

PGEC ENTERPRISES, LLC BROADBAND SERVICES ACCEPTABLE USE POLICY

PGEC Enterprises, LLC, its parent company and its wholly owned operating subsidiaries, have adopted this Acceptable Use Policy to outline the acceptable use of PGEC Enterprises, LLC's Broadband Service. This Acceptable Use Policy is in addition to any restrictions contained in the PGEC Enterprises, LLC service agreement for any of the Broadband Service offerings. This Acceptable Use Policy applies to the PGEC Enterprises LLC's services that provide or include access to the Internet, including hosting services, or are provided over the Internet.

PLEASE READ CAREFULLY BEFORE USING SERVICES PROVIDED BY PGEC ENTERPRISES, LLC.

THIS ACCEPTABLE USE POLICY (THIS "AGREEMENT") CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND PGEC ENTERPRISES, LLC ("WE" OR "US"), A PROVIDER OF INTERNET, RETAIL WEB HOSTING, E-MAIL, ELECTRONIC COMMERCE, AND DOMAIN NAME SERVICES ("SERVICES").

By using the Services, you represent and warrant to us that you are of lawful age to enter into this Agreement and that (i) you have the full right, power and authority to enter into this Agreement and to perform the acts required of you hereunder; and (ii) the acceptance of this Agreement by you, and the performance by you of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound. By using the Services, you acknowledge that you have read and understand the terms and conditions of this Agreement and agree to be legally bound by all of the terms and conditions of this Agreement and any associated documents, the same as if you had physically signed this Agreement.

ACCEPTANCE

1. YOU AGREE TO REFRAIN FROM THE FOLLOWING EXAMPLES OF PROHIBITED CONDUCT.
2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO PGEC ENTERPRISES, LLC THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY.
3. IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY PLEASE DO NOT USE OUR SERVICES.

RESPONSIBILITY OF USE

You shall assume all responsibility for all content distributed, accessed, or viewed while connected to our Services. Under no circumstance shall we be held liable for your actions while you are using the Services. In the event of a court order, we may provide any and all information that they request of us to them.

PROHIBITED CONDUCT

You will violate this Agreement if you engage in the following examples of prohibited activities while using our Services:

1. Spamming:
 - Sending unsolicited bulk and/or commercial messages over the Internet (known as 'spamming').
 - Maintaining an open SMTP relay.
2. Facilitating a Violation of this Policy:
 - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
3. Infringing Intellectual Property Rights:
 - Engaging in any activity that:
 - Infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.
 - Violates privacy, publicity, or other personal rights of others.
4. Obscene Speech or Materials:
 - Using PGEC Enterprises, LLC's Services to advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of illegal pornography or obscene speech or material. PGEC Enterprises, LLC shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through PGEC Enterprises, LLC's Services.
5. Promoting Violence or Injury:
 - Advocating, promoting, or providing assistance in carrying out violence or any other unlawful activity against any persons, animals, or any governments, businesses, or other entities.
 - Describing or displaying a weapon, parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs, and caustic or other dangerous substances contrary to any laws.
 - Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property.
6. Defamatory or Abusive Language:
 - Using PGEC Enterprises, LLC's Services as a means to transmit or post defamatory, harassing, abusive, or threatening language.
7. Forging of Headers:
 - Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
8. Illegal or Unauthorized Access to Other Computers or Networks:
 - Accessing illegally or without authorization, computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as 'hacking').

- Engaging in any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).
9. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities:
- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks.
 - Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
10. Export Control Violations:
- Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States.
11. Illegal Activities:
- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
12. Gambling:
- Engaging in or promoting gambling contrary to any laws.
13. Promoting Intoxicants:
- Displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance contrary to any laws.
14. Instructing others in Prohibited Activities:
- Providing instructions with respect to any activities listed in (a) through (m) above.
15. Other Activities:
- Engaging in any other activity, whether lawful or unlawful, that PGEC Enterprises, LLC in its sole discretion determines to be harmful to customers, operations, reputation, goodwill, or customer relations.

LIMITATION OF LIABILITY AND INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL PGEC ENTERPRISES, LLC, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUPPLIERS, RESELLERS AND DISTRIBUTORS (COLLECTIVELY, THE 'PGEC ENTERPRISES, LLC ENTITIES' AND EACH, A 'PGEC ENTERPRISES, LLC ENTITY') BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ONE OR MORE OF THE PGEC ENTERPRISES, LLC ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES ARISING FROM OR IN ANY WAY RELATED TO DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NON-DELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH PGEC ENTERPRISES, LLC'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES.

CIRCUMSTANCES MAY ARISE IN WHICH YOU ARE ENTITLED TO RECOVER DAMAGES FROM ONE OR MORE OF THE PGEC ENTERPRISES, LLC ENTITIES. IN SUCH INSTANCE, THE AGGREGATE LIABILITY OF THE PGEC ENTERPRISES, LLC ENTITIES FOR DAMAGES IS LIMITED TO THE LESSER OF (A) THE AMOUNT ACTUALLY PAID TO PGEC ENTERPRISES, LLC BY YOU UNDER THIS AGREEMENT DURING THE ONE (1) MONTH IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED OR (B) THE SUM OF FIVE DOLLARS (\$5.00). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY PGEC ENTERPRISES, LLC HEREUNDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE THE PGEC ENTERPRISES, LLC ENTITIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS PARAGRAPH.

You hereby acknowledge and agree that PGEC Enterprises, LLC and its suppliers will not be liable for any delay, outages, or interruptions of the Services. Further, PGEC Enterprises, LLC shall not be liable for any delay or failure to perform its obligations under this Agreement or any other agreement between you and us relating to the Services, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electrical, electronic, communications, or third-party supplier failure).

You hereby release and hold harmless, and agree to indemnify, the PGEC Enterprises, LLC Entities against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs, or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by the PGEC Enterprises, LLC Entities, arising out of or relating to: your violation or breach of any term, condition, representation, or warranty of this Agreement, or any applicable policy or guideline; your use of the Services; or your violation, alleged violation, or misappropriation of any intellectual property right (including, without limitation, trademark, copyright, patent, trade secrets) or non-proprietary right of a third party (including, without limitation, defamation, libel, violation of privacy, or publicity). You are hereby notified that all PGEC Enterprises, LLC Entities are intended third-party beneficiaries of this Agreement, with a right of enforcement of the exclusions and limitations of liability and the indemnities contained in this Agreement.

DISCLAIMER

THE SERVICES ARE PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND. PGEC ENTERPRISES, LLC DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH

REGARD TO THE SERVICES, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ALTHOUGH PGEC ENTERPRISES, LLC WILL USE COMMERCIALY REASONABLE MEASURES TO MAINTAIN THE SECURITY OF THE SERVICES, PGEC ENTERPRISES, LLC ASSUMES NO RESPONSIBILITY FOR THE EFFECTIVENESS OF THESE SECURITY MEASURES PROVIDED BY PGEC ENTERPRISES, LLC. PGEC ENTERPRISES, LLC DOES NOT AND WILL NOT PERFORM SYSTEM BACKUPS ON ANY E-MAIL ACCOUNT(S). WE SHALL NOT BE HELD RESPONSIBLE FOR ANY LOST E-MAIL DATA, EMAIL ATTACHMENTS, OR ANY E-MAIL MESSAGE CONTENTS, REGARDLESS OF THE REASONING FOR DATA LOSS OR SYSTEM CAUSES.

CONFIDENTIALITY

Information transmitted through us and through the internet in general is not confidential. We cannot and shall not guarantee privacy or protection of any user of our Services. We reserve the right to monitor your transmissions when deemed necessary for providing proper Services and/or to protect our rights and property.

CONSEQUENCES FOR ENGAGING IN PROHIBITED CONDUCT

In the event that you engage in any of the activities above, as determined by PGEC Enterprises, LLC in its sole discretion, PGEC Enterprises, LLC may immediately suspend or terminate access to the Services and/or terminate any other agreement with you related to the Services and recover costs and expenses for any harm caused to PGEC Enterprises, LLC or its suppliers.

JURISDICTION/VENUE/CHOICE OF LAW

You agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to your account or your use of the Services resides in the courts of the Commonwealth of Virginia in Sussex County, Virginia and that this Agreement shall be governed by Virginia law. You expressly consent to the exercise of personal jurisdiction in the courts of the Commonwealth of Virginia in Sussex County, Virginia in connection with any such dispute.

BY YOUR USE OF THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.