

PSNC Energy Customer Voice Terms of Use Agreement

The following User Agreement ("Agreement") governs the use of the www.psnccustomervoice.com site ("PSNC Energy Customer Voice"), including without limitation participation in its customer panel as provided by Vision Critical Communications Inc. ("Service Provider," "we," or "our"), on behalf of PSNC Energy ("BRAND").

Please read the terms contained in this Agreement carefully before you start to use the Website. You can access this Agreement any time at www.psnccustomervoice.com. **Your use of and/or registration on any aspect of the PSNC ENERGY Customer Voice will constitute your agreement to comply with these terms.** If you do not agree with these terms, please do not use the PSNC ENERGY Customer Voice. If you do not want to agree to these Terms of use, you must not access or use the Website.

In addition to reviewing this Agreement, please read our [Privacy Policy](#). Your use of the PSNC Energy Customer Voice constitutes agreement to its terms and conditions as well.

The Agreement may be modified from time to time in our sole discretion. All changes are effective immediately when we post them. Continued access of the PSNC Energy Customer Voice by you will constitute your acceptance of any changes or revisions to the Agreement.

Your failure to follow these terms, whether listed below or posted at various points in the PSNC Energy Customer Voice, may result in suspension or termination of your access to the PSNC Energy Customer Voice, without notice, in addition to the Service Provider's other remedies.

I. Registration and Account Creation

1. REGISTRATION INFORMATION:

The Service Provider may at times require that you register and/or set up an account to use certain portions of the PSNC Energy Customer Voice, or the PSNC Energy Customer Voice as a whole. In order to do so, you may be provided, or required to choose, a password, User Id, and/or other registration information (collectively, "Registration Information"). You agree and represent that all Registration Information provided by you is accurate, complete and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the PSNC Energy Customer Voice, if available.

2. USE OF USER ID/PASSWORD:

A. If you register and/or set up an account on the PSNC Energy Customer Voice, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party without our written approval. Any attempt to do so will be null and void and shall be considered a material breach of this Agreement.

B. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible.

C. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information on the PSNC ENERGY Customer Voice), you must promptly change the affected Registration Information by using the appropriate update mechanism on the PSNC Energy Customer Voice, if available, or notify our Privacy Policy Coordinator as described in our [Privacy Policy](#).

D. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, if in our opinion, you have violated any provision of these Terms of Use.

II. Terms of Usage:

1. USE OF THE PSNC ENERGY CUSTOMER VOICE BY YOU:

A. Unless otherwise specified, the PSNC ENERGY Customer Voice is intended for your personal use only. You may not authorize others to use the PSNC ENERGY Customer Voice, and you are responsible for all use of the PSNC ENERGY Customer Voice by you and by those you allow to use, or provide access to, the PSNC ENERGY Customer Voice.

B. The PSNC ENERGY Customer Voice contains material that is protected by local, national and international copyright, trademark and other intellectual property laws. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material, including code and software, from the PSNC ENERGY Customer Voice. You may download material from the PSNC ENERGY Customer Voice and may use the PSNC ENERGY Customer Voice for your personal use only, provided you keep intact all copyright and other proprietary notices.

C. The PSNC ENERGY Customer Voice is not intended for users under the age of 18, and Service Provider does not knowingly collect personally identifiable information from users under the age of 18. Such users are expressly prohibited from submitting their personally identifiable

information to us any information submitted by such users will not knowingly be used, or retained by us.

D. You agree not to use any obscene, indecent, or offensive language on the PSNC ENERGY Customer Voice panel. Further, you may not place on the PSNC ENERGY Customer Voice any material that is encrypted, constitutes junk mail or unauthorized advertising, or commercial offers, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, federal, national or international law or regulation. You agree to use the PSNC ENERGY Customer Voice only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

E. You are responsible for ensuring that any material you provide to the PSNC ENERGY Customer Voice does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

F. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the PSNC ENERGY Customer Voice, including without limitation, the "look and feel" of this PSNC ENERGY Customer Voice, are protected under applicable copyrights and other proprietary (including but not limited to intellectual property) rights and are the property of Service Provider or PSNC ENERGY. The copying, rearrangement, redistribution, modification, use or publication by you, directly or indirectly, of any such matters or any part of the PSNC ENERGY Customer Voice, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited.

G. You may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of material obtained through the PSNC ENERGY Customer Voice, except as permitted by the Copyright Act or other law or as expressly permitted in writing by this Agreement, the Service Provider or the PSNC ENERGY Customer Voice.

H. Other than connecting to the Service Provider's servers by http requests using a Web browser, you may not attempt to gain access to the Service Provider's servers by any means - including, without limitation, by using administrator passwords or by masquerading as an administrator while using the PSNC ENERGY Customer Voice or otherwise.

I. You acknowledge that neither the Service Provider nor PSNC ENERGY has reviewed and do not endorse the content of all sites linked to from this PSNC ENERGY Customer Voice and are not responsible for the content or actions of any other sites linked to from this PSNC ENERGY Customer Voice. You're linking to any service or site is at your sole risk.

2. COPYRIGHT:

The Service Provider respects the intellectual property of others, and we ask our users to do the same. The Service Provider may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyright rights of others.

3. INDEMNIFICATION:

You agree to indemnify the Service Provider, PSNC ENERGY and their respective affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorneys fees) which may arise from your submissions, from your unauthorized use of material obtained through the PSNC ENERGY Customer Voice, or from your breach of this Agreement, or from any such acts through your use of the PSNC ENERGY Customer Voice.

4. EDITING AND DELETIONS:

The Service Provider, and PSNC ENERGY reserve the right, but undertake no duty, to review, edit, move or delete any material provided for display or placed on the PSNC ENERGY Customer Voice, in its sole discretion, without notice.

5. ADDITIONAL TERMS:

The Service Provider reserves the right to post, from time to time, additional terms of usage that apply to specific parts of the PSNC ENERGY Customer Voice. Such additional terms will be posted in the relevant parts of the PSNC ENERGY Customer Voice. Your continued use of the PSNC ENERGY Customer Voice constitutes your agreement to comply with these additional terms.

6. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY:

YOU ACKNOWLEDGE THAT YOU ARE USING THE PSNC ENERGY CUSTOMER VOICE AT YOUR OWN RISK. THE PSNC ENERGY CUSTOMER VOICE IS PROVIDED "AS IS", AND THE SERVICE PROVIDER, ITS AFFILIATES AND PSNC ENERGY HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE PSNC ENERGY CUSTOMER VOICE. SERVICE PROVIDER, ITS AFFILIATES, PSNC ENERGY DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE PSNC ENERGY CUSTOMER VOICE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES,

ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE PSNC ENERGY CUSTOMER VOICE.

THE SERVICE PROVIDER, ITS AFFILIATES AND PSNC ENERGY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF THE PSNC ENERGY CUSTOMER VOICE HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE, YOUR ACCESS TO OR INABILITY TO ACCESS THE PSNC ENERGY CUSTOMER VOICE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE PSNC ENERGY CUSTOMER VOICE, YOUR USE OF OR RELIANCE ON THE PSNC ENERGY CUSTOMER VOICE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE PSNC ENERGY CUSTOMER VOICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME U.S. STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

YOU HEREBY AGREE TO RELEASE SERVICE PROVIDER, ITS AFFILIATES AND PSNC ENERGY, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SITE.

7. TERMINATION OR SUSPENSION OF ACCESS TO THE PSNC ENERGY CUSTOMER VOICE:

The Service Provider has the right to terminate and/or suspend your ability to access the PSNC ENERGY Customer Voice or any portion thereof, for any or no reason, or may prevent your use of this PSNC ENERGY Customer Voice with or without notice to you. You agree that you do not have any rights in this PSNC ENERGY Customer Voice and that neither the Service Provider nor PSNC ENERGY will have any liability to you if this PSNC ENERGY Customer Voice is discontinued or your ability to access it is terminated.

8. JURISDICTION:

The Service Provider makes no representation that materials on the PSNC ENERGY Customer Voice are appropriate, available or legal in any particular location. Those who choose to access the PSNC ENERGY Customer Voice do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

All matters relating to the Website and these Terms of use and any dispute or claim arising out of or related thereto, shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States in South Carolina, County of Lexington.