

TERMS AND CONDITIONS OF USE AGREEMENT

INTRODUCTION

- 1.1 This Agreement is between Trans-Video.Net and Trans-Video Cable Television, Inc. ("Trans-Video") and the customer ("Customer"), who signs or otherwise accepts the Trans-Video Customer Agreement. This document contains the terms and conditions of acceptable use of the Service ("Terms and Conditions of Use"). Related provisions may also be found in the Trans-Video Service Installation Agreement.
- 1.2 This document is updated frequently. Changes to this document will be effective 30 days after their publication on the www.trans-video.net web site. Each Customer agrees to review this material regularly to be aware of such changes. If any change is unacceptable, a Customer should terminate their Service as provided in the Trans-Video Customer Agreement, Section 6.
- 1.3 Any violation of these Terms and Conditions of Use may lead immediately and without further notice, to the termination of Customer's access to and use of the Service. Each Customer agrees to indemnify Trans-Video from any claims arising from Customer's use of the Service that violate these Terms and Conditions of Use.
- 1.4 The following factors guide the establishment and enforcement of Trans-Video's usage policies:
 - Ensuring reliable service,
 - Ensuring security and privacy for individuals and networks,
 - Complying with existing laws,
 - Maintaining Trans-Video's reputation as a responsible service provider,
 - Encouraging responsible use of the Internet and discouraging activities which reduce the usability and value of Internet services,
 - Preserving the value of Internet resources as a conduit for free expression and exchange of information.
- 1.5. Trans-Video intends to provide each Customer with full access to the Internet. While Trans-Video is firmly committed to the principles of free speech, certain activities are damaging to both Trans-Video resources and the Internet and cannot be permitted under the guise of free speech. Trans-Video's resources and the Internet's are limited, and abuse of these resources by one user negatively affects the entire community.

- 1.6 Trans-Video does not routinely monitor Customer's activity except for measurements of system utilization and the preparation of billing records. However, to promote good citizenship within the Internet community, Trans-Video will respond appropriately if Trans-Video becomes aware of inappropriate use of the Service.
- 1.7 If a Customer's Trans-Video Service is used to violate these Terms and Conditions of Use, Trans-Video reserves the right to remove offending materials or terminate Customer's service without notice. While Trans-Video prefers to advise a Customer of inappropriate behavior and any necessary corrective action, flagrant violations of these Terms and Conditions of Use will result in immediate suspension or termination of the Service. Trans-Video's failure to enforce this policy, for whatever reason, shall not be construed as a waiver of Trans-Video's right to do so at any time.
- 1.8 In general, a Customer may NOT use the Trans-Video Service:
- To violate any law or regulation;
 - To violate the rules, regulations and policies of any network, server, web site, database or service provider when accessed through the Trans-Video Service;
 - To defame, defraud, deceive or offend others;
 - To threaten, harass, abuse or intimidate others;
 - To damage Trans-Video's name or reputation or those of Trans-Video's partners, parent, affiliates and subsidiaries;
 - To break security on any computer network, or to access any account which does not belong to the Customer; or
 - To interfere with another Customer's use and enjoyment of the Internet.
- 1.9 Trans-Video reserves sole discretion to determine whether any use of the Service is a violation of this policy.
- 1.10 Customer hereby authorizes Trans-Video to cooperate with law enforcement agencies and other system administrators as necessary to enforce these Terms and Conditions of Use. As a member of the Internet community, each Customer agrees to use their Internet access responsibly. If there are any questions regarding this policy, including potential violations by other parties, please contact Trans-Video at info@trans-video.net. Please include a valid return e-mail address as well as the complete text of any message, including all headers, with which the Customer has concerns or questions.

E-MAIL

- 2.1 Customer's Trans-Video Service provides the ability to send and receive e-mail. Each Trans-Video Customer must adhere to the Trans-Video e-mail specifications of 10MB of e-mail space and message size limits of 5MB per e-mail message.
- 2.2 E-mail messages may remain on the Trans-Video mail server for 120 days. After this time period, messages will be deleted from the Trans-Video server and any incoming messages will be returned to the sender, until the Customer reduces mailbox size by removing mail from the server. Customers are encouraged to download e-mail frequently to their hard drives to avoid losing important e-mail messages.
- 2.3 Misuse of e-mail may result in termination of the Service. Customers are to use e-mail in compliance with the Trans-Video terms and avoid the violations listed below:
 - Sending unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it;
 - Collecting responses from unsolicited bulk or commercial e-mail sent from accounts with other providers;
 - Forging, altering or removing electronic mail headers;
 - Copying the same or substantially similar message, or sending very large messages or files to a recipient, with the intent to disrupt a server or account ("mail bombing");
 - Using electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message (e.g. after a recipient asks to stop receiving e-mail) may be considered harassment;
 - Forwarding or otherwise propagating chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings;
 - Collecting replies to messages sent from another Internet service provider if those messages violate these Terms and Conditions of Use or the acceptable use policy of the other service provider;
 - Sending e-mail with an attachment greater than 5 MB.
- 2.4 If a Customer uses the services of another provider to promote a web site hosted by or through Trans-Video, then these Terms and

Conditions of Use shall apply to the methods used to promote such site.

- 2.5 Each Customer is responsible for all activity on their ISP Channel Service account. If any mailbox or alias associated with a Customer account is involved in a violation of these Terms and Conditions of Use, Customer's Trans-Video Service account, including all associated mailboxes and aliases may be terminated. Termination will result in lost e-mail and Internet access for all users of Customer's Trans-Video Service account. Therefore, it is important that everyone using Customer's Trans-Video Service account understands all terms of these Terms and Conditions of Use and the consequences of violations.

NEWSGROUPS

- 3.1 Each Customer has access to thousands of newsgroups via subscription. These newsgroups allow a Customer to read and post messages on a variety of topics. Newsgroups may also have a charter or a FAQ that describes what subjects are appropriate for each newsgroup. Misuse of newsgroups may result in the termination of the Customer's Trans-Video Service account.
- 3.2 Trans-Video does not provide news service nor control the content of the newsgroups available to its Customer by subscription. Trans-Video believes that decisions about which newsgroups and messages to read are best left to Customers. Screening software is available from third parties, and it is the Customer's responsibility to use such tools if desired. Trans-Video is not responsible for the content of any newsgroup message, whether or not a Trans-Video Customer posted the message.
- 3.3 Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups.
- 3.4 Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. Each Customer is responsible for determining the policies of a given newsgroup before posting to it. If a Customer is unable to find such a policy, assume that such messages are not welcome.
- 3.5 Posting or cross-posting the following types of messages is not allowed, unless expressly authorized by the receiving newsgroup:
 - The same or substantially similar message to more than five newsgroups,

- Excessive repeating of a message,
- Binary files,
- A message promoting a pyramid scheme, "Make Money Fast" scheme, chain letter, or other scheme,
- A message with forged or removed header information, including circumventing the approval process for a moderated newsgroup,
- A message that solicits mail for any address other than the Customer's with intent to harass others,
- A message sent for the purpose of threatening or harassing others,
- A message which infringes on personal or property rights of others (privacy rights or copyrights, for example),
- Canceling messages other than Customer's own (except for official newsgroup moderators performing their duties), or
- Sending a message of more than 5 MB.

3.6 Trans-Video does not censor or control content posted to a newsgroup. Each Customer is solely responsible for the content published. Upon receiving notification that certain posts violate this policy, or any state or federal law, or infringe on the trademarks or copyrights of another, ISP may remove such posts from the news server and terminate Customer's Service.

PERSONAL WEB SPACE

- 4.1 Trans-Video provides storage space and access for web sites through a Web Hosting service. In addition, Customer's Trans-Video Service provides the option to establish personal web page(s).
- 4.2 Personal web space is intended for non-commercial use only. Customers are allotted 10MB of web space and 350 MB of throughput per month on their personal web page(s).
- 4.3 Each Customer is solely responsible for any information contained on their personal web page(s). Trans-Video will not routinely monitor the contents of Customer's personal web page(s). However, if complaints are received regarding language, content or graphics contained on Customer's web page(s), Trans-Video may, at Trans-Video's sole discretion, remove the web page(s) hosted on Trans-Video servers and terminate Customer's Web Hosting or personal web page service.
- 4.4 Each Customer agrees not to use Customer's web site or personal web page(s) to publish material that Trans-Video determines, in Trans-Video's sole discretion, to be unlawful, indecent or objectionable. For

purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, and logos), executable programs, video recordings, and audio recordings.

- 4.5 Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example).
- 4.6 Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.
- 4.7 Objectionable content is otherwise legal content with which Trans-Video concludes, in Trans-Video's sole discretion, Trans-Video does not want to be associated with in order to protect Trans-Video's reputation and brand image, or to protect Trans-Video's employees, shareholders and affiliates.
- 4.8 Examples of prohibited web site or personal web page(s) content include:
 - Materials which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value,
 - Materials which suggest or depict obscene, indecent, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value,
 - Materials which hold Trans-Video or Trans-Video's partners, affiliates, employees or shareholders up to public scorn or ridicule, or
 - Materials which encourage the commission of a crime, or which tend to incite violence, or which tend to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

CHAT

- 5.1 Although Trans-Video does not offer technical support for Chat, a Customer may connect, as a guest, to Chat servers and networks maintained by third parties. A Customer shall not engage in activities that might interfere with other's access to Chat services.

- 5.2 A Customer may not use Chat scripts or programs that interfere with, or deny service to, other users on any other server, host, network or channel.
- 5.3 A Customer may not engage in activities that harass others. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), sending private messages to those who do not wish to receive them, returning to a channel after being banned from it, and other disruptive behaviors.
- 5.4 A Customer may not attempt to impersonate other users. The use of nicknames does not constitute impersonation.
- 5.5 A Customer may run "clones" (multiple simultaneous IRC connections) and "bots" only as permitted by the host Chat server.

SECURITY

- 6.1 Each Customer is responsible for any misuse of Customer's Service, even if a friend, family member, guest or employee committed the inappropriate activity. Therefore, each Customer is responsible to take steps to ensure that others do not gain unauthorized access to their Trans-Video Service account. In addition, a Customer may not use the Service to breach security of another account, or attempt to gain unauthorized access to another network or server.
- 6.2 Customer's password provides access to Customer's Trans-Video Service account. It is the Customer's responsibility to keep their password secure. Passwords must contain at least six characters, contain at least one number or symbol, contain both upper and lower case letters, and should not be based on any word found in the dictionary or on any personal information (name or birth date, for example). Customer's password should not be the same as Customer's User ID.
- 6.3 Sharing Customer's password and Service access with unauthorized users is prohibited.
- 6.4 Each Customer is responsible for adopting adequate security measures to prevent or minimize unauthorized use of Customer's Trans-Video Service account, since the Customer will be held responsible for such use.
- 6.5 Attempting to obtain another user's password is prohibited.

- 6.6 No Customer may attempt to circumvent user authentication or security of any host, network or account ("cracking"). 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.
- 6.7 Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- 6.8 Attempting to interfere with service to any user, host, or network ("denial of service attacks") is also prohibited. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- 6.9 Users who violate systems or network security may incur criminal or civil liability. Trans-Video will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

CUSTOMER CONTACT RESPONSIBILITY

- 7.1 Each Customer must provide the following contact information to Trans-Video: contact name, phone number and postal and e-mail address. In the event that Customer does not choose to select a Trans-Video e-mail address, Customer must provide an alternate e-mail address at which Trans-Video can contact them to deliver legal notifications and Service announcements.
- 7.2 Each Customer operating a network behind the Service, must designate a contact to be responsible for every host, IP network or sub-network connected to the Internet through the use of the Services; including contact names, phone numbers, and postal and e-mail addresses. This information must be provided to all appropriate Domain Name Registrars prior to the initial network connection of service and must be updated on an on going and timely basis. Contacts must have the authority, access, and tools necessary, to configure, operate and control access to the Customer's systems. For important time-sharing hosts, primary domain name servers and mail relays or gateways, Contacts must be accessible to ISP Channel via telephone 24 hours a day, 7 days a week. Failure to comply with these provisions may be cause for termination of Service.

SERVERS AND HIGH BANDWIDTH UTILIZATION

- 8.1 Trans-Video will install and support the connection of one cable modem to Customer's computer. If Customer chooses to operate a network behind the Service, they do so without technical support from Trans-Video. Each Customer who does so operate a network shall ensure that Trans-Video Services are used appropriately by Customers, and users, and consistently with the Trans-Video Customer Agreement under which Service is obtained. In the event that Trans-Video Customers choose to operate servers behind the Service, they do without technical support from Trans-Video. ISP Channel reserves the right to discontinue Customer's service if servers are found to interfere with other Customers' enjoyment of the Service.
- 8.2 Trans-Video operates on shared resources. Excessive use or abuse of these shared network resources by one Customer may negatively affect all other Customers. Misuse of network resources that impairs network performance is prohibited and may result in termination of Service.
- 8.3 No Customer may consume excessive resources, including CPU time, network bandwidth, memory, disk space and session time. Customers may not use resource-intensive programs that adversely affect other Customers or the performance of Trans-Video systems or networks. Trans-Video reserves the right to terminate or limit such activities.
- 8.4 Trans-Video reserves the right to charge for bandwidth usage determined to be above the acceptable levels for Trans-Video customers. These levels are to be determined by Trans-Video and will not be implemented without prior Customer notification. If Trans-Video provides Customers with static IP addressing, we reserve the right to re-number and add additional IP addresses with prior notification to Customers.
- 8.5 No Customer may provide network services (for example, operating an ftp or a web server) without the express written consent of Trans-Video.

NETWORK PERFORMANCE

- 9.1 While connected to the Trans-Video Service, Customer may not establish any additional connections to the Internet through the same computer.

ILLEGAL ACTIVITY

10.1 Any activity that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service.

Prohibited activities include, but are not limited to:

- Transmitting obscene materials,
- Intentionally spreading or threatening to spread computer viruses,
- Gaining or attempting to gain unauthorized access to any network, including Trans-Video's private network infrastructure,
- Accessing or attempting to access information not intended for the Customer.
- Transmitting pirated software,
- Conducting or participating in illegal gambling,
- Soliciting for pyramid and other illegal schemes, or
- Publishing, transmitting or using material or content without appropriate permissions from the copyright holder.