INTERNET AGREEMENT FORM FOR BLOOMER BROADBAND

1120 15th Avenue Bloomer, WI 54724 715-568-4830 voice / 715-568-4850 fax

The following guidelines, policies and restrictions include all Bloomer Broadband, subsidiary and affiliates (Bloomer) which include but is not limited to the following: Bloomer Broadband, BTC Communications, Inc., and Airstream Communications, LLC.

ACCOUNT ACTIVATION: Individuals applying for service must be at least 18 years of age and applying for service in his or her name. Unless the customer requests a specific activation date, all accounts will be activated per Bloomer's schedule. Billing for the account starts on the activation date. The initial activation charge does not include any wiring, jacks, labor, Ethernet cards or miscellaneous equipment. Any technical assistance at the customer premise after the initial activation is subject to additional charges.

SERVICE AVAILABILITY: Bloomer provides service 24/7, but the service is provided "as is". Bloomer services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvement or as required to protect network resources in the event of malfunctions or misuse. Advance notification of any such interruption of service may not be provided. In case of an unexpected outage, Bloomer will work to correct the problem as soon as possible. In no event will Bloomer be responsible or liable for damages or loss of profits due to use or the inability to use Bloomer's services. I agree that any outage of the system will only be refunded if that outage is for a period of more than 24 consecutive hours. The refund would be calculated on a percentage of the monthly fee(s) for the number of days out of service. Certain Internet content may contain language or pictures which some individuals may find offensive, inflammatory or of an adult nature. Bloomer does not endorse such materials and disclaims any and all liability for their content.

ACCOUNT DISCONNECTS AND PAYMENT INFORMATION: Permanent disconnects are performed when requested by the customer. If the customer requests service at a later date, the account may be re-established and a set-up charge will apply. NOTE: Previous usernames may not be available. Payment of service is due the 15th of each month. The service is billed one month in advance. Non-payment of service will result in the disconnection of service.

POLICIES: ***Acceptable Use*** – You may use your account for communications, research, public relations, education, and entertainment. This statement describes certain uses which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our customers to respect the culture and civility of communications and discourse on or through the Internet. We expect our customers to maintain respect for privacy, legal issues, and courtesy to other users and network resources. ***Ethical guidelines*** – We expect you to: 1) Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through our network. 2) Respect the ownership of information including copyright and license agreements. Please read copyright policies and procedures listed on the other side of this form. 3) Be courteous in your use of the Internet and network resources. ***Legal Issues*** – You may NOT use your account: 1) For any purpose which violates US Federal or State Laws. 2) To interfere with or disrupt network users, services or equipment including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computational, information, or communications devices or resources. It is illegal to attempt to access the computer systems of individuals or organizations without authorization. Such attempts are subject to service termination and prosecution. Such behavior is not condoned by Bloomer. Individuals are encouraged to utilize hardware/software security measures as appropriate. 3) To transmit threatening, obscene, or harassing materials. 4) It is prohibited to resell any of Bloomer's bandwidth without exception, as a Gaming, Web or email server behind our connection. ***Network Integrity of Efficiency*** - You may NOT use your account: 1) In a manner that precludes or significantly hampers its use by others. 2) To send messages likely to result in the loss of recipients' work or systems. 3) To intentionally develop programs that harasses other users or infiltrates a computer or computing system and/or damage or alter the software components of a computer or computing system.

AT THE SOLE DISCRETION OF BLOOMER, VIOLATIONS OF ANY OF THE ABOVE REGULATIONS/POLICIES MAY RESULT IN TERMINATION OF SERVICE.

I agree to hold Bloomer Broadband, BTC Communications, Inc., Airstream Communications, LLC, it's officers, agents and any of its members harmless from any liability arising from direct, special, indirect, or consequential damages including but not limited to any lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of Bloomer Broadband, BTC Communications, Inc. and Airstream Communications LLC facilities.

My signature constitutes my agreement. This agreement is subject to change at any time. Continued use after such notification will represent your acceptance of any changes.

Signed _____ **Date:** _____

Bloomer Broadband Policy and Procedures for Compliance with the Digital Millennium Copyright Act (Public Law 105-304)

Bloomer Broadband, in accordance with the Digital Millenium Copyright Act (http://lcweb.loc.gov/copyright/legislation/hr2281.pdf) has adopted the following policy toward copyright infringements:

"Bloomer Broadband will block access to and/or remove any material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our users. And furthermore will permanently remove and discontinue service to any repeat offender."

This policy shall cover all aspects of network services provided by Bloomer Broadband, including but not limited to Internet Access, Web Pages and News Groups.

Procedure for Reporting Copyright Infringements:
A formal notice of Copyright Infringement containing the following information:
Identification of what is being infringed Where the infringements are located Who is complaining How he or she may be contacted A statement of good faith belief that the material is infringing A statement made under threat of perjury that the information provided is accurate and the complaint is authorized by the copyright holder

The notice must be sent to the following Designated Copyright Infringement Agent for Bloomer Broadband:

Matt Yach, Copyright Agent
Bloomer Broadband c/o Airstream Communications, LLC
800 Wisconsin Street, Mailbox 107
Building D02 Suite 219
Eau Claire, WI 54703
Or via E-mail to: copyright@airstreamcomm.net

Once this information is received:

The infringing user will be notified of the situation as soon as possible.
The infringing material or site will be blocked if the user takes no action.
First time offenders will have the infringing material removed.
Repeat offenders may be removed permanently from the system.
The infringing user is responsible for all monthly recurring charges to Bloomer Broadband even though their service(s) may be blocked up until the time that they disconnect service.

The user may supply a counter-notice that must include the following:

A statement that the user has a good faith belief that the removal was a result of a misidentification on our part
A complete listing of the user's contact information
A consent to jurisdiction in Federal Court

If this counter-notice is received by the Bloomer Broadband Copyright Agent:

A copy of the counter-notice will be sent to the original complaining party
The user's material and access will be restored in 10 to 14 days unless the Bloomer Broadband Copyright Agent is informed that a lawsuit has been filed over the infringing material

Notice: Bloomer Broadband will look into any complaints it receives pertaining to material that may be in violation of any of the following Federal Acts:

The Sexual Predators Act
The Digital Millenium Copyright Act
The Child Online Protection Act
The Children's Online Privacy Protection Act

If any material is believed in good faith by Bloomer Broadband to be in violation of any these acts, it will be blocked or removed, and the proper authorities will be notified of this action. Bloomer Broadband reserves the right to revise this policy at any time it deems appropriate.