

**BLUESTREAK WIRELESS BROADBAND  
ACCEPTABLE USE POLICY**

1. Users may make any lawful use of the network and the information, software, or other content transmitted or received through it. Users may not transmit or receive any material in violation of any international, federal, state or local law or regulation.
2. Users must take security measures for each computer used on the Bluestreak network. This includes the use of anti-virus and anti-spyware software.
3. Bluestreak Wireless Broadband is for use by customer only. Users may not rebroadcast or share the wireless signal between more than one residential unit or place of business.
4. The transmission and exportation from the United States of technical data is subject to compliance with the U. S. Export Administration Act of 1979, as amended, the Arms Export Control Act of 1976, as amended and numerous other rules, laws and regulations which restrict the export of software, technical data, documentation and products.
5. Users agree not to interfere with or disrupt other network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising (SPAM), propagation of computer worms and viruses and using the network to make unauthorized or unlawful entry to any machine, computer or database, accessible via the network.
6. Users agree to act in good faith and to respect the conventions of the Internet Community and the newsgroups, networks, sites and services accessed.
7. Users acknowledge that it is their sole responsibility for the contents of transmissions under their user name. Users agree to indemnify and hold harmless Bluestreak, from any claims, costs or damages resulting from the user's unauthorized, illegal or improper reception or transmission of data in violation of any international, federal, state or local law or regulation.
8. Bluestreak may disconnect any user, at any time, without prior notice, if in Bluestreak's opinion the network is being used in any way in violation of the Acceptable Use Policy. Bluestreak shall also have all other remedies available by law. Bluestreak shall have no liability to customer resulting from said disconnection.
9. Users agree to act on their own behalf and shall not utilize the Bluestreak services, equipment or systems in such a way as to compete with Bluestreak, absent an express written license from Bluestreak.
10. The term of this contract shall be for either one or two years, based on the term of your contract, commencing on the date of receipt of the first payment from the customer. Customer is responsible for return of any CPE devices upon termination of service. Early termination shall result in a termination fee equal to the balance of the charge for the remaining months of the contract term. Failure to return the CPE device to Bluestreak shall result in a charge equal to cost of replacement of the device.
11. For month to month contracts, in addition to the monthly service fee the customer must purchase a CPE unit.

NOTE: THIS DOCUMENT IS SUBJECT TO CHANGE WITHOUT NOTIFICATION