

Central Coast Communications Society -CCCS SERVICE SUBSCRIPTION  
AGREEMENT

NOTE TO SUBSCRIBERS--IMPORTANT: The ISP Service described in this Agreement (the "Central Coast Communications Society") is the online content, features, functions and services of the CCCS. This Agreement principally covers the general rights and obligations the member has with regard to the CCCS. By reading this Agreement and using our High Speed and/or Dial-Up Service you agree to these Terms of Use.

1. Definitions.

A. "Agreement" means this Subscription Agreement, as it may be amended from time to time by the CCCS.

B. "Computer" means the personal computer(s) located at the Member's residence that will be used to access the CCCS Service. Each Computer will need to meet certain minimum hardware and software requirements that will be specified for the CCCS Service; such requirements may be changed from time to time by the CCCS ("System Requirements").

C. "Operator" means the local CCCS Operator that is providing the High Speed/Dial-up over its wireless/dial-up system.

D. "Operator Equipment" is defined in Section 5(b).

E. "Subscriber" means the CCCS Member that holds an account authorized by Operator to access and uses the High Speed/Dial-up Service.

F. "Terms of Use" shall mean all rules, terms and conditions set forth in this Agreement or otherwise established now or hereafter by Operator regarding permissible or impermissible uses of or activities related to, the ISP Service.

2. General

A. This Agreement (and the Terms of Use) set forth the terms and conditions governing Operator's provision of the High Speed/Dial-up Service to Subscriber. No representation, warranty, term or condition, and no statements or agreements by any employee or agent of Operator, other than as specifically set forth in this Agreement, shall be binding on Operator. Each of Operator or Subscriber may terminate the High Speed/Dial-Up Service to Subscriber at any time for any reason, in its sole individual discretion.

B. The High Speed Service has maximum "throughput" limits (i.e., limits on the rate at which data may be sent to or received from the Subscriber at any time), as set forth in the price list and

Subscriber Materials for the High Speed Service.

C. Subscriber acknowledges and agrees that Operator shall have the right to monitor Subscribers "bandwidth consumption" (i.e. aggregate volume of data that may be sent or received) at any time and on an on-going basis, and to limit excessive bandwidth consumption by Subscriber (as determined by Operator) by any means available to Operator, including suspension or termination of High Speed Service.

D. Operator reserves the right to implement specific limits on the maximum amount of bandwidth consumption available to Subscriber per month for the level of High Speed Service subscribed for by Subscriber. Once such limits are implemented, if Subscriber exceeds the bandwidth consumption limits assigned to the level of High Speed Service for which Subscriber has subscribed in any month, Operator has the right to limit bandwidth consumption by Subscriber in excess of such level by any means available to Operator, including suspension of High Speed Service, and/or to impose additional fees and charges on Subscriber.

E. In addition to the foregoing, Operator shall have the right at any time to add to, modify or delete any aspect, feature or requirement of the High Speed/Dial-Up Service, including but not limited to content, equipment and system requirements. Operator shall have the right to add to, modify or delete any provision of this Agreement and/or any Terms of Use established by Operator and/or the Subscriber Privacy Notice at any time. An online version of this Agreement, the Terms of Use, and the Subscriber Privacy Notice, as so changed from time to time, will be accessible at <http://www.belco.bc.ca>. Operator will notify Subscriber of any significant change in this Agreement, the Terms of Use or the Subscriber Privacy Notice. Upon any such change, Subscriber's continued use of the ISP Service will constitute Subscriber's consent to such change. If Subscriber does not agree to any such change, Subscriber immediately shall stop using the High Speed/Dial

Up Service and notify Operator that he/she is terminating the subscription to the High Speed/Dial-Up Service.

F Subscriber represents and warrants that he/she is at least 18 years of age.

G. Subscriber is responsible in all respects (including payment obligations) for all use of Subscriber's account, including under any screen name, user name or password by any person, and all use by others of Subscriber's account is subject to the terms hereof and the Terms of Use. For the purposes of this Agreement, all use of Subscriber's account, whether or not authorized by Subscriber, shall be deemed Subscriber's use. Subscriber shall be responsible for protecting the confidentiality of Subscriber's passwords, and for ensuring that all use of Subscriber's account complies fully with the provisions of this Agreement and the Terms of Use.

H. Transfer of all or a portion of the account, the High Speed/Dial-Up Service or the Operator's Equipment by Subscriber to any other person or entity, or to a new residence or other location, is Prohibited.

### 3. Generally Prohibited Conduct.

You agree not to use, or allow Users to use, the CCCS Broadband Service, the CCCS Network, the Equipment or the Software:

A For any activity that violates any international, federal, state, agency, or local law or regulation or any person's rights, including, without limitation, by posting or transmitting child pornography or obscene material, by exporting software or technical information in violation of CANADIAN export control laws, or by accessing, using, copying, modifying, transmitting or downloading material in violation of the CANADIAN Copyright laws;

B For any fraudulent activity, including, without limitation, making fraudulent offers to sell or buy products or services, or advancing any type of financial scam;

C To post or transmit any information or material that: infringes any person's copyright, trademark, trade secret, patent or other proprietary rights; is defamatory, libelous, offensive, threatening, abusive, pornographic, sexually explicit, profane, or otherwise is unacceptable or inappropriate in CCCS's sole discretion; constitutes or encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates the law; contains a Virus or other harmful component; or is false;

D Use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs.

Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network.

Unauthorized port scanning, for any reason, is strictly prohibited;  
E To improperly interfere with, inhibit, degrade or restrict the use and operation of the CCCS

Broadband Service by others or CCCS's ability to deliver the CCCS Broadband Service to users and

to monitor the CCCS Network, including, without limitation, by:

(i) Sending excessive data transfers that exceed consumption limits that are now in place or

may be established in the future for the package or tier of service to which you subscribe;

(ii) Interrupting or interfering with the equipment, access, servers or CCCS Broadband Service

used by other users;

(iii) Disrupting the CCCS Network;

(iv) Failing to comply with any bandwidth, data storage, IP address or other use limitations

imposed on your use of the CCCS Broadband Service;

(v) Transmitting or disseminating any virus or feature harmful to the operation of any system,

equipment, service or software;

(vi) Modifying or altering in any manner any modem, or modem configuration, so as to allow

its use beyond the parameters outlined by the specific level of service to which You subscribe. This

section shall apply to both customer provided equipment as well as the Equipment.

F To send to a minor or obtain for any minor, or obtain access for any minor to, any material

that is harmful to minors;

G To run a server of any type in connection with the CCCS Broadband Service, or to provide

network or host services to others via the CCCS Network. Prohibited uses include, without limitation,

running servers for PPP, FTP, HTTP, DNS, POP, SMTP, NNTP, Proxy (any variety), DHCP, IRC, TELNET,

TFTP, SNMP and multi-user interactive forums, and remapping of ports for the purpose of operating

a server on the CCCS Network;

H To allow, enable, aid or assist, through action or inaction, directly or indirectly, any third

party to use your computer system, the CCCS Broadband Service or the CCCS Network for illegal

actions, actions that violate the Agreement and/or the Use Policy, or other actions deemed

unacceptable or inappropriate in CCCS's sole discretion, including but not limited to sending,

forwarding or relaying unsolicited commercial email or bulk e-mail;

I To permit your computer system, through action or inaction, directly or indirectly, to be configured in such a way that gives a third party the capability to use the CCCS Broadband Service and/or the CCCS Network for illegal actions, actions that violate the Agreement and/or

the Use Policy, or other actions deemed unacceptable or inappropriate in CCCS's sole discretion, including but not limited to sending, forwarding or relaying unsolicited commercial e-mail or bulk email;  
or

J To operate a WI-FI or other form of wireless network that allows others who are not in your household to use your CCCS Broadband Service.

#### Use of E-Mail

You agree not to use, or allow Users to use, the CCCS Broadband Service, the CCCS Network, the Equipment or the Software:

A To send bulk e-mail, whether of a personal or commercial nature, including, without limitation, bulk mailings of commercial advertising, informational announcements, charity requests, political or religious messages, and petitions for signatures, other than to those who have requested such e-mails via a confirmed opt-in subscription process maintained by You;

B To send e-mail or other messages to someone who has indicated that he or she does not want to receive messages from You;

C To collect or receive responses from unsolicited e-mail messages (even if such e-mail was sent from accounts on other Internet service providers or e-mail services) that violate the Agreement or this Use Policy or the terms of use under the other Internet service provider or email service from which it was sent;

D To conduct "mail bombings" (i.e., to send more than ten copies of the same or substantially similar message, or very large messages or files, with the intent of disrupting a server or account);

E To send or forward chain letters (whether or not the recipient requests it);

F To harvest e-mail addresses or personal information of other CCCS subscribers or the subscribers of any other network;

G To use any CCCS Broadband Internet Service subscriber's computer as a mail relay or another Internet site's server to relay mail without the express permission of the owner of that Internet site;

H To reveal to others your e-mail password or your user name or reveal the e-mail password

or user name of other users of the CCCS Broadband Service;

J To send e-mail that does not originate from the CCCS Network but attempts to direct

recipients via a link or otherwise to an Internet site on the CCCS Network.

Criminal or Civil Liability

Violations of this Use Policy may result in criminal or civil liability or both. CCCS will

investigate incidents involving violations of this Use Policy and will cooperate with law enforcement

agencies if a criminal violation is suspected. Indirect or attempted violations of this Use Policy, and

actual or attempted violations by a third party on behalf of a CCCS subscriber or a subscriber's

end user, shall be considered violations of this Use Policy by such subscriber or end user.

Other Activities

Whether lawful or unlawful, CCCS reserves the right to determine what is harmful to its

customers, operations or reputation, including any activities that restrict or inhibit any other user

from using and enjoying the CCCS Broadband Service or the Internet.

CCCS reserves the right, in its

sole discretion, to disconnect service immediately upon detection of activities deemed harmful to

the CCCS Network or CCCS's customers, affiliates or agents.

#### 4. Charges

A. Subscriber agrees to pay Operator for his/her subscription to the High Speed/Dial-Up

Service and for all use of Subscriber's account, including applicable charges for installation, if any,

and all applicable province and federal taxes. Charges for the High Speed/Dial-Up Service are set

forth on a separate price list of which Subscriber hereby acknowledges receipt. Both the amounts

and the types (e.g., periodic, time-based, use-based) of charges for the High Speed/Dial-Up

Service are subject to change. Recurring monthly High Speed/Dial-Up charges will be billed

monthly in advance. Charges based upon actual use of the High Speed/Dial-Up Service will be

billed in the next practicable monthly billing cycle. All charges are payable on the due date

specified on the bill.

B. An administrative late charge may be charged on High Speed/Dial-Up Service accounts

that are past due. Payment for the High Speed/Dial-Up Service must be received by Operator on

or before the due date stated on the monthly bill. If payment is not received by 60 days the Operator can and will disconnect the subscribers service. Failure to deliver payment by the due date is a breach of this Agreement. Subscriber agrees that each individual non-payment causes Operator to suffer damages in an amount that is difficult to ascertain with certainty. Operator has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a \$30.00 re-hook fee if Subscriber is disconnected. Operator reserves the right to change the late fee amount at any time in the future upon notice to Subscriber of the new amount.

C. Once Subscriber's account or any other account of Subscriber with Operator is past due, Operator may terminate High Speed/Dial-Up Service to Subscriber without notice.

D. If Subscriber's account is past due and Operator sends a collector to the Subscriber's

premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list or can be provided on request.

E. If Subscriber discontinues the High Speed/Dial-Up Service or the High Speed/Dial-Up Service to Subscriber is discontinued for any reason including nonpayment, Subscriber may be required, in addition to payment of all outstanding balances on all accounts with Operator, to pay a reconnect charge or trip charge (where applicable) before reconnection.

F. Operator may verify Subscriber's credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Subscriber's credit standing. Regardless of credit standing, Operator may require a bank or credit card or account debit authorization from Subscriber.

G. Operator may charge a service fee for all returned checks and account debit, bank card or charge card chargeback's.

H. Subscriber will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by Operator in collecting any amounts due under this Agreement and unpaid by Subscriber.

I. Regardless of whether Operator is billing for the basic High Speed/Dial-Up Service,

Operator may require submission of a bank or credit card or account debit authorization or other assurance of payment from Subscriber. Operator may bill any bank or credit card submitted by Subscriber or utilizes any other means of payment available to Operator for any past due amounts payable to Operator hereunder.

5. Installation: Equipment and Cabling

A. The installation services and related equipment that will be available from Operator for a standard installation are as described in Operator's list of charges. Other services that may be available from Operator at additional charges for a non-standard installation are also described in Operator's list of charges. Operator authorizes Subscriber to make any preparations to the premises

necessary for the installation, maintenance or removal of equipment.

B. Any equipment provided by Operator to Subscriber (other than any Network Interface

Card ("NIC") installed in the Computer) will be considered "Operator Equipment" and will be

subject to Section 4(g) below. Any cabling installed by Operator will remain the property of

Operator except as otherwise required by applicable law.

C. Operator will have no obligation to install, support, maintain, repair or replace (x) any

Computer; or (y) any cable modem or cabling or other equipment that is not Operator Equipment.

Operator will not support, repair, replace or maintain any NIC, regardless of whether provided and installed by Operator.

D. Operator and its authorized agents may enter Subscriber's premises and have access to

Subscriber's Computer(s) periodically during the term of this Agreement and after its termination to

install, connect, inspect, maintain, repair, replace or alter the Operator Equipment, or to

disconnect and remove the Operator Equipment.

E. Operator shall have the right to upgrade, modify and enhance High Speed/Dial-Up

equipment from time to time through "downloads" from the network or otherwise. Without limiting

the foregoing, Operator may, at any time, employ such means to limit the throughput available

through individual cable modems.

F. If Subscriber is not the owner of the premises upon which the Equipment is to be installed,

Subscriber warrants that he/she has obtained the consent of the owner of the premises for

Operator personnel and/or its agents to enter the premises for the purposes described in Section 4.

Subscriber shall indemnify and hold Operator harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

6. Operator Equipment and Cabling

A. The Operator Equipment is and at all times shall remain the sole and exclusive personal property of Operator, and Subscriber shall acquire no interest therein by virtue of the payments provided for herein or the attachment of any portion of the Equipment to the Subscriber's residence or otherwise.

B. Subscriber will not open, alter, misuse, tamper with or remove the Operator Equipment as and where installed by Operator, and will not remove any markings or labels from the Operator Equipment indicating Operator ownership or serial or identity numbers. Subscriber will safeguard the Operator Equipment from loss or damage of any kind and will not permit anyone other than an authorized representative of Operator to perform any work on the Operator Equipment.

C. Upon termination of the High Speed/Dial-Up Service to Subscriber, for whatever reason, Subscriber acknowledges that his/her right to possess and use the Operator Equipment shall likewise terminate. In such event, the Operator Equipment shall be returned to Operator in the same condition as when received, ordinary wear and tear accepted. Subscriber will promptly return the Operator Equipment or notify Operator to schedule retrieval by Operator. If Subscriber does not promptly return the Operator Equipment or schedule retrieval, Operator may enter any premises where the Operator Equipment may be located for the purpose of disconnecting and

retrieving the Operator Equipment. Failure of Operator to remove its Operator Equipment shall not be deemed abandonment. Subscriber will pay the expense incurred by Operator in any retrieval of the unreturned Operator Equipment from Subscriber. Operator may charge Subscriber a continuing monthly fee until any remaining Operator Equipment is returned, collected by Operator or fully paid for by Subscriber.

D. If the Operator Equipment is damaged, destroyed, lost or stolen while in Subscriber's possession, Subscriber shall be liable for the cost of repair or replacement of the Operator

Equipment. If the Operator Equipment is not returned to or retrieved by Operator upon termination of the High Speed/Dial-Up Service, Subscriber will pay Operator, on demand, the amount specified in the then-current price list for the replacement cost of the Operator Equipment without any deduction for depreciation, wear and tear or the physical condition of such Operator Equipment.

Subscriber agrees that if he/she fails to return the Operator Equipment, Operator can charge Subscriber's credit card for the amounts described, in addition to any other remedies or collection efforts. If Operator is charging a security deposit, the obligations of Operator regarding such security deposit shall be governed by the terms of the deposit receipt provided by Operator to Subscriber at the time the deposit is collected.

E. Upon termination of the High Speed/Dial-Up Service, subject to applicable law and regulation, Operator may, but shall not be obligated to, remove any cabling installed by Operator on Subscriber's premises.

#### 7. Subscriber Conduct

The High Speed/Dial-Up Service as offered and provided under this Agreement is a residential service offered for personal, non-commercial use only. Subscriber will not resell or redistribute (whether for a fee or otherwise) the High Speed/Dial-Up Service, or any portion thereof, or otherwise charge others to use the High Speed/Dial-Up Service, or any portion thereof.

Subscriber agrees not to use the ISP Service for operation as an internet service provider, for the hosting of websites or for any enterprise purpose whether or not the enterprise is directed toward making a profit.

#### 8. Review and Enforcement

A. Operator may suspend Subscriber's account, or cancel Subscriber's account without prior notification if Operator determines in its discretion that Subscriber has violated this Agreement or any of the Terms of Use. Operator reserves the right to suspend or terminate the High Speed/Dial-Up Service to Subscriber for a single violation of this Agreement or the

Terms of Use. If Subscriber's account is suspended, Subscriber will not be charged for that period of time. If Subscriber's account is canceled, Subscriber will be refunded any pre-paid fees minus any amounts due Operator.

B. Subscriber agrees that Operator shall have the right to take any action that Operator

deems appropriate to protect the High Speed/Dial-Up Service or Operator's facilities and Operator Equipment.

9. Support: Service and Repairs

Operator will repair damage to or, at Operator's option, replace Operator Equipment, and otherwise attempt to correct interruptions of the High Speed/Dial-Up Service, due to reasonable Operator Equipment wear and tear or technical malfunction of the system or network operated by Operator, at Operator's expense. The Subscriber Materials contain details on contacting CCCS for this support. CCCS has no other responsibility for support, maintenance or repair of any equipment, software or service. For assistance with other technical problems, Subscriber should refer to the Subscriber Materials or the support area of the High Speed/Dial-Up Service. If any other support services are available from Operator, such services will be at additional charges as described in Operator's price list.

10. Service Interruptions

Force Majeure (Greater Force) Except as otherwise legally required, Subscriber is entitled

to a prorated credit upon request only in the event of complete failure of the High Speed/Dial-Up Service due to technical malfunction of the system or network operated by Operator for twenty-four

(24) consecutive hours or more. To qualify for an adjustment, Subscriber must request a credit from Operator within thirty (30) days of the failure. Such a credit will be refunded on the next practicable bill for the High Speed/Dial-Up Service issued by Operator to Subscriber. The Operator

Parties shall have no liability, including as set forth in this Section 9, for interruption of the High Speed/Dial-Up Service due to circumstances beyond its control, including without limitation, acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather. Operator is only obligated to provide the above-referenced credits if Operator is billing Subscriber for the High Speed/Dial-Up Service at the time of the outage.

11. Indemnification

Subscriber agrees to defend, indemnify and hold harmless the Operator from and against

any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in

any way to the use of the High Speed/Dial-Up Service by Subscriber or otherwise arising out of the use of Subscriber's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Operator to Subscriber.

#### 12. Entire Agreement

This Agreement, the accompanying work order and any Terms of Use or other rules now or hereafter specified by Operator for the High Speed/Dial-Up Service constitute the entire agreement between Operator and Subscriber with respect to the subject matter hereof, and supersedes all previous written agreements. Use of the High Speed/Dial-Up Service shall constitute acceptance of the terms and conditions herein.

#### 13. Term

This Agreement will remain in effect until terminated by either party or superseded by a revised Subscription Agreement.

#### 14. Consent to Electronic Notice

Unless otherwise specified, all notices required or contemplated hereunder will be provided by Operator by such means as Operator shall determine in its discretion. Without limiting the foregoing, Subscriber agrees that Operator may provide any notices required or contemplated hereunder or by applicable law, including without limitation notice of changes to this Agreement, the Terms of Use or the Privacy Notice, by electronic means (e.g., email or online posting).

#### 15. Waiver

Failure by Operator to enforce any of its rights hereunder shall not constitute a waiver of any such rights. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.