

RULES OF CONDUCT
FOR
PEGASUS BROADBANDSM

*****IMPORTANT – PLEASE READ CAREFULLY*****

This is a legal agreement ("Agreement") between you ("Subscriber," "you" or "your") and Pegasus Rural Broadband, LLC or Pegasus Broadband Communications, LLC ("Pegasus") governing your use of the Pegasus Broadband Internet Access Service (the "Service"). Agreement to these terms is required for your use of the Service. You are fully responsible for all use of your account by others.

Your use of the Service constitutes your agreement to fully comply with the terms set forth below.

RULES OF CONDUCT

1. By posting information in or otherwise using the Service or any communications service, e-mail, chat room, message board, newsgroup, software library, or other interactive service that may be available to you on or through the Service, you agree that you will not upload, post, or otherwise distribute or facilitate distribution of any content – including text, communications, software, images, sounds, data or any other information – that:
 - A. is unlawful, abusive, defamatory, deceptive, fraudulent, harassing, invasive of another's privacy, libelous, threatening, tortuous, contains explicit or graphic descriptions, accounts or depictions of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals, child pornography and other unlawful content), or otherwise violates (i) Pegasus' rules or policies or (ii) applicable local, state, national or international laws or any rules or regulations promulgated thereunder;
 - B. degrades, harasses, intimidates or victimizes an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
 - C. infringes any copyright, patent, trademark, trade secret, right of publicity or other proprietary right of any party;
 - D. contains software viruses, worms, trojan horses or any other computer code, files, or programs that are designed or intended to copy, disrupt, damage, destroy or limit the functioning of any software, hardware, network systems or telecommunications equipment or to copy, disrupt, damage, destroy or obtain unauthorized access to any data or other information of any party;
 - E. impersonates any person or entity including, but not limited to, any employee or representative of Pegasus. Adding, removing or modifying identifying network header information in an effort to

deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited; or

- F. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "spam" or "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.

2. Pegasus does not support e-mailing unsolicited mail, for whatever reason, to a mailing list, and a Pegasus Broadband e-mail account is not to be used for unsolicited commercial mass mailings under any circumstances. Using a Pegasus Broadband e-mail address to collect responses from unsolicited commercial e-mail is also prohibited. If you receive unsolicited bulk e-mail and want to report it, please forward such e-mail to abuse@pgrb.com. Pegasus reserves the right to exercise any and all legal or technical remedies to ensure that unsolicited bulk mail does not enter into or remain on the Service, including the right to terminate immediately any Subscriber accounts or groups of Subscriber accounts engaging in any such spam mailings.

3. You further acknowledge and agree that:

- A. you will not use the Service to collect information about third parties without their knowledge or permission, or use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk e-mail or communications;
- B. you will not use the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Pegasus or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- C. you will not use the Service for any activity which adversely affects the ability of other people or systems to use the Service or the Internet. This 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. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner;
- D. you will not use the Service to harm, or attempt to harm, minors in any way or solicit or collect personal information from a child seventeen (17) years old or younger without appropriate verifiable parental consent;
- E. you will not use the 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," and "chain letters";
- F. you will not resell the Service. Running programs or servers that provide network services to others through the Service, such as web hosting, multi-user interactive forums, game servers, operating an internal mail/http/ftp/irc/dhcp server to serve external connections or support multi-

user interactive forums is prohibited. You may not obtain or attempt to obtain the Service by any means or device with intent to avoid payment;

- G. you will supervise and be fully responsible for all use of your account by others, and you will safeguard your username and password at all times. If you make purchases on the Internet, you may be asked by the merchant or service provider to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide will be accurate, complete and current, and you agree to pay all charges incurred by users of your account relating to purchases on the Internet;
- H. you will fully comply with the terms of the Acceptable Use Policy of Broadwing Communications, LLC, the entity that provides Pegasus and its subscribers with access to its enhanced Internet Protocol network. Broadwing's Acceptable Use Policy may be read at <http://www.Broadwing.com/aup>;**
- I. Pegasus has no obligation to monitor the Service. You agree that Pegasus has the right to monitor the Service electronically from time to time, and you consent to Pegasus' access, use and disclosure of any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly or to protect itself or its subscribers. It may be necessary for Pegasus employees to examine system logs and other records to resolve system problems. Pegasus reserves the right to access a subscriber's mailbox to resolve system problems or mail system errors;
- J. Pegasus generally does not pre-screen, monitor, or edit the content posted by users of communications services, chat rooms, message boards, newsgroups, software libraries, or other interactive services that may be available on or through the Service. Pegasus and its agents have the right, in their sole discretion, to remove any content that in Pegasus' judgment violates Pegasus' rules or policies (as contained in this Agreement or any other document issued by Pegasus from time to time), may subject Pegasus to liability, or is otherwise harmful, illegal, objectionable, or inaccurate. Pegasus is not responsible for any failure or delay in removing such content;
- K. Pegasus makes no guarantee and assumes no liability for the security of any data on any server including "secure servers." You are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method and the continued protection given by the recipient.

REPORTING VIOLATIONS

Anyone who believes that there has been a violation of these Rules of Conduct may contact Pegasus at **abuse@pgrb.com**. If available, please provide the following information:

- The IP address used to commit the alleged violation.

- The date and time of the alleged violation.
- Evidence of the alleged violation.

Pegasus may take any one or more of the following actions in response to a violation of any of its rules or policies:

1. issue written or verbal warnings;
2. suspend the Subscriber's account;
3. terminate the Subscriber's account;
4. bill the Subscriber for administrative costs or other charges;
5. notify appropriate legal authorities and provide all records, including the offender's name and address, to such authorities; and/or
6. bring legal action to enjoin violations and/or collect damages, if any, caused by violations.

REVISIONS TO RULES OF CONDUCT

Changes to these Rules of Conduct may be made, from time to time, in Pegasus' sole discretion. These changes may affect your rights and obligations under this Agreement and may also affect the type and nature of the Service itself.

This Agreement, including any future modifications, will be available on the Pegasus Broadband Customer Website at www.pegasusbroadband.com, and it is your responsibility to check the website periodically for notice of any such changes. If you have any questions about these Rules of Conduct, please contact Pegasus at abuse@pgrb.com.