

## Acceptable Use Policy (Effective March 15, 2016)

**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/contracts>.

### **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;
- (iv) for the purposes of Copyright Infringement, including without limitation music, movies or books;

### **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, unless installed under the Seasonal Program and are considered to be a Seasonal Customer;
- (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.

**Acceptable Use Thresholds – Wireless Internet**

To protect our networks and services, and ensure all customers are provided with a fair amount of access to the Internet over our network, PCB has in place Acceptable Use Thresholds for each Internet Service Package available. The purpose of these thresholds are to provide equitable delivery of upload and download speeds to all PCB customers by restricting the speeds of those who have exceeded the monthly usage thresholds.

<b>Residential/Commercial Package</b>	<b>Acceptable Use Threshold (per month)</b>
Starter Plan	Unlimited
Premium Lite	20 GB
Browsing Basics	40 GB
Next Generation	60 GB
Totally Connected	Unlimited
Small Office	80 GB
Business	100 GB
Enterprise	Unlimited

If your total usage reaches 80% or more of the Acceptable Use Threshold, we will notify you by e-mail. If at any time, within one month, your usage exceeds the Acceptable Use Threshold (exceeding 100%), the speed of your service will be slowed to 384 kbps download and 128 kbps upload. Your speeds will be restored on the first day of the next month, when the threshold resets back to zero. You may log into your individual account to view and check your total usage, through our customer portal found right on our website.

**Exemption Period – Wireless Internet**

The exemption period runs from midnight through 6:00am every day. Any usage, uploaded or downloaded, will not be added towards your total usage threshold for the month. This exemption period only applies if you are receiving PCB’s wireless internet service.

**Acceptable Use Thresholds – 4G-LTE Internet**

To protect our networks and services, and ensure all customers are provided with a fair amount of access to the Internet over our network, PCB has in place Acceptable Use Thresholds for each Internet Service Package available. The purpose of this threshold is to provide equitable delivery of upload and download speeds to all PCB.

<b>Residential/Commercial Package</b>	<b>Acceptable Use Threshold (per month)</b>
Premium Select	20 GB

If your total usage reaches 80% or more of the Acceptable Use Threshold, we will notify you by e-mail. If at any time, within one month, your usage exceeds the Acceptable Use Threshold (exceeding 100%), your service will be temporarily suspended. Your service will be restored on the first day of your next billing cycle, when the threshold resets back to zero. You may also restore service by purchasing additional usage by logging into your individual account or by contacting our office. You may log into your individual account through our customer portal found right on our website. There is not an Exemption Period with the 4G-LTE Internet Service.

**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.

## **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](mailto: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.

## **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.