

1. By signing this agreement or by utilizing Americable's internet services, you are hereby accepting this agreement and agreeing to abide by its terms and conditions and any amendments. If you do not accept this agreement, you should not utilize these services.
2. The terms and conditions relating to this service may be amended from time to time and will be posted on Americable's website. If you continue to use this service after new conditions have been posted, it shall constitute acceptance of the terms. If you do not accept the changes, you must terminate the service within 30 days of the notice being posted.
3. Americable will provide one modem or home networking gateway, if home networking service is subscribed to, for an internet connection to your home computer or network device to be installed by Americable, its contractor, or you. Any equipment provided by Americable to the customer will be considered Americable equipment. Any cabling installed by Americable remains the property of Americable except as otherwise required by applicable law. Americable will have no obligation to install, support, maintain, repair or replace any computer, network interface card, router, cable modem, cabling or other equipment that is not Americable equipment.
4. Customer will not open, alter, misuse, tamper with or remove Americable's equipment. Customer will not remove any markings or labels from the equipment indicating ownership, serial or identifying numbers. Customer will safeguard the equipment from loss or damage of any kind and will not permit anyone other than an authorized representative of the company to perform any work on the equipment (except for any self installation procedures approved by Americable). Upon termination of the service to customer, for whatever reason, the customer acknowledges that his/her right to possess and use the equipment shall likewise terminate and the equipment shall be returned to Americable in the same condition as when received, excepting ordinary wear and tear. Customer will promptly return equipment or notify Americable to schedule retrieval by Americable. If customer does not return the equipment promptly or schedule retrieval, Americable or its contractor may enter any premises where the equipment may be located for the purpose of disconnecting and retrieving the equipment. If the equipment is damaged, destroyed, lost or stolen while in customer's possession, customer shall be liable for the cost of repair or replacement of the equipment.
5. CUSTOMER UNDERSTANDS THAT THE INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF THE SERVICE, AND EQUIPMENT MAY RESULT IN DAMAGE TO THE CUSTOMER'S COMPUTER OR OTHER HARDWARE, INCLUDING SOFTWARE AND DATA FILES STORED THEREON. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES. NEITHER AMERICABLE NOR CONTRACTOR SHALL HAVE ANY LIABILITY, AND EACH EXPRESSLY DISCLAIMS ANY RESPONSIBILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, HARDWARE, DATA OR FILES.

### **Home Networking Service**

6. Customers subscribing to Americable Home Networking Service are subject to this agreement as well as the "Americable Home Networking Service Policy". Please refer to the Americable Home Networking Service Policy for additional information on Americable Home Networking Service.

### **Bandwidth, Data Storage and Other Limitations of Service**

7. Subscriber acknowledges and agrees that Americable shall have the right to monitor subscriber's Data 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 Data consumption by subscriber (as determined by Americable) by any means available to Americable, including suspension or termination of Internet service. Americable has determined that excessive bandwidth consumption is considered to be

anything exceeding the allowable monthly over usage thresholds per month of aggregate volume of data that has been sent or received by the customer as outlined in paragraph 9..

8. Americable reserves the right to implement specific limits on the maximum amount of data consumption available to subscriber per month for the level of service subscribed to by the subscriber. If subscriber exceeds the data consumption limits assigned to the level of service for which subscriber has subscribed in any month, Americable has the right to limit data consumption by subscriber in excess of such level by any means available to Americable, including suspension of service, and/or to impose additional fees and charges on subscriber. Americable will send a notification email regarding usage once the subscriber has reached 50% of their monthly allowable data and again at 75% of their monthly allowable data. Once the subscriber has exceeded the maximum allowable data for the subscribed package, Americable will send a third email to inform the subscriber that we have extended the customers limit by 50 Gigabytes for a fee of \$10. Each successive 50 Gigabyte extension of the limit will also be billed at the rate \$10.00 above the allowable per month service offering as outlined in paragraph 9.

9. Allowable monthly cable modem over usage thresholds:

Diamond	-Unlimited
Platinum	-500 Gigabytes
Gold	-400 Gigabytes
Silver	-300 Gigabytes

10. THIS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AMERICABLE DOES NOT WARRANT THAT THE SERVICE (I.) WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR (II.) THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS OR (III.) THE SERVICE WILL MEET YOUR REQUIREMENTS. AMERICABLE DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO CONNECT AT YOUR MODEM'S MAXIMUM CONNECTION SPEED DUE TO ANY LIMITATIONS OF SERVICE. NO ADVICE OR INFORMATION GIVEN BY ACT, ITS AFFILIATES, LICENSEES CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS SHALL CREATE A WARRANTY.

11. This service is for your personal use only. Customer represents and warrants that he/she is at least 18 years of age. The service is provided to the site initially selected by you. You may not transfer the service to another site without Americable's prior written consent. You agree to use the service for your personal interests and not professional or business, engage in the sale of goods or services or solicit funds. You agree to publish only personal home pages on Americable's web hosting service. In the event you violate any of these provisions you may be charged the additional cost you would have incurred if you had secured an Americable Business account.

12. You may not use any service offered by Americable to provide Internet access to others through your connection, host shell accounts, provide email or news services to others.

13. Customer agrees to pay Americable for his/her subscription to the service and for all use applicable charges for installation and other related fees. Charges for the service are set forth on a separate price list and posted on the Americable web site. Postings on the Americable web site may change such

charges from time to time. If you do not want to keep the service because of the changes made, you may terminate your service at any time. You shall be obligated for the monthly charge in which the termination becomes effective. All monthly charges are payable one month in advance. In your registration information, you may decide to pay the monthly charges with a credit card and authorize Americable to automatically charge your credit card account each month for monthly charges. If you fail to pay the monthly charges by the due date listed on your bill, Americable will, at its discretion, impose a late fee and/or disconnect the service. A reconnect fee will be charged to resume service. Americable will also charge a service fee for all returned checks and bank card or credit card charge backs. (Refer to our rate card for appropriate charges).

14. As part of its service, Americable provides up to five e-mail addresses and 500Mb of storage space for creating your personal web page. You are solely responsible for any information that you publish on your personal website. You must ensure that the intended recipient of the content is appropriate. Americable reserves the right to remove or refuse to post any information or materials, in whole or in part, that it, in its sole discretion deem to be inappropriate regardless of whether such material or its distribution is unlawful. 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. Americable shall have the right, but not the obligation, to review the content on public areas of the service, in order to determine compliance with this agreement and the terms of use. Americable will repair, replace equipment or otherwise attempt to correct interruptions of the service, due to reasonable Americable equipment wear and tear or technical malfunctions of the network system operated by Americable, at the company's expense. The customer materials contain details on contacting Americable for support. Americable has no other responsibility for support, maintenance or repair of equipment, software or service, whether provided by the, a third party or the customer. For assistance with other technical problems, if support services are available from Americable, such services will be at additional charge based on an hourly tech support rate. FOR GENERAL INFORMATION ABOUT SERVICES OR CUSTOMER SUPPORT CONTACT US AT 241-2288 or by email at support@americablejapan.com.

### **Vacation & Deployment Service Suspension Policy**

15. Subscriber may suspend their Internet services while they are on vacation and/or deployment provided they meet ALL of the criteria below:

1. They are going to be away for a minimum of two weeks and not more than 6 months.
2. They are a current "Auto CCE" customer whose credit card on file has at least 6 months remaining prior to expiration.
3. Their account is in good standing.

Americable will suspend the customer's services without them having to return the equipment to the office or place a deposit for their cable modem. For more details please refer to the "Americable Vacation & Deployment Service Suspension Policy".

16. This agreement is your entire agreement with Americable and is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this agreement. This agreement is, and shall be interpreted as, subject to applicable law and regulation and to any applicable franchise agreement between a governmental authority and Americable. In the event that any portion of this agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth herein, and the remainder of this agreement shall remain in full force and effect. Failure by Americable to enforce any of its rights hereunder shall not constitute a waiver of any such right. 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.



# USER AGREEMENT FOR INTERNET SERVICE

**Americable International, Inc.**

**Customer**

\_\_\_\_\_  
Authorized Signature – Employee/Agent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Installation date