

1. INTRODUCTION

This Acceptable Use Policy (“AUP”) governs your use of the Internet services (“Service”) provided by us (Progressivetel”), whether you subscribe to the Service or not, and you agree to all the terms set forth herein.

Generally, Progressivetel does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc). However, Progressivetel and its agents reserve the right at their sole discretion to remove any content that, in Progressivetel’s judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. Progressivetel is not responsible for any failure or delay in removing such content.

In addition, Progressivetel may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the service and/or your Progressivetel account. You agree to indemnify, defend, and hold Progressivetel harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. Progressivetel is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS

The following constitute violations of Progressivetel’s AUP:

- A. Using the Service to gain unauthorized access to any computer systems.
- B. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- C. Using the Service to interfere with the access to the Internet by other parties or disrupt the network used by Progressivetel.
- D. Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.
- E. Using the Service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- F. Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- G. Using 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.”
- H. Adding, removing or modifying identifying network header information in an effort to deceive or mislead.

- I. Using the Service to transmit any unsolicited bulk email or bulk commercial email (even if opt-in) is prohibited. Activities that have the effect of facilitating unsolicited bulk email or bulk commercial email, whether or not that email is commercial in nature, is prohibited.
- J. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate or attempt to penetrate, security measures of Progressivetel 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.
- K. Using the Service to transmit any material (by email, uploading, posting, or otherwise that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software.
- L. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- M. Using the Service to harm minors in anyway.
- N. Reselling the Service without Progressivetel's authorization.

3. BROADBAND USAGE

Progressivetel may establish and enforce bandwidth usage limitations to ensure the quality of service for all subscribers. By using the Service, you agree that you are responsible for bandwidth consumption over your connection and will comply with any limitations that are now in effect or may be established in the future. If your use of the Service results in bandwidth usage in excess of established, policies or packages, Progressivetel may, at its sole discretion, take actions to mitigate this, including but not limited to billing for excess bandwidth used, temporarily restricting or terminating data throughput from and/or to your connection, or terminating your account.

4. DIAL-UP USAGE

All dial-up accounts under the Service are allowed an unlimited number of sessions, however, these are not dedicated access accounts. Automated means of avoiding disconnections due to inactivity are prohibited. Such automated means include electronic or software auto-dialers, programs that maintain an active connection, pinging the mail server, repetitive e-mail checks and any other means currently available or developed in the future. Please refer to our web site or customer service for the current pricing for our accounts and any excess usage charges.

5. REVISIONS BY PROGRESSIVETEL OF THIS AUP

PROGRESSIVETEL reserves the right to revise, amend or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment or modification will be posted in accordance with the terms of the Internet Service Agreement.