

Acceptable Use Policy (Effective May 5th, 2008)

V V D Funding, LLC d/b/a Premium Choice Broadband (“PCB”) is committed to providing the best possible service to its customers. This Acceptable Use Policy (the “Policy”) outlines acceptable use of PCB’s services (the “Service”). All users of any of the Services must comply with the terms of this Policy.

THIS POLICY IS A MATERIAL PART OF ANY AGREEMENT WITH PCB FOR PROVISION OF ITS SERVICES TO ALL CUSTOMERS. PLEASE READ AND FOLLOW THE TERMS OF THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY PCB AS SET FORTH BELOW.

This Policy forms part of the agreement between you and PCB regarding your use of the Services and is incorporated by reference into and should be read in conjunction with PCB’s Terms and Conditions, which are available at <http://www.premiumchoicebroadband.com/Legal.html>.

Prohibited Activities

As a condition to your use of the Service and for the benefit of all users of the internet, PCB prohibits the activities listed below and may use various methods to manage its networks and ensure compliance with this Policy.

Criminal Conduct. You may not use the Service:

(i) to post, upload, reproduce, or otherwise transmit information or materials if such activity constitutes a criminal offense, including without limitation obscenity and child pornography, and libelous, defamatory, or hateful content;

(ii) in any other manner prohibited by any applicable laws or regulations;

(iii) to commit fraud;

Improper Uses. You may not use the Service:

(i) to damage, disable, overburden, or otherwise impair any PCB property, or in any other way that directly or indirectly interferes with or disrupts any network or adversely affects another’s use or enjoyment of any Service or network;

(ii) on a standby or inactive basis in order to maintain a connection;

(iii) to excessively consume or utilize the system or network resources;

(iv) in any other manner that may weaken network performance, as determined in PCB's sole discretion;

(v) to store, post, transmit, or disseminate material or information that is harmful, threatening, abusive, harassing, indecent, or otherwise objectionable;

(vi) in any manner that may give rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation;

(vii) to transmit or facilitate any spam, which includes without limitation any and all unsolicited or unauthorized advertising, telemarketing, promotional materials, junk mail, bulk e-mail, duplicative e-mail, commercial e-mail, fax broadcasting, or fax blasting. For purposes of this Policy, an e-mail may be "unsolicited" if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship, (2) the recipients did not consent to receive communications from the sender, or (3) the recipients have opted out of receiving communications from the sender;

(viii) to impersonate any person or entity, to falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others;

(ix) to upload files or transmit any material that contains viruses, worms, Trojan horses, time bombs, cancelbots, corrupted files, or other code that is designed to or may cause damage; or

(x) to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and express consent.

Other Uses of Services

Newsgroups. You should carefully review all applicable guidelines, standards, FAQs, and any other available information when posting to any newsgroup. Postings must be limited to those that are related to the topic of the newsgroup, as described in the newsgroup materials. You are also prohibited from sending "mass e-mails" (e-mails sent to 10 or more people), if such a mass e-mail would be reasonably expected to provoke complaints from the recipients.

Use of Your Account by Others. Use of the Service by others for illegal or improper activities or for any purpose or in any manner prohibited by this Policy is prohibited. Any configuration of your network that would give a third party the ability to use the Service in an improper manner or for an improper purpose is prohibited. You may not distribute, transfer,

copy or sell the Service or any portion thereof without PCB's prior written consent. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

Violations of Policy. In the event that you violate this Policy, PCB may, without limitation, take any one or more of the following actions:

- (i) issue a warning;
- (ii) suspend your privileges as they relate to posting matters and access to PCB's network;
- (iii) increase fees associated with your Service;
- (iv) suspend your account;
- (v) terminate your account;
- (vi) bill you for administrative costs and/or reactivation charges;
- (vii) bring legal action to enjoin violations and/or to collect damages, if any, caused by violations; or
- (viii) take no action.

Unless otherwise expressly provided herein, PCB's rights and remedies under the Policy are cumulative and not exclusive of any rights or remedies that PCB may otherwise have at law or in equity or under any other agreement. A waiver by PCB of any violation of this Policy on any occasion shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term, and no failure or delay by PCB in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. PCB has the right but not the obligation to monitor or restrict any uses of the Service that PCB believes in its sole discretion violates this Policy, any part of the Terms and Conditions, or any applicable law.

Personal Websites. Depending upon the Service you subscribe to, PCB may offer you a certain amount of disk space for hosting website(s) ("Web Space"). You are solely responsible for all information in whatever format (including without limitation data, text, software, music, sound, photographs, graphics, video, messages, or other materials) (the "Content") posted on and contained within your Web Space. To the extent that any third party consents are required in connection with the content of your Web Space, you are solely responsible for obtaining any

such consent or permission. PCB is under no obligation to and does not inspect or otherwise participate in the posting of Content to its customers' Web Spaces. For that reason, PCB does not and cannot guarantee the accuracy, integrity, security, or quality of any Content. You are hereby advised that anyone using the internet will have access to view your Web Space. PCB reserves the right at any time and from time to time, to modify or discontinue, temporarily or permanently, your Web Space, with or without notice for any reason.

Reporting Violations. PCB requests that any person who becomes aware of a violation of this Policy report the information to us at customerservice@premiumchoicebroadband.com. Please provide as much information as possible, including the IP address used to commit the alleged violation and the date and time of the alleged violation.

Limitation of Liability. By using the Web Space, you acknowledge that all Content stored thereon is stored at your own risk. PCB disclaims any liability for the security of any Content. You further acknowledge that PCB will not be liable to you or to any third party for any modification, suspension, or discontinuance of your Web Space for any reason. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your individual requirements for accuracy of data input and output. You are strongly advised to maintain an alternative means for the reconstruction of any lost data.

Copyright Infringement. Alleged infringements of copyrights can be reported by sending PCB's designated agent notification of the infringement that satisfies the requirements of the Digital Millennium Copyright Act. The designated agent may be reached at:

Drummond Woodsum & MacMahon
245 Commercial Street
P.O. Box 9781
Portland, ME 04104
Attn: Daina J. Nathanson

Amendments; Reservation of Rights. PCB may amend this Policy at any time without notice, and such amendments will be posted on this website. You should visit this website frequently to ensure that you are in compliance with the most current version of the Policy. Your continued use of the Service after the effective date of any such amendment will constitute your acceptance thereof and you shall thereafter be bound by the terms of this Policy, as amended.