

BLOOMINGDALE COMMUNICATIONS, INC.
ACCEPTABLE USE AND NETWORK MANAGEMENT POLICY

Bloomington Communications' (**Company**) Acceptable Use and Network Management Policy (**AUP**) includes the following terms and provisions. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate Service that the Company otherwise possesses under the Service Agreement or applicable law. The Company commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. The Company will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Open Internet Rules (adopted December 21, 2010 in 25 FCC Rcd 17905) and in compliance with any future rules adopted by the FCC.

Applicability. This AUP applies to you as a customer and to any other person, authorized or unauthorized, using your Service (each such person, a **User**). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access Service through your account.

Transparency. The Company shall make available public information on its website (<http://www.bloomingtondalecom.net/forms.php>) regarding its network management practices, performance and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services. The Company will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

Compliance Required. Pursuant to the Service Agreement, all customers have agreed to and must comply with this AUP. The Company reserves the right to terminate or suspend Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if the Company determines, in its sole discretion, that such use violates this AUP. The Company will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If the Company believes that you have used Service for an unlawful or unauthorized purpose, the Company may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to the Company's forwarding of any such communications and information to these authorities. In addition, the Company may provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others.

Network Security. The Company uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability. In the event of Denial of Service (DoS), Distributed Denial of Service (DDoS) attack, spoofing or other malicious traffic, Company will implement inbound and outbound filtering on specific hosts. These actions will be performed to ensure reliability and availability of the Network. These actions will not be utilized for normal Internet applications and traffic.

Prohibited Uses and Activities. This AUP identifies certain uses and activities that the Company considers to be unlawful or unauthorized, and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other unauthorized uses or activities, the following constitute violations of this AUP:

Unlawful Use: Using Service in any manner that violates local, state or federal law, including without limitation using Service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.

Harm to Minors: Using Service to harm, or attempt to harm, minors in any way.

Threats: Using Service to transmit any material (by e-mail or otherwise) that threatens or encourages bodily harm or destruction of property.

Harassment: Using Service to transmit any material (by e-mail or otherwise) that unlawfully or otherwise harasses another.

Fraudulent Activity: Using Service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters." Attempting to interfere with the Service of others including

users, hosts and networks. This includes "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a Service and attempts to "crash" any host.

Forgery or Impersonation: Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using Service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

Unsolicited Commercial E-mail/Unsolicited Bulk E-mail: Using Service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.

Unauthorized Access: Attempting to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks. Using Service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.

Copyright or Trademark Infringement: Using Service to transmit any material (by e-mail or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of the Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the unauthorized download or music, video images, books, software or content and/or other copyright protected works, and the unauthorized transmittal of copyrighted software.

Collection of Personal Data: Using Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

Reselling the Services: Reselling Service without the Company's written authorization or distribution of the Company's Internet Services beyond the scope of your end user account.

Devices: Equipment, accessory, apparatus, circuit or devices that are harmful to the network, shall not be attached to or connected with the Company's facilities.

Network Disruptions and Unfriendly Activity: Using Service for any activity that adversely affects the ability of other people or systems to use Service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

Usage Limitation. Service is available for individual customer use only and not for resale. Pricing is based on contemplated minutes of usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any Service may **ONLY** be used for normal residential or business use. The Company will keep accurate records of your Service location(s), quantities, and usage under this Agreement. The Company reserves the right to immediately disconnect or modify your Service if the Company determines, in its sole and absolute discretion that your use of Service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of Service, the Company may offer you a revised Service Agreement including higher rates for usage of Service that is deemed to be inconsistent with normal residential or business use. The Company reserves the right to protect its network from harm, which may impact legitimate data flows. The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts the Company's network or service levels.

Content. You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. The Company reserves the right to disconnect or suspend your Service and remove your content from Service if the Company determines, in its sole and absolute discretion, that such use or content does not conform with the requirements set forth in this AUP or interferes with the Company's ability to provide Service to you or others. The Company's action or inaction under this Section will not constitute any review or approval of your usage or content.

Theft of Service. You must notify the Company immediately if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as the Company receives notice of the theft, fraudulent use or unauthorized use, you will be liable for all stolen, fraudulent or unauthorized use of Service. The Company reserves all of its rights at law and equity to proceed against anyone who uses Service illegally or improperly.

Indemnification. By activating or using Service, you agree to use Service only for authorized and lawful purposes and in accordance with this AUP and the Service Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold the Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP.

Service Monitoring. The Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Service. However, the Company reserves the right to monitor the usage, bandwidth, transmissions and content of Service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Service properly or to protect itself, its network and its customers and subscribers. The Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Service. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority is given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP.

Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. The Company may seek criminal charges against those who inflict network malice. The Company may also attempt to recover costs incurred from network malice.

The Company provides Spam filtering with each customer's email address. Details of this service are listed on the Company's website. The Company will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Blocking. The Company shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Discrimination. The Company shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices. Company does not discriminate against any customer traffic. Company utilizes the network management techniques that are equal and standard across all user applications. Company does not modify its network to make Company directly served applications perform better than applications a user would access over the general Internet. The network management practices employed by Company do not differ between its directly offered applications and those general applications offered over the Internet.

Termination of Service. The Company has the right to terminate access to or use of Service as provided in this AUP and the Service Agreement. Access to and use of Service is subject to strict compliance with law and applicable agreements.

Modifications. The Company may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by website publication, bill message or other commercially reasonable notice. Your use of Service following such notice constitutes your agreement to the modified terms and conditions.

Survival. The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of Service shall survive such discontinuance or disconnection.

Governing Law. This AUP and the relationship between you and the Company shall be governed by and construed in accordance with the substantive laws of the State of Michigan, without regard to the principles of conflict of law.

No Waiver of Rights. The Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

Severability. If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

Commercial Pricing. Please click on the following website link for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services: <http://www.bloomingtondalecom.net/product.php?id=7> . Publicly available speed tests are available to any user or customer who would like to test their bandwidth speed. One such site is www.speedtest.net .

Important Customer Information. In addition to the terms and conditions set forth in this AUP, Service is subject to the Service Agreement, which you should read carefully before activating any Service. For additional terms and conditions of Service, refer to the Service Agreement, or speak with a customer service representative by contacting them at (800) 377-3130 or (269) 521-7330.

READ CAREFULLY: BY SIGNING THE SERVICE AGREEMENT AND/OR USING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED AND ARE FULLY FAMILIAR WITH THIS ACCEPTABLE USE POLICY, AND YOU AGREE TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN.