



Commercial Subscriber Agreement¹

This Agreement (the “Agreement”) sets forth the terms and conditions under which Thames Valley Communications, agrees to provide the Customer named on the Commercial Account Order Agreement the services selected by the Customer on the Commercial Account Order Agreement including High Speed Internet service (“Internet”), commercial digital voice services (“Voice”), commercial cable television services (“Video”) (together the selected services are referred herein to as “Service”) to Customer. By completing the registration and using the Service, Customer agrees that Customer use of the Service is bound by the terms of this Agreement. This Agreement takes effect on the date on which Customer accepts this Agreement, and continues until Customer’s 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. Customer’s continued use of the Service after changes are posted constitutes Customer’s 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. **Customer’s Subscription.** Customer’s subscription entitles Customer to use the Service. Customer’s subscription is for Customer’s business, Customer agrees not to assign, transfer, resell or sublicense Customer’s rights as a subscriber unless specifically allowed by this Agreement. Customer agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from Customer’s use of the Service or by another using Customer’s computer. Customer agrees to contact the Thames Valley Communications office identified on Customer’s monthly invoice immediately upon the occurrence of any change in the status of Customer’s account (e.g., change in individuals authorized to use Customer’s account) for the purpose of updating Customer’s account information.
2. **Payment Terms.** You agree to pay all monthly fees and installation charges, including but not limited to, 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. All such charges, including all applicable taxes, are Customer’s sole responsibility. Customer 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 Customer 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 Customer. 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. Customer agrees 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. Customer shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Software or any part thereof. Customer 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. Customer agrees not to export or re-export the Licensed Software, directly or indirectly, to any countries that are subject to United States export restrictions. Customer’s 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, Customer’s 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. Customer may rent or purchase a cable modem from Thames Valley Communications or may purchase a DOCSIS 3.0 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 3.0 compliant modems.
5. Customer 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 Customer within the Premises at the Customer’s request for an additional charge. If Customer relocates to a new address, this Agreement shall automatically terminate and Customer will be required to enter into a new Agreement and may be charged a new installation fee to initiate Service. Customer will not connect any equipment, other than equipment authorized by Thames Valley Communications, to the cable modem outlet. Customer understands that failure to comply with this restriction may cause damage to the Thames Valley Communications network and subject Customer to liability for damages and/or criminal prosecution. Customer may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same

¹ Version 2.1 – updated August 15, 2014

that is not authorized by Thames Valley Communications.

6. Installation. Customer authorizes Thames Valley Communications personnel and/or its agents to enter Customer's premises (the "Premises") at mutually agreed upon times in order to install, maintain, inspect, repair and remove the Service. If Customer are not the owner of the Premises upon which the Service is to be installed, Customer represents and warrants that Customer has obtained the consent of the owner of the Premises for Thames Valley Communications personnel and/or its agents to enter the Premises for the purposes described above. Customer 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.

Customer acknowledges and agrees that installation of the Service (including the Licensed Software) may require Thames Valley Communications personnel and/or its agents to open Customer's computer. Customer further acknowledges and agrees that installation and/or use of the Service (including the Licensed Software) may result in the modification of Customer's computer's systems files. Thames Valley Communications neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of Customer's 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 Customer's 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 Customer's computer fulfills the minimum computer requirements set forth herein.

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

7. Acceptable Use Policy. Customer agrees 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. Customer are solely responsible and liable for all material that Customer uploads, posts, emails, transmits or otherwise makes available via the Service, including, without limitation, material that Customer posts 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 Customer submits or makes available for inclusion on the Service. However, with respect to material Customer submits or make available for inclusion on publicly accessible areas of the Service, Customer grants Thames Valley Communications a world-wide, royalty free and non-exclusive license(s) to: use Customer's 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 Customer's name in connection with the material, and to prepare derivative works. No compensation will be paid with respect to the use of Customer's material.
9. Links to Third Party Web Sites. In Customer's use of the Service and/or Thames Valley Communications Web sites, Customer may encounter various types of links that enable Customer to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to Customer 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. Customer's 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 Customer, Customer's 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. Customer authorizes Thames Valley Communications to make inquiries and to receive information about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Service to Customer. Customer agrees that Thames Valley Communications may collect and disclose information concerning Customer and Customer's 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, Customer agrees 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 Customer's account. Otherwise Customer agrees 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. Agreement Term. This Agreement shall terminate upon the expiration or other termination of the Commercial Account Order entered into under this Agreement. The term of a Commercial Account Order shall commence on the Service Commencement Date and shall terminate at the end of the stated Service Term of such Service. Unless otherwise stated in these terms and conditions, if a Service Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date.
14. Commercial Account Order Renewal. Upon the expiration of the Service Term, this Agreement and each applicable Service Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the initial Service Term and from time to time thereafter, Thames Valley Communications may, modify the charges for Internet, Voice and/or Video Services subject to thirty (30) days prior notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.
15. Termination and Surviving Obligations. Either party may terminate this Agreement at any time without cause by providing the other party with no less than (30) days written notice of such termination. In the event of termination by Customer, Customer must notify Thames Valley Communications in writing 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 Customer of such termination by electronic or other means. Customer expressly agree that upon termination of this Agreement: (i) Customer will pay Thames Valley Communications in full for Customer's 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 and any Early Termination Fee due. Customer agree to pay Thames Valley Communications on a pro-rated basis for any use by Customer of any Equipment or Services for a part of a month. (ii) Customer will permit Thames Valley Communications to access Customer's premises at a reasonable time to remove any Equipment and other material provided by Thames Valley Communications. (iii) Customer will ensure the immediate return of any Equipment to Thames Valley Communications. Customer will return or destroy all copies of any software provided to Customer pursuant to this Agreement. (iv) Thames Valley Communications is authorized to delete any files, programs, data and e-mail messages associated with such account.
16. Early Termination Fee: Thames Valley Communications may charge Customer, if prior to the end of the applicable Service Term, Customer terminates any Service without cause. The amount of the Early Termination Fee will be the amount stated on the Commercial Account Order. Termination Charges with respect to each Service terminated are in addition to all amounts payable by Customer in accordance with Section 15 herein.
17. Disclaimer of Warranties and Limitation of Liability. Customer expressly agrees 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 CUSTOMER "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 CUSTOMER 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 CUSTOMER 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. CUSTOMER 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 CUSTOMER'S BREACH OF THIS AGREEMENT. Customer's 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 Customer.
18. Indemnification. Customer agrees 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 Customer's use of or conduct on Thames Valley Communications. Thames Valley Communications will notify Customer within a reasonable period of time of any claim for which Thames Valley Communications seeks indemnification and will afford Customer the opportunity to participate in the defense of such claim, provided that Customer's participation will not be conducted in a manner prejudicial to Thames Valley Communication's interests, as reasonably determined by Thames Valley Communications.
19. 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. Customer expressly accepts 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.

20. **Damage to and Encumbrances on Equipment, Computer, Software.** All Equipment will at all times remain the property of Thames Valley Communications. Customer may not sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. Customer 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. Customer hereby authorizes Thames Valley Communications to charge Customer's Visa, Master Card, other credit card or other payment method authorized by Customer for any outstanding Service and Equipment charges. Thames Valley Communications may, at its option, install new or reconditioned Equipment, including swapping Customer's existing equipment for DOCSIS-compliant equipment, for which Customer may incur a fee.
21. **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. Customer consents to the jurisdiction of such courts located in the state of Connecticut. Customer waives all rights to bring any claim, suit or proceeding more than one (1) year after the date the cause of action arose.
22. **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 Customer. This Agreement is freely assignable by Thames Valley Communications to third parties.
23. **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 Customer has chosen Thames Valley Communications High Speed Internet service (the "Service"). Our goal is to provide Customer 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. Customer's violation of this AUP may result in the immediate suspension or termination of either Customer's access to the Service and/or Customer's 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, Customer agrees to abide by, and require others using the Service via Customer's account to abide by the terms of this AUP. Customer should consult this document regularly to ensure that Customer's activities conform to the most recent version. **IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THESE TERMS, CUSTOMER SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE THAMES VALLEY COMMUNICATIONS CUSTOMER SERVICE DEPARTMENT SO THAT CUSTOMER'S ACCOUNT MAY BE CLOSED.**

1. **Prohibited Activities.** Customer may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, Customer 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 Customer.
 - 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.** Customer 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.** Customer 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 Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used by Customer for such purposes.
4. **User Content.** Customer is solely responsible for any information that Customer publishes on the web or other Internet services. Customer 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 commercial use of the Internet. Customer may not resell or otherwise charge others to use this Service. Customer agrees not to use the Service for operation as an Internet service provider.
6. **Misuse of Service.** Customer is responsible for any misuse of the Service that occurs through Customer's account. Customer must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.
7. **Hacking/Attempted Unauthorized Access.** Customer 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 Customer, logging into or making use of a server or account Customer is 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.

8. Security. Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Thames Valley Communications recommends that Customer takes appropriate security precautions for any systems connected to the Service.
9. Disruption of Service. Customer may not disrupt the Service in any manner. Nor shall Customer 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.
10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files and data. Customer is 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.
11. Electronic Mail. Customer 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.

Customer 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.

12. Bandwidth, Data Storage and Other Limitations. Customer must comply with the current usage limitations outlined in the Usage Limitations section of the Thames Valley Communications High-Speed Internet Acceptable Use Policy, which can be found at www.tvconnect.com, and may change at any time at the sole discretion of TVC.. Customer must ensure that Customer's 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, Customer 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 Customer to upgrade the Service and pay additional fees if Thames Valley Communications, in its sole discretion, determines that that Customer are using excessive bandwidth.
13. 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. Customer 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.

Customer 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.

14. Conflict. . In the event of a conflict between the Subscriber Agreement and this Policy, the terms of the Subscriber Agreement will prevail.

15. 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

Updated 3/9/14

Introduction

We are committed to the principles of privacy and security on the Internet. We want our Customers 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 Customer read this Policy thoroughly, and contact us with any questions or comments Customer may have.

1. **Information We Collect.** When Customer registers for the Service, Customer provides us with Personally Identifiable Information. “Personally Identifiable Information” or “PII” means any information that is associated with Customer’s personal identity, such as Customer’s 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 Customer’s computer (to assist us in configuring it for our Service), as well as Customer’s 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 Customer’s 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 Customer’s communications leave our network and enter the public Internet on their way to their recipient, Customer’s 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 Customer 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 Customer 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 Customer. 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 Customer contained in our business records available to Customer within ten (10) days of our receipt of Customer's written request to examine such information. Customer may only inspect records containing information about Customer. Customer is responsible for the cost of copying any documents Customer requests. We will make this information available during normal business hours at our office listed on the front cover of Customer's billing invoice, and we will give Customer 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 Customer is 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.** Customer may choose not to receive marketing communications from us and to limit our disclosure of Personally Identifiable Information we have collected from Customer. Upon such choice, we (i) will not contact Customer directly with marketing communications about our Service, and (ii) will not use Personally Identifiable Information obtained from Customer through registration with the Service to contact Customer with marketing communications about any other Thames Valley Communications products or services. Please note, however, that we may still be required to communicate with Customer 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 Customer must notify us in writing at Thames Valley Communications, and include Customer's name, address, account number, and the information that Customer do not wish to be disclosed.
7. **Security.** We secure the Personally Identifiable Information we maintain about Customer 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 Customer's browser and stored on Customer's hard drive. We use cookies to offer customized services and collect information on Internet usage. These files do not collect Personally Identifiable Information about Customer. Rather, they operate by identifying Customer's browser, saving information regarding Customer's use of a Web site, and providing Customer with personalized services. For example, a cookie can remember Customer's password for logon procedures, save Customer's preferences for a personalized home page and remember items Customer has 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. Customer can set Customer's browser to disable cookies, but by doing so, Customer may not be able to enjoy the personalized features offered by our Web sites. If Customer is concerned about cookies Customer 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