

Access Media Holdings, LLC's Privacy Statement

Access Media Holdings, LLC a/k/a "Upstream" ("AMH" or "we") is committed to protecting the privacy of the personally-identifiable information that we collect from you as you use this Website (the "Site"). The scope of AMH's commitment is detailed in this Privacy Statement ("Policy"). By submitting information, you agree to AMH's use of such information as described herein.

Personally-Identifiable Information

AMH collects personally-identifiable information ("Personal Information") on certain areas of the Site when users register, request information or a response, sign up for events, apply for jobs, and participate in user posting areas, such as bulletin boards, discussion forums, and surveys. The personally-identifiable information collected may include, without limitation, your access ID/password, company, and contact information (names, mailing and e-mail addresses, phone/ fax numbers).

Use of Personal Information

AMH only uses Personal Information to fulfill requests for information, to process your requests to participate in events, and to review and consider any employment-related inquiries that you may submit. We may keep any of your Personal Information on file and use it to contact you for recruiting purposes. AMH may also use Personal Information in analyzing Site user behavior in order to measure interest in specific items posted on our Site.

Customer Proprietary Network Information - CPNI

To help protect the confidentiality of your Customer Proprietary Network Information ("CPNI"), the Federal Communications Commission ("FCC") requires that we do not release detailed call information over the phone. Information can only be given by sending call information through a means known to AMH in advance, for example, via postal mail to the address on file, through email address to the email address on file, or via phone at the telephone number on file. Call detail information is always available via our secure Service Portal at user.AMHnet.com. Customers seeking online access to account information need a password before access can be permitted. AMH provides customers with the ability to create and to manage security codes or passwords they can use to establish online accounts. These actions are taken to protect our customers and their business information.

Notifications of Certain Account Changes

AMH will notify customers of certain account changes. For example, whenever an online account is created or changed, or a password or other form of authentication (such as a "secret question and answer") is created or changed, AMH will notify the account holder. Additionally, after an account has been established, when a customer's address (whether postal or e-mail) changes or is added to an account, AMH will send a notification. These notifications may be sent to a postal or e-mail address, or by telephone, voicemail or text message.

Business Relationships and Exemption From the Rules

AMH's practices with respect to CPNI access and required notifications will essentially be the same for our residential and business customers.

But in cases where AMH and a business have a contractual relationship, and the business has access to a dedicated account representative, the authentication processes used by the parties may be different and notifications might not be sent. In these cases, AMH will verify a person's authority to discuss account information through communications with the person claiming to represent the account holder. In situations where a customer seeks online access to account information, an access code will be required.

In some cases, AMH and the business will have a formal written agreement that will contain a confidentiality provision. In other cases, the contractual relationship will be based on purchases made by the customer from AMH's service schedule, or on the words and conduct of the parties. The relationship will reflect AMH's long-standing protection of customer account information and its practices of not using or disclosing such information except to provide services or as permitted or required by law.

Personally-Identifiable Information Disclosures

AMH will not intentionally disclose (and will take commercially reasonable steps to prevent the accidental disclosure of) your Personal Information to third parties (i.e., persons or entities that are not affiliates of AMH), whether for such third parties' marketing purposes or otherwise, subject only to the following exceptions:

- AMH may disclose your Personal Information to third parties as required or permitted by the laws, rules, and regulations of any nation, state, or other applicable jurisdiction;
- AMH may disclose your Personal Information to third parties who deliver information from us to you for the purpose of performing such delivery; AMH may disclose your Personal Information if, in connection with submitting the information, you consent to such disclosure;
- AMH may disclose contact information for you in response to inquiries by bona-fide rights owners in connection with allegations of infringement of copyright or other proprietary rights arising from information you have posted on the Site or otherwise provided to AMH; and
- If AMH merges with or sells substantially all of its assets or a majority of its equity to a third party, information collected by AMH on the Site may be disclosed to and owned by the merged entity or third party.

Cookies and IP Addresses

The Site uses cookies to identify you and your interests and to track usage of the Site. Cookies are small pieces of text stored on your computer that help us know which browser you are using and where you have been on the Site and on websites to which you may link in order to use some of our features. Cookies also enable us to relate your current usage of the Site to prior usage of this or other websites of AMH. By accepting our cookie, you will be permitted access to certain pages of the Site without having to log in each time you visit. A user who does not accept the cookie from the Site may not be able to

access certain areas of the Site. AMH also logs IP addresses, or the location of computers on the Internet, to help diagnose problems with our server and to administer the Site.

Links Other Websites

AMH may provide links to third-party websites as a service to our users. In addition, some of the content appearing to be on this Site is in fact supplied by third parties, for example, in instances of framing of third-party websites or incorporation through framesets of content supplied by third-party servers. We cannot control and are not responsible for the information collection and privacy practices of such third party websites, which may differ from those of this Site.

Security

AMH has implemented generally accepted standards of technology and operational security in order to protect Personal Information from loss, misuse, alteration, or destruction. Only authorized AMH personnel are provided access to Personal Information, and these employees are required to treat this information as confidential. Despite these precautions, AMH cannot guarantee that unauthorized persons will not obtain access to your Personal Information.

On-Line Privacy Protection for Children

AMH understands the importance of protecting children's privacy, especially in an on-line environment. The Site is not intentionally designed for or directed at children 13 years of age or younger, and AMH will not intentionally collect or maintain information about anyone under the age of 13.

Consent

By using the Site, you consent to the collection, use, and storage of your information by us in the manner described in this Policy and elsewhere on the Site. We reserve the right to make changes to this Policy from time to time. We will alert you to any such changes by updating this Policy.

Questions or Comments

AMH takes seriously its obligation to protect customer information. Our compliance with the rules enacted by the FCC is a continuation of our long-standing practice. If you have questions about this notice or about our specific commitment to the protection of your information, please contact us.

Limitation of Liability

THIS SITE AND ALL SITE INFORMATION IS PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THOSE REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. IN NO EVENT WILL AMH OR ANY MEMBER OF AMH BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOST REVENUE OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF, THIS SITE OR ANY WEBSITE LINKED TO WWW.GECKOTECH.COM. WITHOUT LIMITING THE FOREGOING, NEITHER AMH NOR ANY MEMBER OF AMH SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OF THIS SITE OR ANY SITE INFORMATION WHETHER ARISING UNDER CONTRACT, NEGLIGENCE, TORT OR ANY OTHER LAW OR CAUSE OF ACTION. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY. ACCORDINGLY, SOME OF THE ABOVE MAY NOT APPLY TO YOU. You agree to release, defend, indemnify and hold AMH harmless from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of this Site or any Site information.