

AGREEMENT

This agreement ("Agreement") is between you ("you" or "your") and Brasada Ranch Utility, LLC ("BRU") (collectively the "Parties" and each separately a "Party").

I. General Terms And Conditions

1. Effective Date. You accept this Agreement by using the Services or by indicating your acceptance to BRU through the registration process. The date of your acceptance is the effective date ("Effective Date") of this Agreement.

2. Definitions.

- a.** The "Charges" are those rates and other assessments billed by BRU to you for the Services and Equipment and anything related to them. Charges include but are not limited to: installation charges; Service charges; Equipment charges; maintenance charges; government taxes, fees or related payment obligations; third-party charges; charges not covered by your monthly plan (such as operator services, per-call, or international calls); regulatory recovery fees for assessments imposed on BRU, including, but not limited to universal service, telecommunications relay services, rights-of-way access, and E911; and any charges, fees and taxes that become applicable retroactively. Rate information, is available at www.brasadautility.com ("BRU Website") and is incorporated into this Agreement.
- b.** The "Customer Equipment" is all hardware used to receive the Services that does not meet the definition of Equipment below. Customer Equipment includes the ONT/NID device. Customer Equipment is your property and your responsibility. BRU may inform you of specific Customer Equipment that you need to purchase or obtain from a third party to use the Services, if any. Customer Equipment must meet all BRU requirements.
- c.** The "Equipment" is all devices installed, provided or leased to you by BRU or its agents, including but not limited to cabling or wiring and related electronic devices installed outside the Premises and anything specifically identified as Equipment by BRU. The ONT/NID device is not Equipment.
- d.** The "Inside Wiring" is cable, wiring and outlets installed within the Premises.
- e.** The "Invoice" is the list of Charges that BRU will send you each month. The Invoice may also contain information related to the Service, such as changes in the Service or Equipment.
- f.** The "Premises" is the location identified on your Subscription Form where BRU agrees to provide you with Services. -2- SEADOCS:397849.7
- g.** The "Services" are the communications services listed on your Subscription Form.
- h.** The "Subscription Form" is the document that BRU sends to you when you initiate Service with BRU (or when there are changes to your Service) that lists

the Services you will receive and related information. The Subscription Form is not an Invoice but may be included with your Invoice.

3. Services, Charges and Billing.

- a.** Subject to the terms of this Agreement, BRU will provide you with the Services listed in your Subscription Form and with the Equipment. You agree to pay for those Services and Equipment as provided in this Agreement.

- b.** BRU will provide the Services and Equipment to you on a month-to-month or longer term basis (as provided in the Subscription Form, which is incorporated into this Agreement) and will bill you monthly, in advance. You will pay all Charges listed in the Invoice that BRU sends to you. You must pay the Charges in full within the time frame indicated in the Invoice. BRU may, at its option, reject any partial payments as a breach of this Agreement or may apply any partial payments to the outstanding charges in the amounts and proportions that BRU deems acceptable. BRU's acceptance of a partial payment does not waive its rights to collect the full balance of the Invoice. Measured calls (if applicable to your Service) are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

- c.** BRU may assess a late fee if you pay late or if you pay less than the full amount of the Invoice. Interest on late payments will be 1.5% per month. If BRU incurs costs when attempting to recover payments due from you (such as collection agency costs), you will pay all collection costs incurred by BRU, including but not limited to any collection agency's fees, reasonable attorneys' fees, and court costs. BRU may suspend or disconnect any or all the Services if you pay an Invoice late or refuse to pay. BRU will comply with applicable laws on suspension and disconnection. BRU may allow you to reconnect service, in which case you will pay a reconnection fee and possibly other fees in addition to all past due charges and other fees. You authorize BRU to make inquiries regarding your credit status and disclose this information to third parties as necessary to protect BRU's interests. You will provide information requested by BRU to facilitate the credit inquiry. You have thirty (30) days from the date of the Invoice to raise any objections or rights you claim (such as billing credits) in connection with the Invoice. After that period expires, you waive all your rights regarding the Invoice.

- d.** If you pay your bill to BRU by check, and your check is returned to BRU unpaid, you agree to pay a returned check fee of \$25 plus the original amount of the bill to BRU upon demand.

e. If BRU permits you to pay by credit card, and you provide a credit card number to BRU, you thereby authorize BRU to charge that credit card for all amounts payable by you to BRU. You also authorize BRU to continue such charges until you notify BRU in writing that you are withdrawing this authorization. Your withdrawal of authorization will take effect once BRU bills your credit card for amounts due as of the date that your authorization withdrawal is received by BRU, unless BRU informs you that it will seek payment from you by other means, in which case your withdrawal is effective on the date that BRU so notifies you. If credit card issuer or its agents do not pay BRU in a time or manner acceptable to BRU, BRU will notify you of that fact, and you will then pay BRU all amounts due upon demand.

4. Changes To This Agreement. BRU may change the prices, fees, the Services, the Equipment and/or the terms and conditions of this Agreement at any time. All changes are incorporated into this Agreement and will be effective immediately or as of the listed effective date, if one is indicated. Unless this Agreement specifies otherwise, BRU will post notice of changes on the BRU Website. If you do not agree to the change, you may cancel your Service unless you have a long term Agreement ("Long Term Agreement"), which is a Subscriber Agreement with a term longer than month-to-month. You will be deemed to have accepted the change if you do not notify BRU of your cancellation within seven days after the notice appears on the BRU website. You may not modify this Agreement unilaterally.

5. Premises Access. BRU may access and enter the Premises to install, configure, maintain, inspect, upgrade, replace and remove the Services or Equipment. You warrant that you are either the owner of the Premises or that you have the authority to give BRU access to the Premises. BRU will give you advance notice that it needs to enter the Premises.

6. Maintenance And Ownership Of Equipment, Customer Equipment and Inside Wiring.

a. All Equipment belongs to BRU or other third parties. You may only use the Equipment for the Services provided under this Agreement. BRU may remove or change the Equipment at BRU's discretion at any time. Only BRU or its agents may access or service the Equipment. You are responsible for loss, repair, replacement and other costs, damages, fees and charges related to the Equipment. BRU is not responsible for any equipment, software or services it does not provide. You agree that BRU may recover damages from you for tampering with any Equipment or BRU's network. You are liable for all authorized and unauthorized Service use and you will notify BRU as soon as you learn about any unauthorized use of the Service or Equipment within the Premises.

b. You agree to give BRU access on demand to the Inside Wiring and the Customer Equipment, which specifically includes permitting BRU to access and program the ONT/NID without restrictions.

c. You may install Inside Wiring, provided it does not interfere with the operations of the Service or Equipment. BRU may install Inside Wiring, at an additional cost to you. The Inside Wiring belongs to you, and you are responsible for its maintenance.

d. You have the right to make reasonable service and maintenance calls (a "Service Call") to request correction of problems with the Services at no additional cost to you, except as provided below. If you make a Service Call, and BRU determines that the problem is due entirely or in part to the Inside Wiring, Customer Equipment, your negligence or lack of knowledge, your software or any problem not caused by BRU, you agree to pay BRU for the cost of repair. In some cases, BRU may decline to undertake the repair. You understand that BRU has no liability for the failure or malfunction of the Inside Wiring or Customer Equipment. BRU will repair Inside Wiring or Customer Equipment at your cost at BRU's discretion. You must comply with the following procedures when making a Service Call:

- Contact BRU customer service at 541.323.6099 during normal business hours. At that time, a BRU Customer Service Representative (CSR) will attempt to determine the nature of the problem and to solve it. If the problem cannot be resolved during the call, the CSR will schedule a service technician to visit your home, usually by the next business day. BRU does not charge for Service Calls if BRU Equipment solely caused the problem.
- If you do not call during normal business hours, leave a complete message including your name, address, work and home telephone numbers and the nature of the problem. When possible, BRU will dispatch a Service Technician by the next business day to fix the problem.
- BRU makes no guarantee that your concerns or any issues with the Service, Equipment or anything else will be resolved in a particular time frame. Emergencies such as fallen trees or utility poles, violent storms or cold weather may interfere with the Services. BRU crews are promptly dispatched to correct emergencies. It may take several days to resume Services to the entire area.

7. Use Of Services. You agree that the Services and the Equipment will be used only by you and the members of your immediate household living with you at the Premises and only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by BRU in writing. You may not use the Service or Equipment for operation as an Internet service provider, a server site, e-mail hosting, "Web hosting" or other similar applications, auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. You will not use the Equipment at any time at an address other than the Premises. You will not resell or permit resale of the Services. You will not use or permit use of the Equipment or the Services, directly or indirectly, for any unlawful purpose or in violation of any posted BRU policy or this Agreement. The Acceptable Use Policy ("AUP Policy") and other policies are posted on the BRU Website and are incorporated into this Agreement.

The AUP Policy contains additional restrictions on your use of the Services and Equipment. BRU may modify the AUP Policy and other policies from time to time. You should consult the AUP Policy and all posted policies regularly and conform to the most recent version. BRU may limit or block your use of the Services as it deems appropriate.

8. Termination Of This Agreement. This Agreement will be in effect from the Effective Date until it is terminated as provided for by this Agreement.

a. Termination by You. Unless you have agreed to a Long Term Agreement, you may terminate this Agreement for any reason at any time by notifying BRU by ending a written notice or email at the address listed in this Agreement or by calling BRU at the telephone number provided in this Agreement for inquiries. All applicable fees and charges accrue until this Agreement has terminated, the Services have been disconnected, and all Equipment has been returned by you to BRU. If you agreed to a Long Term Agreement the Agreement will either (1) expire when that term ends (if you have given BRU 30 days advance written notice of your desire to terminate service) or (2) continue on a month-to-month basis. You have no rights of early termination of a Long Term Agreement under any circumstances (including breach of this Agreement by BRU), although BRU may agree to terminate your Long Term Agreement at BRU's sole discretion.

b. Suspension and Termination by BRU. BRU may, subject to applicable law, immediately and without notice terminate or suspend the Agreement and the Services and exercise any other remedies under this Agreement if BRU determines that you are violating this Agreement, that there is an emergency situation that requires such actions, or if BRU believes it is appropriate in BRU's sole discretion.

c. Your Obligations upon Termination. Upon termination of this Agreement you will cease all use of the Services and all Equipment; pay in full for your use of the Services up to the date that this Agreement has been terminated and the Services are disconnected; and within ten (10) days of the date on which Services are disconnected, you will return all Equipment to BRU at the address in Section 14. Equipment must be in working order and have only normal wear; otherwise you will pay BRU the retail cost of the Equipment.

9. Limited Warranty. THE EQUIPMENT AND THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BRU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE EQUIPMENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

10. Limitation Of Liability.

a. Customer Equipment. CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, REPAIR, AND REMOVAL OF EQUIPMENT AND THE SERVICES. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER BRU NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY BRU, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS, BRU WILL PAY AT BRU'S SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP TO A MAXIMUM OF \$100. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY FOR THIS DAMAGE. BRU MAY NEED TO OPEN YOUR COMPUTER OR OTHER DEVICES IN CONNECTION WITH INSTALLATION OF THE SERVICES OR EQUIPMENT, WHICH MAY VOID THE WARRANTY FOR YOUR COMPUTER OR DEVICES. BRU, ITS EMPLOYEES, AFFILIATES, SUPPLIERS, CONTRACTORS AND AGENTS HAVE NO LIABILITY BASED ON VOIDING OF ANY WARRANTIES.

b. Other Services or Equipment. YOU WAIVE ALL CLAIMS AGAINST BRU FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE EQUIPMENT OR THE SERVICES AND ANY OTHER NON-BRU SERVICE, SYSTEMS, OR EQUIPMENT. YOUR SOLE REMEDY FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY IS TO TERMINATE THE SERVICES.

c. Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons or property. These activities may include, without limitation, vital business or personal communications or activities where absolutely accurate data or information is required. You assume the risks of any damages resulting from these activities. BRU is not liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by any circumstances. BRU may interrupt the Services for any reason, including for maintenance purposes. You may request a pro rata credit for any Service interruption (not involving maintenance) within 30 days of the interruption (not involving maintenance). BRU may provide a credit at its discretion. BRU IS NOT LIABLE FOR ANY INABILITY TO DIAL 911 USING THE SERVICES, INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL, OR FOR FAILURE OF COMMUNICATIONS OR DIALING ASSOCIATED WITH SECURITY AND ALARM SYSTEMS.

d. Directory Listings. BRU may at its option include your name, address and telephone number in a directory. BRU and its affiliates, suppliers, employees, agents or contractors assume no liability for directory information (including accuracy), and you waive the right to pursue claims against them.

e. Third Parties. BRU may work with third parties to assist with providing the Service or Equipment. BRU is not responsible to you for the acts or omissions of these third parties. They do not act as the agent for BRU unless BRU has informed you otherwise. BRU is not bound by third party, agent or employee representations unless contemplated by this Agreement. BRU does not endorse or warrant any third-party products, services or content that are distributed or advertised over the Services. There are no third-party beneficiaries to this Agreement.

f. Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER BRU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR THE SERVICES, SERVICE OR EQUIPMENT INSTALLATION OR ALLEGED INTELLECTUAL PROPERTY RIGHTS VIOLATION.

g. Customer's Sole Remedies. This Agreement contains your sole and exclusive remedies against BRU.

h. Restrictions. YOU MUST CONTACT BRU WITHIN SIXTY (60) DAYS OF ANY EVENT OR FACTS GIVING RISE TO A DISPUTE UNDER THIS AGREEMENT (EXCEPT FOR DISPUTES THAT ARE SUBJECT TO OTHER SPECIFIC RESPONSE PERIODS LISTED IN THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.

i. Survival of Limitations. All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

11. Indemnification And Liability Of Customer. YOU WILL INDEMNIFY BRU, BRU'S DIRECT AND INDIRECT PARENT AND AFFILIATED ENTITIES, AND ALL OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY THE "INDEMNIFIED PARTIES"), AND SHALL REIMBURSE THE INDEMNIFIED PARTIES FOR ANY DAMAGES OR LOSSES THEY INCUR (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS OF SUIT) THAT ARISE OUT OF OR IN CONNECTION WITH: (1) YOUR USE OF THE SERVICE OR THE EQUIPMENT; (2) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND

PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR EQUIPMENT; (3) YOUR ACTIONS RELATED TO THIRD PARTIES THAT RESULT IN CLAIMS AGAINST THE INDEMNIFIED PARTIES; (4) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT, INCLUDING ANY BRU POLICIES. BRU RETAINS ALL RIGHTS IN LAW AND EQUITY AND ELSEWHERE IN THIS AGREEMENT AS ADDITIONAL REMEDIES.

12. Applicable Law. This Agreement is governed by Oregon law. Any dispute between the parties must be brought in the federal or state courts located in Crook County, Oregon.

13. General.

a. Entire Agreement. This Agreement and any other documents incorporated by reference constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and they replace any and all prior written or verbal agreements. If 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 the provisions shall remain in full force and effect. Neither the course of conduct between the Parties nor trade practice shall modify any provision of this Agreement. You may not amend or modify this Agreement with any restrictive endorsements, releases, or other statements on or accompanying checks or other payments accepted by BRU.

b. Additional Representations and Warranties. In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that you are at least 18 years of age and that you have provided and will (upon request) provide to BRU information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including information provided when authorizing recurring payments), and will notify BRU if there is any change in the information that you have provided to BRU.

c. Information Provided to Third Parties. You assume all privacy, security and other risks associated with providing personally identifiable information to third parties via the Services.

d. Privacy and CPNI Policies. BRU's Privacy Policy and Customer Proprietary Network Information Policy are posted at the BRU Web Site and are incorporated into this Agreement.

e. Assignability. You may not assign this Agreement, the Services or the Equipment. BRU may assign its rights and obligations under this Agreement at any time with or without notice to you, in compliance with applicable law.

f. Revocable License. The Services and Equipment, including but not limited to any firmware or software embedded in the Equipment or used to provide the Services, are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software strictly in accordance with and for the

purposes of this Agreement. You will use the Equipment exclusively in connection with the Services. You will not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

g. Protection of Marks. All Service information, documents, and materials on BRU Web sites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All Web sites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of BRU and its affiliates are and shall remain the exclusive property of BRU. Nothing in this Agreement grants you a license to use any of the Marks.

h. Effect of Termination on Data and Your Phone Number. Upon termination of this Agreement for any reason, BRU may delete all your data, files, electronic messages or other information in BRU's possession. If you cancel your Service without porting your voice service and the telephone number to another service provider, you will forfeit the telephone number. BRU has no liability for the loss of any of the foregoing.

14. Notices. All notices to BRU must go to 16989 SW Brasada Ranch Rd., Powell Butte, OR 97753. BRU's email address is bru@brasadautility.com, and the telephone number is 541.323.6099. BRU will send all notices to you at the address associated with your account. Notice may be by email or physical delivery and is effective upon receipt.

15. IP Addresses. You will not alter, modify, or tamper with IP address(es) the BRU assigns to you or any other customer. If applicable, BRU will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated. Your use of the Services does not give you any ownership or other rights in any Internet addresses provided to you. BRU may modify or change these addresses at any time without notice.

16. Internet Access. BRU has no responsibility for anything you access over the internet. BRU is not liable for unauthorized access by third parties to information you transmit over the internet or to your computer. You are solely responsible for the security of your computer and any other equipment you use with the Service.

17. Force Majeure. BRU is not responsible for violations of this Agreement due to forces beyond its control.

ACCEPTABLE USE POLICY

This Acceptable Use Policy (the "AUP Policy") describes your permitted use of the Service and Equipment. All capitalized terms used in this AUP Policy that are not defined here have the meanings given to them in your Subscriber Agreement with BRU. You and all others using your Service or Equipment must comply with this AUP Policy. Your failure to comply with this AUP Policy (knowingly or unknowingly) could result in the suspension or termination of your Service account and possible liability to BRU for damages. If you do not agree to comply with this AUP Policy, you must immediately stop use of the Service and notify BRU. The Subscriber Agreement contains other limitations and provisions regarding the Service and Equipment so you should review it as well.

Changes to this AUP Policy. BRU may revise this AUP Policy from time to time by posting a new version on the Web site at the BRU Web Site. You should read any BRU announcements you receive and regularly visit the BRU Web site and review this AUP Policy to ensure that your activities conform to the most recent version. You can send questions regarding this AUP Policy to the email address in Section 14 of the Subscriber Agreement.

Prohibited Uses and Activities. You may not use the Service or Equipment in a manner that is illegal, infringes the rights of others, or interferes with or diminishes the use and enjoyment of the Service by others. You will not attach any device not authorized by BRU to the Equipment, attach any device or take any action that impairs the functioning of the Equipment or Service or use an unauthorized device with the Services. Prohibited uses and activities include, but are not limited to, using the Service or Equipment to:

- Store or transmit information, data or material that is obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity.
- Transmit unsolicited messages known as "spam" or collect responses from unsolicited messages.
- Send large numbers of the same or substantially similar messages, messages that contain no substantive content, or messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service.
- Falsify, alter, or remove message headers.
- Falsify references to BRU in messages.
- Impersonate any person or entity, engage in sender address falsification, or perform any other similar fraudulent activity, such as "phishing."

- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use.
- Access any other person's computer, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any network.
- Use or distribute tools or devices designed or used for compromising security.
- Copy, distribute, or sublicense any proprietary software provided in connection with the Service by BRU or any third party.
- Distribute programs that make unauthorized changes to software.
- Run servers.
- Service, alter, modify, or tamper with the Equipment or Service or permit any other person to do the same.
- Interfere with the BRU network or with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls), including generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.
- Disrupt or cause a performance degradation to the Service or any BRU (or BRU supplier) system.
- Resell the Service or make the Service available to anyone outside the Premises.
- Interfere with computer networking or telecommunications service to any user, host or network.

II. Customer Conduct and Features of the Service

Security and Usage by Third Parties. In addition to being responsible for your own compliance with this AUP Policy, you are also responsible for any use or misuse of the Service that you permit (knowingly or unknowingly) that violates this AUP Policy. You must ensure that others do not use your account to gain unauthorized access to the Service. You must maintain the confidentiality of your Service login and password, if any exist. You are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. Secure the Equipment and any Customer Equipment from external threats such as viruses and other methods of intrusion.

Inappropriate Content and Transmissions. BRU may refuse to transmit or post, and may remove or block, any information or materials that BRU, in its sole discretion, deems to be in violation of this AUP Policy. BRU reserves the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service, identify violations of this AUP Policy, and/or protect the network, the Service and BRU users.

Message Content. You are responsible for the contents of your messages and the consequences of any of these messages. BRU assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well, at BRU's option.

III. Network Management and Limitations on Data Consumption

Network Management. BRU has the right to any measures it deems appropriate to manage its network appropriately for the common benefit of all subscribers, to deliver the Service, and to ensure compliance with this AUP Policy and the Subscriber Agreement.

Data restrictions. BRU will inform you about any restrictions on data consumption as they are implemented. You may not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by BRU in its sole discretion) an unreasonable burden on the network. Your use of the Service may not limit or interfere with BRU's ability to deliver and monitor the Service or any part of its network.

IV. Violations

Enforcement. BRU may immediately suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this AUP Policy or the Subscriber Agreement of which it is a part. BRU reserves the right to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. If you violate this AUP Policy, BRU may take any actions it deems appropriate under the circumstances with or without notice. These actions are not BRU's exclusive remedies and BRU may take any other legal or technical actions it deems appropriate with or without notice.

BRU reserves the right to investigate suspected violations of this AUP Policy, including gathering of information regarding the user or users involved and examination of material on BRU's servers and network. BRU may access and use any stored information to enforce its rights under the AUP Policy and the Subscriber Agreement. BRU may suspend the account or accounts involved and/or remove or block material. You will cooperate with BRU and law enforcement authorities in the investigation of suspected legal violations. Upon termination of your Service account, BRU may delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of BRU to enforce this AUP Policy shall not be construed as a waiver of any right to do so at any time.

V. Copyright and Digital Millennium Copyright Act Requirements

BRU is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 to report alleged infringements. BRU reserves the right at any time, with or without notice, to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who BRU, in its sole discretion, believes is infringing these rights.