

# SEIRETSU TERMS OF SERVICE

High speed internet service (the “Service”) will be provided to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in this Terms of Service Agreement (the “Agreement”) and applicable law by Seiretsu Internet Communications, Inc. (“Seiretsu,” “we,” “us,” or “our”).

We may change our prices, fees, the Service and/or the terms and conditions of this Agreement in the future. Unless this Agreement or applicable law specifies otherwise, we will give you thirty (30) days prior notice of any significant change to this Agreement. If, upon review of the changes to this Agreement you find the changes unacceptable, you have the right to cancel your Service. However, if you continue to receive or use the Service after the end of the notice period (the “Effective Date”) of the change, this constitutes your acceptance of the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose, and any such changes made by you will not be valid. Only an executive of Seiretsu may authorize any modifications to this agreement.

## GENERAL TERMS AND CONDITIONS

### 1) ACCEPTANCE OF THIS AGREEMENT

**YOU WILL HAVE ACCEPTED THIS AGREEMENT AND BE BOUND BY ITS TERMS IF YOU USE THE SERVICE OR OTHERWISE INDICATE YOUR AFFIRMATIVE ACCEPTANCE OF SUCH TERMS.**

### 2) CHARGES AND BILLINGS

**a) Charges, Fees, and Taxes You Must Pay.** You agree to pay all charges associated with the Service, including, but not limited to, installation charges, monthly service charges, add-on service charges (such as static IP service or E-mail service), service call charges, applicable federal, state, and/or local taxes and fees (however designated), regulatory recovery fees for federal, state, and/or local government fees or assessments imposed on Seiretsu, permitted fees and cost recovery charges, or any programs in which Seiretsu participates, including, but not limited to, public, educational, and governmental access, universal service, telecom relay services for the visually/hearing impaired, rights-of-way access, and programs supporting the 911/E911 system and any fees or payment obligations imposed by governmental or quasi-governmental bodies for the sale, installation, use, or provision of the Service. **YOU WILL BE RESPONSIBLE FOR PAYING ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY.** We will provide you with notice and an effective date of any change in our prices or fees, unless the change in price is related to a change in governmental or quasi-governmental taxes, fees, or assessments, in which case we may elect not to provide notice except where required by applicable law.

i) Service price information is available at [www.Seiretsu.net](http://www.Seiretsu.net).

ii) If you have agreed to a minimum term arrangement, your price for Service is as specified in the minimum term arrangement.

**b) How We Will Bill You.** Unless you are subject to a minimum term arrangement, Service is provided to you on a month-to-month basis. You will be billed monthly, in advance, for recurring service charges, equipment charges, and fees. **YOU MUST PAY, BEFORE THE DAY WE THE INSTALL SERVICE, THE FIRST MONTH'S SERVICE CHARGES, EQUIPMENT CHARGES, ANY DEPOSITS, AND ANY INSTALLATION AND/OR ACTIVATION CHARGES.** Your first bill may include pro-rated charges and/or credits from the date you first begin receiving Service, as well as monthly recurring charges for the next month and charges for non-recurring services you have received. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts and proportions that we determine.

**c) Billing Dates.** The billing due date for all accounts is the 1st day of each month, with a ten (10) day grace period to accommodate any circumstances which may prevent successful payment from being made on the 1st day of the month. Billing dates may not be changed on any account for any reason.

**d) Third-Party Charges That Are Your Responsibility.** You acknowledge that you may incur charges with third-party service providers such as accessing online services or purchasing or subscribing to other offerings via the internet that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes. In addition, you are solely responsible for protecting the security of bank cards and other personal information provided to others in connection with such transactions.

**e) Automatic Recurring Payment.** In order to establish service with Seiretsu, you must place and maintain a valid major bank card on file, which we will use for the collection of charges and fees on your account. It is your responsibility to make sure this information is kept current. All accounts have the ability to receive their statements electronically through the customer portal.

**f) Payment by Bank Card or Check.** If you use a bank card to pay for the Service, use of the card is governed by the card issuer agreement, and you must refer to that agreement for your rights and liabilities as a cardholder. If Seiretsu does not receive payment from your bank card issuer or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Seiretsu to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Seiretsu, and any such notations shall have no legal effect.

**g) Our Remedies if You Pay Late or Fail to Pay.**

**i) Late or Non-Payments:** Your account is considered late, and you may be billed fees, charges, and assessments related to late or non-payments if, for any reason:

(a) Seiretsu does not receive, in its office, payment for the Service on or before the payment due date, and/or

(b) you pay less than the full amount due for the Service, and/or

(c) your payment is dishonored, refused, returned, or otherwise not credited to Seiretsu by the due date.

Seiretsu is not responsible for postal mail which is late or not received due to no fault of Seiretsu. You assume all risks for any payments being sent to Seiretsu via postal mail.

**ii) Fees Not Considered Interest or Penalties:** Seiretsu does not anticipate that you will fail to pay for the Service on a timely basis, nor do we extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance:

(a) whether you will pay for the Service on a timely basis, if ever;

(b) if you do pay late, when you will actually pay; and

(c) what costs we will incur because of your late payment or non-payment.

**iii) Collection Costs:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection. These costs include, but are not limited to, any collection agency's fees, reasonable attorneys' fees, and arbitration or court costs. The actions of such collection agencies may cause derogatory information to be placed in your credit report(s).

**iv) Suspension/Disconnect:** If you fail to pay the full amount due for the Service then Seiretsu, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect the Service.

**h) Reconnection Fees and Related Charges.** If you resume the Service after any suspension, we may require you to pay a reconnection fee. If you reinstate the Service after disconnection, we may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service is subject to our credit policies, this Agreement and applicable law.

**i) Dishonored or Returned Payments.** Seiretsu reserves the right to charge you a fee for any payment dishonored by your financial institution to recover our costs in having such payment dishonored. If you dispute charges directly with your bank and your dispute results in a payment chargeback to Seiretsu, you will be charged a twenty-five dollar (\$25.00) service fee. You will be responsible for any non-disputed charges beyond thirty (30) days.

**j) Your Responsibilities Concerning Billing Questions.** Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Seiretsu within thirty (30) days of the date on the bill. You waive any disputes or credits that you do not report within thirty (30) days.

### 3) REFUNDABLE DEPOSIT

We may require you to pay a refundable deposit when you activate the Service, if you add equipment, upgrade the Service, or if you fail to pay any amounts when they are due. If we disconnect your Service or are otherwise required under applicable law to refund the deposit, we shall within forty-five (45) days or as otherwise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the Service or for any Seiretsu Equipment that is damaged, altered, or not returned).

## 4) CHANGES TO SERVICES

Subject to applicable law, we have the right to change the Service, equipment and rates or charges, at any time with or without notice. We also may rearrange, delete, add to, or otherwise change content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, email, in a newspaper or other communication permitted under applicable law. If you find a change in the Service unacceptable, you have the right to cancel your Service. However, if you continue to receive Service after the change, this will constitute your acceptance of the change.

## 5) ACCESS TO YOUR PREMISES AND CUSTOMER EQUIPMENT

**a) Premises.** You agree to allow us and our agents the right to enter your property at which the Service and/or equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service and/or equipment used to receive any of the Service. You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

**b) Customer Equipment.** "Customer Equipment" means software, hardware or services that you elect to use in connection with the Service, such as, but not limited to, routers, modems, bridges, switches, computers, smartphones, tablets, streaming media players, televisions, or gaming consoles. You agree to allow us and our agents the rights to insert hardware in the Customer Equipment, send software, firmware, and/or other programs to the Customer Equipment and install, configure, maintain, inspect and upgrade the Customer Equipment and Seiretsu Equipment. You warrant you are either the owner of the Customer Equipment or that you have the authority to give us access to the Customer Equipment. If you are not the owner of the Customer Equipment, you are responsible for obtaining any necessary approval from the owner to allow us and our agents access to the Customer Equipment to perform the activities specified above. In addition, you agree to supply us or our agents, if we ask, the owner's name, address and phone number and/or

evidence that the owner has authorized you to grant access to us and our agents to the Customer Equipment to perform the activities specified above.

## 6) MAINTENANCE AND OWNERSHIP OF EQUIPMENT AND SOFTWARE

**a) Seiretsu Equipment.** “Seiretsu Equipment” means any equipment provided by Seiretsu such as wireless customer premises equipment, routers and any other equipment provided to you by us or our agents, excluding equipment purchased by you from Seiretsu and Customer Equipment. Seiretsu Equipment also includes any software, firmware, or other programs contained within Customer Equipment or Seiretsu Equipment. You agree that all Seiretsu Equipment belongs to us and will not be deemed fixtures or in any way part of the Premises, and you agree that you will have no ownership in any Seiretsu Equipment. You agree to use Seiretsu Equipment only for the Service pursuant to this Agreement. We may remove or change the Seiretsu Equipment at our discretion at any time the Service is active or following the termination of your Service. You acknowledge and agree that our addition or removal of or change to the Seiretsu Equipment may interrupt your Service. You may not sell, lease, abandon, or give away the Seiretsu Equipment, or permit any other provider of internet services to use the Seiretsu Equipment. The Seiretsu Equipment may only be used in the Premises. At your request, we may relocate the Seiretsu Equipment in the Premises for an additional charge, at a time agreeable to you and us, as long as the relocation request can be done within the technical limits of the Seiretsu Equipment and any Customer Equipment. You agree that you will not allow anyone other than Seiretsu or its agents to service the Seiretsu Equipment. We suggest that the Seiretsu Equipment in your possession be covered by your homeowners, renters, or other insurance. You will be directly responsible for loss, repair, replacement and other costs, damages, fees and charges if you do not return the Seiretsu Equipment to us in an undamaged condition.

### **b) Customer Equipment.**

**i) Responsibility:** Seiretsu has no responsibility for the operation or support, maintenance, or repair of any Customer Equipment including, but not limited to, Customer Equipment to which Seiretsu or a third party has sent software, firmware, or other programs. You agree by using the Service, you are enabling and authorizing Seiretsu, its authorized agents and equipment manufacturers to send code updates to the Seiretsu Equipment and Customer Equipment at any time it is determined necessary to do so as part of the Service. Such code updates may change, add or remove features or functionality of any such equipment or the Service. Seiretsu’s minimum technical and other requirements for the Service are available through Seiretsu Technical Support. Whether a router or other device is owned by you or us, we have the unrestricted right, but not the obligation, to upgrade or change the firmware in these devices remotely or on the Premises at any time that we determine it necessary or desirable in order to provide Service to you in accordance with our specifications and requirements.

**ii) Non-Recommended Configurations:** Customer Equipment that does not meet Seiretsu’s minimum technical or other specifications constitutes a “Non-

Recommended Configuration.” **NEITHER SEIRETSU NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT A NON-RECOMMENDED CONFIGURATION WILL ENABLE YOU TO SUCCESSFULLY INSTALL, ACCESS, OPERATE, OR USE THE SERVICE, AND/OR THAT A NON-RECOMMENDED CONFIGURATION WILL DELIVER THE SERVICE WITHOUT INTERRUPTION OR ERROR FREE, AND/OR THAT A NON-RECOMMENDED CONFIGURATION WILL WORK IN THE FUTURE. YOU ACKNOWLEDGE THAT ANY SUCH INSTALLATION, ACCESS, OPERATION, OR USE COULD CAUSE CUSTOMER EQUIPMENT TO FAIL TO OPERATE OR CAUSE DAMAGE TO CUSTOMER EQUIPMENT, YOU, YOUR PREMISES OR SEIRETSU EQUIPMENT. NEITHER SEIRETSU NOR ANY OF ITS AFFILIATES, SUPPLIERS OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY SUCH FAILURE OR DAMAGE.** Seiretsu reserves the right to deny you customer support for the Service and/or terminate Service if you use a Non-Recommended Configuration. Seiretsu Technical Support can provide the minimum technical specifications upon request.

**iii) No Unauthorized Devices or Tampering:** You agree not to attach, or assist any person to attach, any unauthorized device to our network, Seiretsu Equipment or the Service. If you make or assist any person to make any unauthorized connection or modification to Seiretsu Equipment or the Service or any other part of our network, we may terminate your Service and recover such damages as may result from your actions.

You also agree that you will not attach anything to the Inside Wiring, Seiretsu Equipment, or Customer Equipment, whether installed by you or us, which singly or together impairs the integrity of our network or degrades our network’s signal quality or strength.

You also agree that we may recover damages from you for tampering with any Seiretsu Equipment or any other part of our network or for receiving unauthorized Service. You agree that it would be difficult, if not impossible, to calculate precisely the lost revenue resulting from your receipt of unauthorized Service or the tampering with Seiretsu Equipment or our network. You therefore agree to pay us as liquidated damages, the sum of \$500.00 per device used to receive the unauthorized Service in addition to our cost to replace any altered, damaged, or unreturned Seiretsu Equipment or other equipment owned by Seiretsu, including any incidental costs. The unauthorized reception of the Service may also result in criminal fines and/or imprisonment.

**c) Inside Wiring.** You may install wiring inside your Premises (“Inside Wiring”), such as additional wiring and outlets, provided it does not interfere with the normal operations of our network. If you have us install Inside Wiring, we will charge you for that service. Regardless of who installed it, we consider the Inside Wiring your property or the property of whomever owns the Premises. Accordingly, you are responsible for the repair and maintenance of the Inside Wiring, unless you and Seiretsu have agreed otherwise in writing. (If you do not own the Premises, contact your landlord or building manager about the installation, repair or maintenance of Inside Wiring.) If you have us repair or maintain the Inside Wiring, we will charge you for that service.

**d) End User Software Licenses.** Your use of the software, firmware, and other programs contained within the Seiretsu Equipment, and of any other software or

plug-ins to such software distributed or used in connection with the Services shall comply with the terms of the applicable software license agreements. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate; you agree to destroy at that time all versions and copies of all software received by you in connection with the Services.

## 7) USE OF SERVICES

You will not use the Seiretsu Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service in whole or in part. You will not use or permit another to use the Seiretsu Equipment or the Service, directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted Seiretsu policy applicable to the Service. Use of the Seiretsu Equipment or Service for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Seiretsu Equipment and/or Service at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable Seiretsu policies including, but not limited to, acceptable use policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service. You agree to indemnify, defend and hold harmless Seiretsu and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) arising out of the use of the Service, the Seiretsu Equipment and/or the Customer Equipment or the breach of this Agreement or any of the applicable Seiretsu policies by you or any other user of the Service at the Premises. The Seiretsu Acceptable Use Policy ("AUP") is posted at [www.Seiretsu.net](http://www.Seiretsu.net). You further agree that Seiretsu may modify the AUP or other policies from time to time. Notwithstanding anything to the contrary in this Agreement, **YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE AUP AND ANY OTHER APPLICABLE SEIRETSU POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE AUP OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE SHOULD CONSULT THE AUP AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.**

## 8) ASSIGNABILITY

This Agreement and the Service furnished hereunder may not be assigned by you. You agree to notify us immediately of any changes of ownership or occupancy of the Premises. We may freely assign our rights and obligations under this Agreement with or without notice to you.

## 9) TERMINATION OF THIS AGREEMENT

**a) Term.** This Agreement will be in effect from the time that the Service is installed until

i) it is terminated as provided for by this Agreement or by any addendum to this Agreement or

ii) it is replaced by a revised Agreement.

**b) Termination by You.** Unless you have signed a minimum term addendum, you may terminate this Agreement for any reason by notifying Seiretsu Customer Service in one of three ways:

i) send a written notice to the mailing address of Seiretsu's office;

ii) call our customer service line during normal business hours;

iii) visit Seiretsu's office in person.

**c) Termination of Service by You Procedures.** You must notify Seiretsu Customer Service if you wish to terminate your service. In order to have your service terminated prior to the next billing cycle renewal, you must have a confirmed cancellation with Seiretsu Customer Service placed before 5:00pm Pacific Time on the last business day of the month. Prior to effecting such termination, or any other change to your account, Seiretsu may undertake actions to verify your identity and confirm your election. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service will accrue until this Agreement has terminated, the Service have been disconnected, and all Seiretsu Equipment has been returned in good working condition.

**d) Refunds.** Except for customers who have newly installed service per subsection i in item 9, Seiretsu does not pro-rate refund amounts for customers who cancel mid-cycle, and any monies paid to Seiretsu for service is forfeit to Seiretsu as a cancellation fee. Customers who are suspended due to non-payment but who have not returned the Seiretsu property will continue to accrue monthly service charges until such time as the Seiretsu property is returned to Seiretsu in good working condition.

**e) Suspension and Termination by Seiretsu.** Under the conditions listed below, Seiretsu reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service and/or to remove from the Service any information transmitted by or to any authorized users. Seiretsu may take these actions if it:

i) determines that your use of the Service does not conform with the requirements set forth in this Agreement,

ii) determines that your use of the Service interferes with Seiretsu's ability to provide the Service to you or others,

iii) reasonably believes that your use of the Service may violate any aspect of the AUP, laws, regulations, or written and electronic instructions for use, or

iv) reasonably believes that your use of the Service interferes with or endangers the health and/or safety of our personnel or third parties.

Seiretsu's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service or information transmitted by or to you or users. If your service is terminated or suspended due to any violation of this



section, no refunds will be given for any installation, activation, or fees paid to Seiretsu for service in advance.

**f) Your Obligations Upon Termination.** You agree that upon termination of this Agreement you will do the following:

- i) You will immediately cease all use of the Service and all Seiretsu Equipment;
- ii) You will pay in full for your use of the Service up to the date that this Agreement has been terminated and the Service are disconnected;
- iii) Within thirty (30) days of the date on which Service are disconnected, you will return all Seiretsu Equipment to us at our office in working order, normal wear and tear excepted. Otherwise, you will be charged full retail price for such Seiretsu Equipment, or the revised amount for which you receive notice. You may also be charged incidental costs that we incur in replacing the Seiretsu Equipment. Upon our request during regular business hours at a time agreed upon by you and us, you will permit us and our employees, agents, contractors, and representatives to access the Premises during regular business hours to remove all Seiretsu Equipment and other material provided by Seiretsu.

**g) Cancellation of Minimum Term Agreement Account.** If your account is subject to a minimum term agreement, you may cancel your minimum term agreement account prior to the completion of the term, however you will be subject to an early termination fee. You agree to pay Seiretsu the following if you choose to cancel your service prior to the completion of the term or Seiretsu cancels your service for violating either Seiretsu's Terms of Service or Acceptable Use Policy:

- i) For DSL service, **EITHER** \$200 or the monthly amount times the number of months remaining on the term, whichever is smaller;
- ii) For all other services, the early termination fee will be listed in the contract for the service.

**ANY EARLY TERMINATION FEES WHICH REMAIN OUTSTANDING FOR MORE THAN THIRTY (30) DAYS OF THE EFFECTIVE CANCELLATION DATE OF THE ACCOUNT WILL BE SENT TO A COLLECTIONS AGENCY FOR REMEDY. ANY ACTIONS TAKEN BY A COLLECTIONS AGENCY MAY HAVE DEROGATORY CONSEQUENCES ON YOUR CREDIT REPORT(S).**

**h) Failure to Pay.** Failure to pay your monthly service charges is not an accepted way to terminate your service with Seiretsu. **YOU MUST NOTIFY SEIRETSU CUSTOMER SERVICE IMMEDIATELY IF YOU WISH TO TERMINATE SERVICE.** Accounts which are on temporary hold due to non payment continue to accrue service charges until such time as Seiretsu's property that was placed on your premises is returned to Seiretsu in good working condition.

**i) Money Back Guarantee.** New customers who have not had an account with Seiretsu in the past eighteen (18) months may request, within the first thirty (30) calendar days from the time your service is installed, a cancellation of your service. If the equipment is returned to Seiretsu in like new condition, all money paid to Seiretsu will be refunded to you within fourteen (14) calendar days upon retrieval of all Seiretsu Equipment installed at the Premises.

## 10) LIMITED WARRANTY

THE SEIRETSU EQUIPMENT AND THE SERVICE ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE SEIRETSU EQUIPMENT OR THE SERVICE WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM. 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.

## 11) LIMITATION OF SEIRETSU’S LIABILITY

**a) Application.** The limitations of liability set forth in this Section apply to any acts, omissions, and negligence of Seiretsu and its underlying third-party service providers, agents, suppliers, distributors, licensors and business partners (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or under any other legal doctrine. **YOU MUST COMMENCE YOUR ACTION WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENTS, OR FACTS. AS PROVIDED IN SECTION 2, YOU MUST NOTIFY US OF ANY BILLING DISPUTE WITHIN 30 DAYS OF RECEIVING THE CHARGES YOU DISPUTE OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED ON SUCH EVENT OR FACTS. IF FOLLOWING SUCH NOTIFICATION, THE DISPUTE IS NOT RESOLVED TO YOUR SATISFACTION YOU MAY COMMENCE AN ACTION IN ACCORDANCE WITH THIS AGREEMENT FOR UP TO ONE (1) YEAR FROM THE RECEIPT OF THE DISPUTED CHARGES.**

**b) Customer Equipment.** CUSTOMER EQUIPMENT MAY BE DAMAGED OR SUFFER SERVICE OUTAGES AS A RESULT OF THE INSTALLATION, SELF-INSTALLATION, USE, INSPECTION, MAINTENANCE, UPDATING, REPAIR, AND REMOVAL OF SEIRETSU EQUIPMENT, CUSTOMER EQUIPMENT AND/OR THE SERVICE. EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER SEIRETSU NOR ANY OF ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO THE CUSTOMER EQUIPMENT. IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY SEIRETSU, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WE SHALL PAY AT OUR SOLE DISCRETION FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED CUSTOMER EQUIPMENT UP

**TO A MAXIMUM OF \$500. THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO SUCH ACTIVITY. YOU UNDERSTAND THAT YOUR COMPUTER OR OTHER DEVICES MAY NEED TO BE OPENED, UPDATED, ACCESSED OR USED EITHER BY YOU OR BY US OR OUR AGENTS, IN CONNECTION WITH THE INSTALLATION, UPDATING OR REPAIR OF THE SERVICE. THE OPENING, ACCESSING OR USE OF YOUR COMPUTER, OTHER DEVICES USED IN CONNECTION WITH THE SERVICE MAY VOID WARRANTIES PROVIDED BY THE COMPUTER OR OTHER DEVICE MANUFACTURER OR OTHER PARTIES RELATING TO THE COMPUTER'S OR DEVICE'S HARDWARE OR SOFTWARE. NEITHER SEIRETSU NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS, SHALL HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.**

**c) Other Services or Equipment. BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST SEIRETSU FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE SEIRETSU EQUIPMENT OR THE SERVICE AND ANY OTHER SERVICE, SYSTEMS, OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICE IN ACCORDANCE WITH SECTION 9.**

**d) Software.** When you use certain features of the Service, such as online features (where available), you may require special software or applications. Seiretsu makes no representation or warranty that any software or application downloaded or installed on Customer Equipment does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any Customer Equipment from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus or other harmful feature or software is found to be present on your Customer Equipment. We are not required to provide you with any assistance in removal of viruses. If we decide, in our sole discretion, to install or run virus check software on your Customer Equipment, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on your Customer Equipment. **NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.**

In addition, as part of the installation process for the software and other components of the Service, system files on your Customer Equipment may be modified. Seiretsu does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. Seiretsu does not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including, but not limited to, your computer(s). **FOR THESE**

**AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.**

**e) Service Availability and Quality.** Seiretsu makes no warranty regarding system and/or network availability and/or system access speed. Although Seiretsu strives to maintain 100% network availability for customers, there are many factors and variables which are out of Seiretsu's direct control. Seiretsu may run maintenance on its systems from 12:01am until 5:00am pacific time which may affect system availability. System availability and response speed can and will vary, and no warranty or guarantee for either is made and/or claimed. All speed and throughput claims are stated as "up to" maximum(s) under ideal conditions, and do vary. Actual data transfer rates are measured at the network interface from the Seiretsu customer premises equipment to the edge of Seiretsu's network. Seiretsu is not responsible for performance and/or availability of networks outside the edge of Seiretsu's network. Seiretsu is not responsible for performance and/or availability of networks at or behind any Customer Equipment. Stated service speeds are subject to 10%-20% protocol overhead. Actual transfer rates above 80% of the listed minimum transfer rate will be considered within acceptable boundaries.

**f) Disruption of Service.** The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to injury to business, persons, property, or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service. In all other cases of an interruption of the Service, you shall be entitled upon a request made within thirty (30) days of such interruption, to a pro rata credit for any Service interruption exceeding twelve (12) consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service interruption and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF**

**SERVICE.** Any credits provided by Seiretsu are at our sole discretion and in no event shall constitute or be construed as a course of conduct by Seiretsu.

**g) Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide components of the Service, including without limitation, their services, equipment, infrastructure, or content. Seiretsu is not responsible for the performance (or nonperformance) of third-party services, equipment, infrastructure, or content, whether or not they constitute components of the Service. Seiretsu shall not be bound by any undertaking, representation or warranty made by an agent, or employee of Seiretsu or of our underlying third-party providers and suppliers in connection with the installation, maintenance, or provision of the Service, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that of content providers (whether or not accessible directly from the Service). Seiretsu is not responsible for any services, equipment, infrastructure, and content that are not provided by us (even if they are components of the Service), and we shall have no liability with respect to such services, equipment, infrastructure, and content. You should address questions or concerns relating to such services, equipment, infrastructure, and content to the providers of such services, equipment, infrastructure, and content. We do not endorse or warrant any third-party products, services, or content that are distributed or advertised over the Service.

**h) Damages. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, TRESPASS, CONVERSION, TORT OR CONTRACT) HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES, OR COSTS:**

**i) 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**

**(a) YOUR RELIANCE ON OR USE OF THE SEIRETSU EQUIPMENT OR THE SERVICE;**

**(b) THE INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF THE SERVICE (INCLUDING, BUT NOT LIMITED TO, ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURES OR MALFUNCTIONS, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE, THE SEIRETSU EQUIPMENT, OR THE CUSTOMER EQUIPMENT, OR ANY OTHER MISTAKES, OMISSIONS, LOSS OF CALL DETAIL, E-MAIL, OR OTHER INFORMATION OR DATA);**

**(c) THE USE OF SEIRETSU EQUIPMENT OR CUSTOMER EQUIPMENT TO PROVIDE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM OTHERS ACCESSING CUSTOMER EQUIPMENT, SEIRETSU'S NETWORK, OR THE CONTENTS OF YOUR TRANSMISSIONS MADE THROUGH THE SERVICE, OR YOUR USE OF FILE SHARING, PRINT SHARING, OR OTHER CAPABILITIES THAT ALLOW OTHERS TO GAIN ACCESS TO YOUR COMPUTER NETWORK; OR**

**ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE SEIRETSU EQUIPMENT OR THE SERVICE BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

**i) Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply and in such cases, the liability of Seiretsu and its employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

**j) 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.

## **12) INDEMNIFICATION AND LIABILITY OF CUSTOMER**

**YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS SEIRETSU AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS AND BUSINESS PARTNERS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS, AND CAUSES OF ACTION ARISING OUT OF ANY OR ALL OF THE FOLLOWING:**

**(a) YOUR USE OF THE SERVICE OR SEIRETSU EQUIPMENT;**

**(b) 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 ANY UNAUTHORIZED APPARATUS OR SYSTEM;**

(c) ANY CLAIMS OR DAMAGES ARISING OUT OF THE LACK OF 911/E911 OR DIALING ASSOCIATED WITH A HOME SECURITY, HOME DETENTION, OR MEDICAL MONITORING SYSTEM;

(d) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

## 13) GENERAL

**a) Entire Agreement.** This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and Seiretsu with respect to the subject matter of this Agreement, and 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. Seiretsu does not waive any provision or right if it fails to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and Seiretsu nor trade practice shall act to modify any provision of this Agreement.

**b) Additional Representations and Warranties.** In addition to representations and warranties you make elsewhere in this Agreement, you also represent and warrant that:

**i) Age:** You are at least 18 years of age.

**ii) Customer Information:** You represent and warrant that you have provided us with information that is accurate, complete and current, including without limitation your legal name, address, telephone number(s), the number of devices on which or through the Service is being used, and payment data (including without limitation information provided when authorizing recurring payments). **YOU AGREE TO NOTIFY US IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT YOU HAVE PROVIDED TO US INCLUDING, WITHOUT LIMITATION, ANY CHANGE IN MAILING ADDRESS, YOUR EMAIL ADDRESS, AND ANY TELEPHONE NUMBER USED TO CONTACT YOU. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. IF YOU OWE ANY OUTSTANDING AMOUNTS FOR THE SERVICE OR HAVE ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL YOU PAY ALL OUTSTANDING AMOUNTS IN FULL AND RETURN ALL EQUIPMENT. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND AND HOLD SEIRETSU HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY SEIRETSU OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM SEIRETSU ATTEMPTING TO CONTACT YOU AT THE ANY TELEPHONE NUMBER YOU HAVE PROVIDED.**

**c) Information Provided to Third Parties.** Seiretsu is not responsible for any information provided by you to third parties. In addition, you are responsible for controlling access to any Seiretsu Equipment and any other device you use to access the Services ("Connected Device"). You assume all privacy, security, and

other risks associated with providing any individual with access to a Connected Device or providing any information, including CPNI or personally identifiable information, to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

**d) Export Laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Service in any way that violates any provision of such laws or their implementing regulations.

**e) Retention of Rights.** Nothing contained in this Agreement shall be construed to limit Seiretsu's rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Seiretsu and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Seiretsu's or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP and Web space addresses. We shall have no liability whatsoever as the result of the loss of any such data, names, addresses, or numbers.

**f) Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws principles. The parties' consent to the exclusive jurisdiction and venue of the state and federal courts located in and serving Sacramento County, California. The parties submit to the personal jurisdiction of such courts.

## 14) NOTICE METHOD FOR CHANGES TO THIS AGREEMENT

Seiretsu may deliver any notice concerning our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our discretion:

- (1) by posting it on [www.Seiretsu.net](http://www.Seiretsu.net);
- (2) by mail or hand delivery to your Premises;
- (3) by email to the address for your account in Seiretsu's records;
- (4) by including it on or with your bill for Service.

You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because we may from time to time notify you about important information regarding the Service and this Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at [www.Seiretsu.net](http://www.Seiretsu.net). You agree that it is your responsibility to maintain accurate contact information for your account with Seiretsu. If you find any change to this Agreement to be unacceptable, you have the right to cancel your Service. Your continued use of the Service for more than 30 days after Seiretsu delivers notice of the change, however, will constitute your acceptance of the change.



## 15) ADDITIONAL TERMS

### a) INTELLECTUAL PROPERTY RIGHTS

**i) Ownership of Addresses.** You acknowledge that use of the Service does not give you any ownership or other rights in any internet/on-line addresses provided to you, including, but not limited to, Internet Protocol (“IP”) addresses, email addresses, and Web addresses. We may modify or change these addresses at any time without notice and shall in no way be required to compensate you for these changes. Upon termination of Service, we reserve the right permanently to delete or remove any or all addresses associated with the account.

**ii) Authorization.** Seiretsu does not claim any ownership of any material that you publish, transmit or distribute using the Service. By using the Service to publish, transmit, or distribute material or content, you:

(1) warrant that the material or content complies with the provisions of this Agreement,

(2) consent to and authorize Seiretsu, its agents, suppliers, and affiliates to reproduce, publish, distribute, and display the content worldwide and

(3) warrant that you have the right to provide this authorization.

You acknowledge that material posted or transmitted using the Service may be copied, republished or distributed by third parties, and you agree to indemnify, defend, and hold harmless Seiretsu, its agents, suppliers, and affiliates for any harm resulting from these actions.

**iii) Copyright.** Title and intellectual property rights to the Service are owned by Seiretsu, its agents, suppliers, or affiliates or their licensors or otherwise by the owners of such material and are protected by copyright laws and treaties. You may not copy, redistribute, resell, or publish any part the Service without any required express prior written consent from Seiretsu or other owner of such material.

**iv) Material Downloaded Through the Service.** In addition to any content that may be provided by us, you may access material through the Service that is not owned by Seiretsu. Specific terms and conditions may apply to your use of any content or material made available through the Service that is not owned by Seiretsu. You should read those terms and conditions to learn how they apply to you and your use of any non-Seiretsu content.

## 16) ADDITIONAL LIMITATIONS ON SEIRETSU’S LIABILITY

**a) Responsibility for Content.** You acknowledge that there is some content and material on the internet or otherwise available through the Service that may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others. We assume no responsibility for this content or material. Anyone who accesses such content and material does so at their own risk. **NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, CONTRACTORS,**

**DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS.** Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the internet. We make no representation or warranty regarding the effectiveness of such programs.

**b) Eavesdropping.** The public internet is used by numerous persons or entities including, without limitation, other subscribers to the Service. As is the case with all shared networks like the public internet, there is a risk that you could be subject to “eavesdropping.” This means that other persons or entities may be able to access and/or monitor your use of the Service. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. **NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU.** You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

**c) Service Security.** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) that may be used by other persons or entities to gain access to your Customer Equipment. You are solely responsible for the security of your Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. **NEITHER SEIRETSU NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS, OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF, OR OTHERWISE RELATING TO THE USE OF SUCH APPLICATIONS BY YOU, OR THE ACCESS BY OTHERS TO YOUR CUSTOMER EQUIPMENT OR OTHER EQUIPMENT OF YOURS.**

**d) Facilities Allocation.** Seiretsu reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Service.