

TERMS OF USE
FOR WEB SITE FOR
POWERCONNECT DIGITAL PHONE SERVICE

ATTENTION: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEB SITE. BY USING THIS WEB SITE, INCLUDING ANY SERVICES PROVIDED ON OR THROUGH THIS WEB SITE (the "Site"), YOU INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS SITE.

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG") may at any time revise this Terms of Use Statement by updating this posting, so you should periodically examine the current Terms of Use to which you are bound. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages at this Site.

SITE CONTENT

All material on the Site including, but not limited to, pictures, illustrations, designs, icons, text, audio clips, and video clips (collectively, the "Content") and all intellectual property rights therein, are owned, operated, controlled, or licensed by PNG or other individuals or organizations and are protected by worldwide copyright laws. You may use Site Content for your personal use for non-commercial purposes but no modification or further reproduction of content is permitted. The Site Content may not otherwise be copied, downloaded, uploaded, reproduced, reposted, transmitted, deleted, modified, republished, retransmitted, reused, displayed, distributed, used outside the scope of normal Web browsing or used to create derivative works or performances without the express written permission of PNG or the copyright owners. All other rights reserved.

Names, trademarks, service marks, trade names, trade dress, logos and products appearing on this site are protected in the United States and internationally and may not be used for advertising or publicity purposes, or to indicate any affiliation with or endorsement by PNG and/or their respective owners, except with the express written permission of PNG and/or those respective owners. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any patent or trademark of PNG or any third party. Except as expressly provided above, nothing contained herein shall be construed as conferring any license or right under any PNG copyright or trademark. Other product, service and company names mentioned on the Site are for identification purposes only and may be trademarks of their respective owners.

You are solely responsible for all content including, but not limited to text, photographs, caricatures, illustrations, designs, icons, articles, audio clips, and video clips (collectively, "User Content") that you post, e-mail, or otherwise transmit via this Site. PNG does not control User Content posted or otherwise transmitted via this Site and PNG does not guarantee the accuracy, integrity, or quality of such User Content. Any communications you send to this Internet site or otherwise to PNG by electronic mail with the exception of personally identifiable information as defined in the PNG's Internet Privacy Policy shall be deemed to be non-confidential and we shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose, and distribute the information to others without limitation. We shall be free to use any ideas, concepts, expression, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such information.

OBLIGATIONS OF SITE VISITORS OR USERS

You agree not to do any of the following while visiting or using the Site or any services provided by or through the Site:

- restrict or inhibit any other user from using and enjoying the Site;

- impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity or indicate that you are an employee or representative of PNG, or any PNG affiliate or subsidiary;
- post or transmit unlawful, offensive, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any images or other material depicting nudity;
- post or transmit comments containing harassing or offensive language or engage in disruptive activities online, including excessive use of the return key, shouting (ALL CAPS), or flooding;
- post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
- except as expressly permitted by the rules of this Site, post or transmit any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters" or any other form of solicitation on the Site or through the Site;
- post, upload or transmit any Content or other material that is fraudulent or violates or infringes the rights of others, including material that violates privacy or publicity rights, or infringes copyright, trademark or other proprietary rights, unless you first obtain permission from the owner or right holder, and such owner or holder agrees;
- post or transmit Content that encourages or provides instructional activities about illegal activities, in particular hacking, cracking or distribution of counterfeit software;
- solicit other users to join or contribute money to any online service or other organization, advocate or attempt to get users to join in illegal schemes or plan or participate in scams involving other users;
- violate any applicable law or regulation, including without limitation any local, state, provincial, national or international law, any export control laws, or any regulations promulgated by any state or federal authority;
- access or use password protected, secure or non-public areas of the Site without authorization;
- frame, repackaging, or otherwise re-distribute any portion of the Site; or
- use the Site, or any services provided through the Site, to collect personally identifying information about users of the Site or conduct any activity in violation of PNG's Internet Privacy Policy.

PNG may, at its sole discretion, take any action PNG deems necessary, including, but not limited to, termination of access to the Site, if PNG believes a user's conduct or content fails to conform with these terms and conditions or may create liability for PNG, its partners, its suppliers, or other users. PNG will not be liable to you or any third party as a result of such termination or modification. The terms and conditions provided in the Terms of Use will survive any such termination or modification.

LINKS TO OTHER WEB SITES

PNG may provide links on this Site to other Web sites that are not maintained by or under the control of PNG solely as a convenience to you. If you use these links, you will leave this Site. Please remember that linked sites are not PNG's sites and the information could change without PNG's knowledge. Linked sites and their contents should not be attributed to PNG in any manner. PNG has not attempted to verify the truth or accuracy of any third party site or content and does not make any representations or warranties about them. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. In the event PNG endorses a particular organization, we will clearly state our endorsement next to any link to that organization.

PRIVACY

Our policies concerning the use of your personal information are set forth in the PNG [Internet Privacy Statement](#) also located at this web site and incorporated by reference herein. By using this Site or the services provided by or through this Site, you agree to waive and release PNG and PNG from any

claim or liability in connection with the collection, use, or disclosure of information consistent with the [Internet Privacy Statement](#) .

MINORS

Minors, and in particular children under the age of 13, may not be able to participate in certain activities on the Site, or may be able to participate only with a parent or guardian. At various places on the Site, we may ask users to enter their age or birth date. PNG relies on you as a user to be truthful in responding to these questions. If a user does not identify his/her proper age, we will have no way of verifying actual age with respect to our Internet Privacy Policy. If you are a parent or guardian who agrees to allow your minor child, or a child for whom you act as a legal guardian (defined as a "Minor"), to use the Site, you agree that you will be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the Service; (c) the consequences of any use of the Service by such Minor. The disclaimers and limitations of liability set forth herein shall apply to you for acts of the minor. If a Minor is 18 or older, but not of the age of majority in his or her state of residence, you will still be responsible for the acts of the Minor and all disclaimers and limitations of liability will still apply.

SUBMISSIONS

While PNG is pleased to hear from users and welcomes your comments regarding PNG's programs and services, PNG's policies do not allow it to accept or to consider creative ideas, suggestions, or materials other than those it has specifically requested. The intent of this policy is to avoid the possibility of future misunderstandings when projects developed by PNG's employees and agents might seem to be similar to creative works submitted by users. Accordingly, while PNG values your feedback, PNG must ask that you do not send original creative materials except when specifically requested to do so. Whether you send submissions in response to contests or whether you send creative suggestions, ideas, notes or concepts or other materials, if you send specific submissions without a request from PNG (collectively, "Comments"), ANY COMMENTS YOU SEND TO US BY ANY MEANS SHALL BE DEEMED TO BE NON-CONFIDENTIAL, NON-PROPRIETARY AND WE SHALL HAVE NO OBLIGATION OF ANY KIND WITH RESPECT TO SUCH INFORMATION AND SHALL BE FREE TO REPRODUCE, USE, DISCLOSE, AND DISTRIBUTE THE INFORMATION TO OTHERS WITHOUT LIMITATION. We shall be free to use any ideas, concepts, materials, intellectual property, know-how or techniques contained in the comments for any purpose whatsoever including but not limited to developing, manufacturing and marketing of products incorporating such information. IF YOU HAVE ANY PROTECTIBLE RIGHTS IN THE COMMENTS, YOU HEREBY GRANT PNG AND PNG A ROYALTY FREE, IRREVOCABLE, AND WORLDWIDE, IN PERPETUITY LICENSE TO USE THE COMMENTS. IF WE DO USE THE COMMENTS YOU SHALL NOT BE ENTITLED TO ANY CREDIT, CONSIDERATION, NOTICE OR PAYMENTS OF ANY KIND. YOU WAIVE ANY MORAL RIGHTS YOU HAVE TO THE COMMENTS. COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS WHICH MAY RESULT FROM THE USE OF THE COMMENTS SHALL BE THE SOLE PROPERTY OF PNG AND PNG. IF ANY USE BY PNG AND PNG OF THE COMMENTS CAUSES THEM TO BE LIABLE TO ANY THIRD PARTY YOU AGREE TO INDEMNIFY PNG AND PNG FOR ANY AND ALL DAMAGES, COSTS, JUDGMENTS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) WHICH PNG AND PNG INCUR AS A RESULT OF THEIR USE OF THE COMMENTS.

DISCLAIMER OF WARRANTIES

THIS SITE, INCLUDING ANY INFORMATION, PRODUCTS, SERVICES, OR MATERIAL MADE AVAILABLE ON OR THROUGH THIS SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PNG AND PNG EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHERMORE, PNG DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION AT THIS SITE AND PNG MAY MAKE CHANGES TO THE INFORMATION AT THIS SITE, INCLUDING TO THE PRODUCTS, SERVICES, OR PRICES DESCRIBED AT THIS SITE, AT ANY TIME WITHOUT PRIOR NOTICE TO USERS OF THIS SITE. INFORMATION AT THIS SITE THAT IS PERIODICALLY UPDATED MAY NOT BE CURRENT AT THE MOMENT YOU VISIT THIS SITE AND MAY CONTAIN ERRORS. PNG MAKES NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS; THAT THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; THAT MESSAGES OR REQUESTS WILL BE DELIVERED; THAT DEFECTS WILL BE CORRECTED; OR THAT THIS SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PNG MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SITE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE. YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SITE AND ANY GOODS OR SERVICES PURCHASED THEREFROM.

IN NO EVENT WILL PNG BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, THE MATERIALS OR INFORMATION CONTAINED AT ANY OR ALL SUCH SITES, OR THE MATERIALS, PRODUCTS OR SERVICES OFFERED ON THIS SITE OR SITES LINKED TO THIS SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PNG, OR ITS SUPPLIERS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THIS SITE BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY DESIGN MADE OR ACTION OR NON-ACTION TAKEN BY YOU IN RELIANCE UPON INFORMATION PROVIDED THROUGH THIS SITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

TRADEMARK INFORMATION

PowerNet Global Communications®, and any other marks associated with PNG are the sole property of PNG. No license to use any of these marks is given or implied. These marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way (except as an integral part of an authorized copy of material appearing in these Web pages) without prior written permission of PNG.

THIS SITE IS INTENDED FOR U.S. AUDIENCES ONLY. Access to and use of this web site is subject to the terms and conditions above. This web site was developed and is maintained by PowerNet Global Communications, 100 Commercial Drive, Fairfield, Ohio 45014. Unless otherwise specifically indicated, sweepstakes and other promotional offers are open to United States residents only.

COPYRIGHT ACT AGENT

We respect the intellectual property rights of others, and require that the people who use the Site do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please forward the following information to the Copyright Agent named below:

- Your address, telephone number, and email address;

- A description of the copyrighted work that you claim has been infringed;
- A description of where the alleged infringing material is located;
- A statement by you that you have a good faith belief that the disputed use is not authorized by you, the copyright owner, its agent, or the law;
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

General Counsel

PowerNet Global Communications

100 Commercial Drive

Fairfield, Ohio 45014

E-Mail: dpacker@pngmail.com