

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS WEBSITE.

BY ACCESSING OR USING THIS WEBSITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY DQE COMMUNICATIONS (REFERRED TO HEREIN AS "DQEC") FROM TIME-TO-TIME AND POSTED ON THIS WEBSITE.

No Warranties. Material and information on this Website are provided as a public service for information purposes only. It is believed to be reliable, but DQEC makes no representation, endorsement, or warranty that contents are accurate or suitable for any particular purpose. DQEC does not warrant that the content and functions contained in the materials in this Website will be accurate, complete, uninterrupted or error-free, that defects will be corrected, or that this Website or the server that makes it available are free from viruses or other harmful components. USE OF THE WEBSITE IS AT THE USER'S SOLE RISK. THIS WEBSITE, AND ALL INFORMATION AND MATERIALS CONTAINED OR PROVIDED HEREIN, ARE PROVIDED TO YOU "AS IS" AND WITHOUT ANY REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE OR ACCURACY AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WITH THE SOLE EXCEPTION OF WARRANTIES (IF ANY) WHICH CANNOT BE EXPRESSLY EXCLUDED UNDER APPLICABLE LAW. AS NOTED BELOW, DQEC ALSO MAKES NO REPRESENTATIONS, ENDORSEMENTS, OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY WEBSITE OPERATED BY A THIRDY PARTY.

Limitation of Liability. IN NO EVENT WILL DQEC, ITS SUPPLIERS, OTHER THIRD PARTIES MENTIONED, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS WEBSITE BE LIABLE FOR ANY DAMAGES OR INJURY THAT ACCOMPANY OR RESULT FOR YOUR ACCESS TO AND USE OF THIS WEBSITE OR FROM YOUR INABILITY TO ACCESS AND USE THIS WEBSITE, INCLUDING WITHOUT LIMITATION, DAMAGES OR INDJURY FROM DOWNLOADING ANY MATERIAL CONTAINED ON THIS WEBSITE OR FROM ACCESSING LINKS TO OTHER THIRD PARTY WEBSITES. NOR WILL ANY PARTY BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNATIVE DAMAGES, OR ANY OTHER LOSSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY OR INDIRECTLY FROM YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE. DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY, INCLUDING BUT NOT LIMITED TO, ANYTHING CAUSED BY A) FAILURE OF PERFORMANCE; B) ERROR; C) OMISSION; D) INTERRUPTION; E) DELETION: F) DEFECT: G) DELAY IN OPERATION OR TRANSMISSION: H) INCOMPLETE OR INACCURATE INFORMATION; I) VIRUSES; J) BUGS; K) HUMAN ACTION OR INACTION; L) ANY COMPUTER SYSTEM, PHONE LINE, HARDWARE, SOFTWARE OR PROGRAM MALFUNCTIONS; M) THEFT OR DESTRUCTION; N) UNAUTHORIZED ACCES; OR O) ANY OTHER ERRORS, FAILURES OR DELAYS IN COMPUTER TRANSMISSION OR NETWORK CONNECTIONS.

<u>Use of Website</u>. Contents are included in this Website solely for the personal use of Website users. You may not copy (other than a copy for personal use), modify, distribute, transmit, display, perform, reproduce, transfer, resell, or republish any of the Contents of this Website without the prior written consent of DQEC, which may be withheld in its sole discretion. For purposes of the Terms and Conditions, "Content" refers to any information, names, images, pictures, logos, icons, documents, and materials on the Website.

Copyright and Other Intellectual Property. Except where otherwise expressly noted all Contents of this Website, including the graphics, icons and overall appearance of the Website, are the sole and exclusive property of DQEC. The posting of the Contents of this Website neither constitutes a waiver of any DQEC's proprietary rights or any other party's proprietary rights, including, but not limited to, copyrights, trademarks, servicemarks, patents, and other intellectual property, nor a transfer by implication, estoppel, or otherwise of any such rights or of any license to the Website user or to any third party. Contents of this Website are protected by US copyright and trademark laws. You agree not to delete any copyright, trademark or similar notice from any Contents you obtain from the Website.

The display of trademarks within this Website does not grant a license of any kind to the reader. Any downloading of Content or other material contained in the site, or of any site linked to the site may be a violation of trademark and copyright laws.

<u>Third Party Materials</u>. Some materials and information used on this Website (including, but not limited to, icons, graphics, links, descriptions, and general content) were generated by third parties ("Third Party Materials") who have consented to DQEC's use or placement of such materials on this site. These materials are owned by those parties. Persons seeking to use or modify Third Party Materials for any purpose should contact the owner of such materials directly.

Third parties may supply information for posting on or access through this Website, but they do not control the content or policies of this Website.

<u>Links to Other Websites</u>. DQEC may establish links between this Website and one or more websites operated by third parties. DQEC has no control over any such other websites or the contents therein. The existence of any such links shall not constitute an endorsement by DQEC of such websites, the contents of such websites, or the operators of the websites. If you decide to access any third party links, you do so at your own risk.

<u>Modifications</u>. DQEC may at any time make modifications, changes, and alterations to the Contents of this Website, including these Terms and Conditions, without proper notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this Website following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes or alterations.

Submission of Materials. Any and all comments, suggestions, ideas, graphics, or other information that you submit (whether submitted by delivery to DQEC or transmitted or posted to this Website) may be used by DQEC anywhere, anytime and for any reason whatsoever, to the same extent as if such materials or information were the property of DQEC. Any materials or information submitted to DQEC will be treated as non-confidential and non-proprietary and DQEC will not have to pay you or anyone else for using any ideas or other materials or information that you may submit to DQEC. If you submit any materials or information in which you claim rights under the patent, trademark, and copyright laws, the receipt or consideration of your information by DQEC shall in no way impair the right of DQEC to use such materials or information as permitted in this paragraph, or to contest the validity of your patent, trademark, or copyright. You are prohibited from posting or transmitting to or from this Website any material that could constitute or encourage conduct that could or would be considered a criminal offence, give rise to civil liability, infringe a third party's intellectual property rights, or otherwise violate any law or regulation. Even though DQEC may monitor and review transmissions, DQEC assumes no responsibility or liability which may arise from the content thereof, including but not limited to claims for defamation, libel, slander, obscenity, pornography, profanity or misrepresentation.

Indemnification. To the extent permitted by applicable law, you agreed to defend, indemnify and hold harmless DQEC and its directors, officers, employees and agents from and against all claims and expenses including attorney's fees, arising out of (i) your failure to comply in any respect with these Terms and Conditions; (ii) any claim made by you against DQEC or the other indemnified parties that would be barred or prohibited under these Terms and Conditions; and/or (iii) any third party claims made against DQEC or other indemnified parties in connection with your use of this Website or materials or information contained therein.

<u>Jurisdiction and Governing Law.</u> DQEC does not represent that the materials published on this Website are designed or appropriate for use outside of the United States. If you access our Website from outside of the United States, please be aware you are responsible for compliance with any applicable local laws. To the extent any applicable local laws prohibit your viewing and use of this Website, you may not view or use this Website.

These Terms and Conditions and your use of this Website shall be governed and construed in accordance with the law of the Commonwealth of Pennsylvania, exclusive of its conflict of law provisions. You agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of this Website shall be filed only in the state or federal courts located in Pittsburgh, Pennsylvania, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claims or action.

<u>Severability</u>. To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

<u>Waiver</u>. No waiver by DQEC of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

Other. You may at any time print, download and/or store this Agreement. If you experience any difficulty in printing, downloading or storing this Agreement, please contact us at the address listed below.

<u>Contact Information</u>. Requests for consent or approval of DQEC or any notifications of claimed copyright infringement should be made in writing and directed to:

DQE Communications LLC Legal Department 45 S. 23rd Street Pittsburgh, PA 15203