sites (collectively, “Customers”), of the ways we collect, use, safeguard and disclose of information we obtain from them through the Service and at Thames Valley Communications Web sites.

This Policy should be read in conjunction with our other Internet service related legal agreements and policies. We request that you read this Policy thoroughly, and contact us with any questions or comments you may have.

1. **Information We Collect.** When you register for the Service, you provide us with Personally Identifiable Information. “Personally Identifiable Information” or “PII” means any information that is associated with your personal identity, such as your name, service address, telephone number(s), social security number or driver’s license number, premium service subscription information, user IDs, passwords, email address, billing and payment information, customer correspondence and communications records, maintenance and repairs, and other service-related information. At the time of initial provisioning, we also collect information about your computer (to assist us in configuring it for our Service), as well as your service choices. We may also collect Personally Identifiable Information from Customers who respond to email surveys or register at our Web sites for information. In these instances, our Customers are notified before any PII is collected and may elect not to provide their PII.

We also collect Aggregate Information about usage from our Customers, such as the Internet Protocol addresses assigned to them (Note: We do not link Internet Protocol addresses to Personally Identifiable Information), bandwidth utilization, and Internet resource requests (e.g. requests to view a web page). “Aggregate Information” is information Thames Valley Communications collects that is devoid of all Personally Identifiable Information relating to our Customers (i.e., it is anonymous; it does not reveal a Customer’s name and address in connection with his/her general viewing or usage habits or any other transactions made using our Service that are personally identifiable to the Customer) and instead consists of data relating to the use of Interactive Television, Internet access or other services by groups of customers.

We do not read your email messages, instant messages, online chats, or the content of other online communications that reside on or pass through our Service. We may however, retain and provide such communications if we are legally required to do so. In addition, please be aware that once your communications leave our network and enter the public Internet on their way to their recipient, your communications may be monitored or intercepted by third parties or other Internet service providers over which we do not have control. Moreover, since we cannot control Web sites or Internet services operated by third parties, we recommend that you review the terms of service and privacy policies of those Web sites and services.

2. **How We Use It.** Generally, we use Personally Identifiable Information to manage our Service, such as, to verify billing accuracy, to communicate with our Customers about service-related issues, for abuse management, to collect past due bills, and to maintain financial, tax and legal records. We may make Personally Identifiable Information of Customers available to our employees, agents and contractors for our internal business purposes, as well as to our outside auditors, attorneys and accountants, potential and actual purchasers of our business, and local franchise authorities. The frequency of any such information disclosure will vary in accordance with our business needs.

Aggregate Information is used for network management, maintenance, performance evaluation and security. We may also transfer the Aggregate Information we collect in connection with the sale, merger, or transition of our system to a third-party.

We may send you marketing and informational materials from us or on behalf of our business affiliates or partners.

3. **Whom We Share It With.** We may disclose Personally Identifiable Information if required to do so pursuant to law, such as in response to legal or judicial process. We may also disclose Personally Identifiable Information in order to render, or conduct a legitimate business activity related to a cable service or other service provided by us to you. We may also disclose names and addresses, only (i.e., less information than that which is included under the Personally Identifiable Information definition), of Subscribers if (i) we have provided the Subscriber with the opportunity to prohibit or limit such disclosure, and (ii) the disclosure does not reveal, directly or indirectly, the extent of any viewing or other use by a Subscriber of our cable service or other service provided by us, or the nature of any transaction made by a Subscriber over our cable system.

Third parties to whom we may disclose Personally Identifiable Information to perform activities on our behalf (e.g., executing e-mail communications or collecting past due bills) are obligated to maintain the privacy of the Personally Identifiable Information we provide them. We require those third parties to use Personally Identifiable Information only for the limited purposes for which the disclosure is made and in accordance with this Policy.

We will not provide Personally Identifiable Information (other than names and addresses) to any third party for its use in connection with mailing lists or marketing purposes, other than those parties that we retain to conduct our mailings, surveys, contests, or marketing campaigns, or who act on our behalf. (See "Choice" below for information on how to limit the transfer of PII.)

4. **Access To It.** Upon written request delivered to Thames Valley Communications, we will make Personally Identifiable Information about you contained in our business records available to you within ten (10) days of our receipt of your written request to examine such information. You may only inspect records containing information about you. You are responsible for the cost of copying any documents you request. We will make this information available during normal business hours at our office listed on the front cover of your billing invoice, and we will give you an opportunity to correct any error in the information we maintain.
5. **Retention Of It.** We maintain Personally Identifiable Information in our regular business records as long as you are a subscriber and for a longer time if necessary for our business purposes. Unless a court has asked us for access to this information, we will destroy it once it is no longer necessary for our business purposes.
6. **Choice.** You may choose not to receive marketing communications from us and to limit our disclosure of Personally Identifiable Information we have collected from you. Upon such choice, we (i) will not contact you directly with marketing communications about our Service, and (ii) will not use Personally Identifiable Information obtained from you through registration with the Service to contact you with marketing communications about any other Thames Valley Communications products or services. Please note, however, that we may still be required to communicate with you if necessary to render or conduct a legitimate business activity related to the Service, and to disclose Personally Identifiable Information if required to do so by law. In order to make this choice you must notify us in writing at Thames Valley Communications, and include your name, address, account number, and the information that you do not wish to be disclosed.
7. **Security.** We secure the Personally Identifiable Information we maintain about you on computer servers in an appropriately controlled, secure environment, protected from unauthorized access, use or disclosure, and have in place appropriate policy guidelines to safeguard this information. We also use encryption technology when collecting sensitive information such as a credit card number. While we attempt to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.
8. **Cookies.** "Cookies" are small data files sent to your browser and stored on your hard drive. We use cookies to offer customized services and collect information on Internet usage. These files do not collect Personally Identifiable Information about you. Rather, they operate by identifying your browser, saving information regarding your use of a Web site, and providing you with personalized services. For example, a cookie can remember your password for logon procedures, save your preferences for a personalized home page and remember items you have selected for purchase during a visit to an online store. The result is a more personalized and enjoyable experience. Third party advertisements displayed on Web site(s) operated by Thames Valley Communications may also contain cookies. Thames Valley Communications does not control these advertiser cookies and Customers should check the privacy policy of the advertiser to see whether and how it uses cookies. You can set your browser to disable cookies, but by doing so, you may not be able to enjoy the personalized features offered by our Web sites. If you are concerned about cookies you may opt out of major advertising networks' use of cookies at http://www.networkadvertising.org/optout_nonppii.asp.
9. **Modifications To This Policy.** We may change this Policy from time to time to take into account new or changing circumstances. Any changes to this Policy will be prospective and will therefore not change the way we use information collected prior to the changed policy.
10. **How To Contact Us.** For any questions regarding this Policy, please contact us at one of the following:

E-mail: info@tvconnect.com

Phone: 860-446-4009 or 1-800-350-4882