

UNION CITY ENERGY AUTHORITY BROADBAND ACCEPTABLE USE POLICY

INTRODUCTION

Union City Energy Authority (“UCEA”) has formulated this Acceptable Use Policy (“AUP”), in order to set forth terms regarding the responsible use of, as applicable, UCEA’s network, any associated equipment, systems, Internet services, and web sites (collectively, “the Services”) by our customers and other users of the Services (collectively, “Users”).

PLEASE READ THIS AUP CAREFULLY BEFORE USING ANY OF THE SERVICES. BY USING ANY PART OF THE SERVICES, USER AGREES TO BE BOUND BY THIS AUP AS SPECIFIED BELOW AND TO THE TERMS AND CONDITIONS OF SERVICE IN THE MASTER SERVICES AGREEMENT ENTERED INTO WITH UCEA (“Master Services Agreement”). IF USER DOES NOT AGREE TO ANY PART OF THIS AUP AND/OR THE MASTER SERVICES AGREEMENT, USER SHOULD REFRAIN FROM USING THE SERVICES.

User represents that User has read and agrees to be bound by the AUP and the Master Services Agreement”), and that User is at least eighteen (18) years of age. UCEA may revise and update this AUP and/or Master Services Agreement at any time by posting the amended terms to the UCEA website. User’s continued use of the Services means that User accepts and agrees to the revised AUP and/or Master Services Agreement. If User disagrees with the AUP and/or the Master Services Agreement as amended from time to time, User’s sole and exclusive remedy is to discontinue using the Services. User should visit the AUP often to be aware of any updates.

AVAILABILITY OF CONTENT AND SERVICES; MONITORING

UCEA has no obligation to monitor the Services, but may do so and disclose information regarding the use of the Services for any reason if UCEA, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the Services properly, or to protect itself and other users or subscribers. UCEA does not actively monitor or exercise editorial control over any Internet content, applications, or services of third parties.

RESPONSIBILITY FOR CONTENT

User is solely and exclusively responsible for any material User, or anyone using User’s account, distributes, copies, creates, or otherwise makes available through the Services. UCEA takes no responsibility for any material created or accessible on or through the Services or the Internet. User is solely responsible for all content available on or through User’s website, if any, and UCEA expressly disclaims any and all liability for any such content. In the event that UCEA becomes aware that any such material created by User may violate any part of this AUP and/or may expose UCEA to civil or criminal liability, UCEA reserves the right to block access to such material, and to suspend or terminate Services. UCEA cooperates with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that UCEA deems responsible for the wrongdoing.

INAPPROPRIATE CONTENT

User shall not use the Services to transmit, distribute or store material that is illegal, as reasonably determined by state or federal law or by any regulatory authority or UCEA, including but not limited to illegal pornographic material (including child pornography), defamatory, libelous, threatening, harassing, abusive, hateful, or excessively violent material.

INTELLECTUAL PROPERTY

Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. User shall not use the Services in any manner that would infringe, violate, dilute, or misappropriate any such rights. If User uses a domain name in connection with any of the Services, User must not use that domain name in violation of the trademark, service mark, or similar rights of any third party.

CLAIMS OF COPYRIGHT INFRINGEMENT; REPEAT INFRINGER POLICY

Pursuant to the Digital Millennium Copyright Act (the “Act”), UCEA reserves its right to terminate subscribers and account holders who repeatedly infringe on copyrights. If UCEA receives a determination that any subscriber or account holder infringed another’s copyright through the use of UCEA’s system or network, UCEA may terminate service to that account after receiving notice of any further copyright infringement on the account. UCEA accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

NOTIFICATIONS OF CLAIMED COPYRIGHT INFRINGEMENT

Written notices related to claimed copyright infringements should be directed to the following designated agent:

Copyright@UnionCityEnergy.com

Any such notice should contain, at a minimum, identification of the copyrighted work claimed to have been infringed, identification and location of the material that is claimed to be infringing, and information reasonably sufficient to permit UCEA to contact the noticing party.

COUNTER-NOTIFICATION IN RESPONSE TO COPYRIGHT INFRINGEMENT CLAIM

If a notice of copyright infringement is wrongly filed against User, User shall have the right to submit a counter-notice, in writing, identifying the material that is the subject of the infringement notice and an explanation as to why the infringement notice is in error. Any such counter-notice must be submitted to the designated agent at the email address noted above.

TAKE DOWN

UCEA reserves the right to reject or remove any material residing on or transmitted to or through the Services that it, in its sole discretion, believes is unacceptable or in violation of the law, this AUP, and/or the Master Services Agreement. UCEA may immediately remove content posted by User or User's employees, if UCEA believes such content is unlawful, violates the AUP and/or Master Services Agreement, or such removal is executed pursuant to the Act. Upon UCEA's request, User shall terminate service to any of User's users who, in UCEA's sole discretion, have violated the AUP, Master Services Agreement, or applicable law or regulations. However, nothing in this section shall be construed as imposing any obligation on UCEA to take down unacceptable or unlawful material in each or any instance.

HARMFUL CONTENT

Users shall not use the Services to transmit, distribute, or store material that contains a virus, worm, Trojan Horse, or other component harmful to the Services, any other network or equipment, or other Users.

FRAUDULENT/MISLEADING CONTENT

Users shall not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

UNSOLICITED MESSAGES

User may not use the Services to send unsolicited email messages, including, without limitation, bulk commercial advertising or information announcements (collectively referred to as "Spam"), including, without limitation, actions such as using an email account on UCEA's network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to the Services. In addition, User may not use the Services in order to (a) send email messages which are excessive and/or intended to harass or annoy others; (b) continue to send email messages to a recipient that has indicated that he or she does not wish to receive them; (c) send email with forged TCP/IP packet header information; (d) send malicious email, including, without limitation, "mailbombing;" (e) send or receive email messages in a manner that violates the use policies of any other Internet service provider; (f) use an email box exclusively as a storage space for data; or (g) post the same or similar message to one or more news groups (excessive cross-posting or multiple posting). An email message will be considered unsolicited if it is sent to a recipient (1) who has not expressly requested or invited it; (2) with whom the sender does not have an existing business or personal relationship; or (3) who has requested that the sender not send them any further messages.

MONITORING BY UCEA

UCEA may monitor the UCEA websites, the Services, and /or server contents at any time to (1) comply with any necessary laws, regulations, or other governmental requests, this AUP and/or the Master Services Agreement; (2) operated the server properly; or (3) protect itself and its Users.

LIABILITY DISCLAIMER

UCEA ASSUMES NO LIABILITY FOR ANY FAILURE TO ENFORCE THE TERMS OF THIS AUP. USER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET GENERALLY.

NO WAIVER/SEVERABILITY

Any failure of UCEA to enforce this AUP and/or the Master Services Agreement shall not be construed as a waiver of any right to do so at any time. If any portion of the AUP and/or the Master Services Agreement is determined to be invalid or unenforceable, the portion will be construed in accordance with applicable law, and any remaining portions will remain in full force and effect.

SYSTEM AND NETWORK SECURITY

Users are prohibited from violating or attempting to violate the security of the Services, including, without limitation: (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access; (b) impersonating UCEA personnel; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing;" (e) forging any TCP/IP packet header or any part of the header information in any email or news group posting; (f) taking any action in order to obtain services to which User is not entitled; or (g) attempting to utilize another User's account name or persona without authorization from that User. User is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for the Services. Violations of system or network security may result in civil or criminal liability. UCEA reserves the right to investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

VIOLATIONS

Notwithstanding any other statement in this AUP to the contrary, UCEA reserves the right to monitor and manage reported violations of this AUP, Master Services Agreement, system or network security, any law or regulation, or other network abuses, and may notify User of any reported violations by User or User's users and/or employees. Use of the Services constitutes consent to any such monitoring. If a User is suspected of hacking or violating network security, the User may be subject to criminal and civil liability. UCEA will investigate incidents involving

such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected.

SUSPENSION; TERMINATION; ACCESS RESTRICTION

User is responsible for compliance with this AUP by any User or User's account. User agrees that any violation by User, User's employees or users of this AUP and/or Master Services Agreement may result in suspension or termination of service, without notice, and at UCEA's sole option. User agrees that UCEA shall not be liable for any damages of any nature suffered by User, User's customers, any other User, or a third party resulting in whole or in part from UCEA's exercise of its rights under this AUP and/or Master Services Agreement. User further agrees that UCEA may terminate User's service if any law enforcement agency, acting within its jurisdiction, advises that the Services are being used in violation of the law.

UCEA reserves the right, in its sole discretion, to terminate User's access to any or all UCEA websites and the related services or any portion thereof at any time, without notice.

RESELLING

User may not sell, resell, lease or otherwise convey the Services, User's rights to the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof. Further, User is prohibited from redistributing the Services, or any portion thereof, whether or not User receives compensation for such redistribution.