

INTERNET POLICIES

NDTC is not responsible for personal hardware in your computer system. This includes difficulty connecting due to faulty hardware, low quality modems or software configuration problems. Our technical support personnel are always happy to assist you in trying to resolve any difficulty you are having with your connection.

Agreement

The billing cycle will begin as soon as that customer administratively is entered into the server. To disconnect our service you will need to notify our office as soon as possible. This service is prorated so when you connect and disconnect in the beginning, middle or at the end of a month you will only be billed for the days used.

You must have parental permission if under the age of 18.

The undersigned appoints NDTC as agent to order and make changes in service associated with the activation of Internet services specified above.

I agree to follow the rules of any connected networks if and when using NDTC's Internet system. I recognize that NDTC offers no guarantees or warranties on the performance of its network and Internet connection, nor on the performance of its members gateway connections to other networks.

I agree to hold NDTC, their officers, directors, agents and any of the members harmless from any liability arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity of any other loss which may result from the use of, misuse of, or lack of availability of NDTC or their facilities.

User Responsibilities & Acceptable Use Policy

Users are personally responsible for all use of the service under their login, even if someone else used their login. Illegal, fraudulent, or abusive use of any login on the service will result in immediate termination of membership and may be referred to law enforcement authorities. Use of any login under a name other than your own is prohibited.

You must immediately inform NDTC if you suspect any breach of security, such as loss, theft or unauthorized disclosure or use of your login or password. Until NDTC is notified of a breach of security, by notice given as such the user will remain responsible for any unauthorized use of the goNDTC service occurring under their login.

A customer may not sell, assign, transfer or give away a user login. Under no circumstances will NDTC allow any member to resell their connect time. Only one instance of a user's login can be used at any given time.

NDTC is not responsible in any way for any computer programs or devices intended for use in connection with the goNDTC service if such programs are made available on the service. Most of the programs used on the goNDTC service are third party programs beyond the control of NDTC.

The account holder will indemnify and hold harmless NDTC against any loss, damage, cost and expense which NDTC may incur or become liable for by reason of claims or actions for libel, violation of privacy rights, plagiarism, copyright infringement, trademark or trade name infringement, domain name disputes, and claims arising in connection with data transmitted pursuant to the terms and provisions of this agreement and any claims or suits resulting from the account holder's use of the service including, without limitation, the expense and cost of defending any and all such claims and actions. The provisions of this paragraph shall survive termination of this agreement.

If NDTC is informed of illegal content or alleged copyright or trademark infringement involving an account, NDTC will attempt to notify the account holder of those allegations and secure a response. NDTC may, in its sole discretion,



remove or terminate the account containing, on a temporary or permanent basis, materials which NDTC believes are illegal or may create, constitute, or contribute to copyright or trademark infringements. Account holder expressly waives the right to assert any claims against NDTC for any such removal or termination.

Services provided to the Customer by NDTC may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any U.S. Federal or state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret or any other statute, threatening material or obscene material. NDTC reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and or notice of copyright infringement.

Fees and Payments

Each member is responsible for paying all fees and charges (plus applicable taxes) associated with the use of the goNDTC service. NDTC reserves the right to change the amount of, or basis for determining, any fee or charge, and to institute new fees or charges, effective upon 30 days notice to the member.

Termination of Membership

Either the membership holder or NDTC may terminate the membership at any time and without cause. The only recourse of a user with respect to dissatisfaction with any policies, guidelines or practices, changes in fees, or service content is for the membership holder to terminate the membership.

NDTC may terminate any individual or suspend any member's access to all or any part of the service without notice for conduct that NDTC believes is a violation of this agreement or any policies or guidelines posted by NDTC on the service or for other conduct that NDTC believes harmful to others.

NDTC is not responsible for notifying anyone other than the membership holder of termination. Upon termination of a membership any banking, brokerage or other third party relationships will no longer be accessible through goNDTC. NDTC shall not be held responsible for any consequences due to lack of access.

Using the Service

You are responsible for providing all equipment, devices and software necessary to receive the service.

NDTC will provide telephone numbers to connect to the service, which for most customers will include a local number.

You are responsible for all telephone fees and charges associated with the use of the telephone number you select. Use of the service and of specific numbers are subject to interruptions at NDTC's discretion or beyond NDTC's control. Unauthorized access to the service, the telecommunications or computer facilities used to deliver the service is a breach of this agreement.

Logins and Passwords

Use of the service requires both a login and a password. Each new member will choose a unique login. Your login name is your address on the internet and you may disclose it to others. Your password is the key that allows you to access the Internet under your login name and unlocks access to your email.

Anyone knowing both your login and password can gain access to your email and misuse your internet access (passwords should be kept a secret). When choosing a password select one that is hard to guess (i.e. your first or last name is not recommended). If you forget your password, please contact us so that we can reset it.

You may not use another member's login. Use of another member's login or improper solicitations of another member's password are grounds for termination.



Digital Millennium Copyright Act

The Digital Millennium Copyright Act provides limitation for service provider liability relating to copyright material online. NDTC is a service provider in that it provides online services or network access between or among points specified by a user. NDTC does not modify the content that is sent or received.

According to its Terms, Conditions and Acceptable Use Policy, NDTC requires users "to obtain and provide all required permissions if You use the Service to receive, send, display, distribute or execute works protected by intellectual property laws including copyright and patent laws." Failure to abide by the Terms, Conditions and Acceptable Use Policy may result in suspension of service or permanent disconnection. NDTC can limit liability by designating an agent for notification of claimed infringement by providing contact information to the Copyright Office and through its publicly accessible web site. The appropriate contact information is as follows:

Service Provider Address

NDTC
211 22nd St. NW
Devils Lake ND 58301

Agent Designated to Receive Notification of Claimed Copyright Infringement – Data Network Manager

Telephone Number of Designated Agent – 701.662.6491

Fax Number of Designated Agent – 701.662.6446

Email Address of Designated Agent

dmca@ndtel.com
dmca@gondtc.com
dmca@stellarnet.com

Network Management Policy

North Dakota Telephone Company or "NDTC" provides this Policy in order to disclose its network management practices in accordance with the FCC's Open Internet Rules. Information about NDTC's other policies and practices concerning broadband are available at www.gondtc.com ("NDTC's Website").

NDTC manages its network to ensure that all of its customers experience a safe and secure broadband Internet environment that is fast, reliable and affordable. NDTC wants its customers to indulge in all that the Internet has to offer, whether it is social networking, streaming videos and music, to communicating through email and videoconferencing.

NDTC manages its network for a number of reasons, including optimization, as well as congestion- and security-protocol-management. NDTC's customers generally will not be impacted by the protocols and practices that NDTC uses to manage its network.

NDTC's Network Management Practices

NDTC uses various tools and industry standard techniques to manage its network and deliver fast, secure and reliable Internet service. Such management tools and practices include the following:

I. Managing Congestion

NDTC periodically monitors the connections on its network in the aggregate to determine the rate of utilization. If congestion emerges on the network, NDTC will engage in the re-routing of Internet traffic to relieve congestion. In order to reduce instances of congestion, NDTC adds capacity to its network when utilization has reached a level of at least 80%. On our core and access networks, NDTC may increase capacity by adding FTTH nodes, transport, Internet aggregation routers and bandwidth, as needed.



On NDTC's network, all customers have access to all legal services, applications and content online and, in the event of congestion, most Internet activities will be unaffected. Some customers, however, may experience longer download or upload times, or slower surf speeds on the web if instances of congestion do occur on NDTC's network.

Customers using conduct that abuses or threatens the NDTC network or which violates the company's Acceptable Use Policy, Internet service Terms and Conditions, or the Internet Service Agreement will be asked to stop any such use immediately. A failure to respond or to cease any such conduct could result in service suspension or termination.

NDTC's network and congestion management practices are 'application-agnostic', based on current network conditions, and are not implemented on the basis of customers' online activities, protocols or applications. NDTC's network management practices do not relate to any particular customer's aggregate monthly data usage.

II. Network Security

NDTC knows the importance of securing its network and customers from network threats and annoyances. The company promotes the security of its network and patrons by providing resources to its customers for identifying and reporting such threats as spam, viruses, firewall issues, and phishing schemes. NDTC also deploys spam filters in order to divert spam from an online customer's email inbox into a quarantine file while allowing the customer to control which emails are identified as spam. Customers may access the spam files through the email. Spam files are automatically deleted if not accessed within 30 days. If there are no active logins on an email account for 120 days, no new messages will be processed.

As its normal practice, NDTC does not block any protocols, content or traffic for purposes of network management except that the company may block or limit such traffic as spam, viruses, malware, or denial of service attacks to protect network integrity and the security of our customers. NDTC also has a port filtering policy aimed at reducing the spread of computer-related viruses and protecting your computer from intruder access.

III. Device Attachment Rules/Application Specific Behaviors

Except as may be provided elsewhere herein, NDTC does not currently engage in any application-specific behaviors nor does it employ device attachment rules for its network. Customers may use any lawful applications or devices with NDTC.

IV. Monitoring Schedule

NDTC checks its usage logs on a weekly basis to determine utilization on its network. When utilization reaches 80%, NDTC adds capacity or reroutes traffic to relieve congestion. NDTC also checks for abnormal traffic flows, network security breaches, malware, loss, and damage to the network. If a breach is detected or high volume users are brought to light by complaint, NDTC provides notification to the customer via email or phone. If a violation of NDTC's policies has occurred and such violation is not remedied, NDTC will seek to suspend or terminate that customer's service.

V. Network Management Technology

NDTC employs a variety of industry-standard tools, applications and devices to monitor, secure and maintain its network, including the following:

- network graphing solutions;
- latency measurement software;
- bandwidth and performance measurement platforms; and
- Rapid Problem Identification (RPI) technologies monitoring endpoint to endpoint interactions
- DDos – Denial of Service Protection Services



VI. Service Descriptions

NDTC offers broadband service over ADSL and FTTH facilities. The following is a list of NDTC's service tiers:

Tier	Down	Up
DATA Only Advantage	6 Mbps	1 Mbps
DATA Only Advantage Plus	15 Mbps	3 Mbps
DATA Only Extreme	40 Mbps	5 Mbps
Voice and Data Economy	6 Mbps	1 Mbps
Voice and Data Advantage	15 Mbps	3 Mbps
Voice and Data Advantage Plus	25 Mbps	10 Mbps
Voice and Data Extreme	50 Mbps	25 Mbps
Voice and Data Fiber 1	10 Mbps	10 Mbps
Voice and Data Fiber 2	20 Mbps	20 Mbps
Voice and Data Fiber 3	30 Mbps	30 Mbps
Voice and Data Fiber 4	60 Mbps	60 Mbps
Voice and Data Fiber Sync	100 Mbps	100 Mbps
Voice and Data Fiber	1 GIG	1 GIG

*Speeds may be limited by location and are listed as up to.

NDTC also offers ETS service on an individual cases basis.

VII. Network Performance

NDTC makes every effort to support advertised speeds and will dispatch repair technicians to customer sites to perform speed tests as needed to troubleshoot and resolve speed and application performance caused by NDTC's network. NDTC measures availability, latency, and aggregate utilization on the network and strives to meet internal service level targets. However, customer's service performance may also be affected by one or more of the following: (1) the particular websites being accessed; (2) capacity in the public Internet beyond NDTC's network; (3) customer's computer and equipment (including wireless router); and (4) inside wiring at customer's premise.

NDTC tests each service when installed to demonstrate that the service is capable of supporting the advertised speed. Customers can also test their actual speeds using the speed test found on the company website.

VIII. Specialized Services

NDTC provides Voice and Internet-Protocol-Television (IPTV) services to end users. These services, also known as Specialized Services, are separated from the company's best effort Internet services on the network. NDTC uses separate layer 2 Q-in-Q VLAN tags in the access network. Layer 2 P-bits and Layer 3 DSCP markings are used to prioritize Specialized Services traffic over best effort broadband Internet traffic for the purpose of congestion management. Since Specialized Services traffic is separated from best effort broadband Internet traffic, our broadband customers will experience no impact on broadband services resulting from Specialized Services traffic.

IX. Commercial Terms

In addition to this Network Management Policy, patrons may also find links to the following on the NDTC Website:

- Acceptable Use Policy
- Internet Service Agreement
- Broadband Service Offerings and Rates
- Privacy Policy



For questions, complaints or requests for additional information, please contact NDTC.

Privacy Policy

NDTC respects your privacy. By using our website or subscribing to one or more of our services, NDTC collects personal information. This policy addresses the collection and use of your personal information.

Information Collected

In the course of doing business and through the offering of services, NDTC will collect personal information that is not limited to but can include your name, home and billing address, telephone numbers, social security number, credit information or other necessary information to provision those services.

Use of Information

Protecting our customer privacy is important to us. NDTC has strict privacy policies in place and utilizes the latest technologies to safeguard your information from unauthorized disclosures. NDTC does not share any of this information with third parties unless required to do so by law. NDTC may use personal information also known as Customer Proprietary Network Information (CPNI) to market new service offerings or features to augment services you already have. NDTC will not use this information if you restrict its use as described in CPNI section below.

Links to other sites

NDTC contains many links to third party sites. NDTC is not responsible for the privacy practices of third party sites. Once you leave our website, NDTC has no control over your privacy. Please review the privacy statement of each and every website you visit to ensure your personal privacy with respect to third party offers. The inclusion of any link on NDTC web site does not imply any specific recommendation, approval or endorsement of the third party by NDTC.

Security

The privacy of information transmitted over the Internet cannot be guaranteed by NDTC, because the Internet is not 100% secure. Nevertheless, NDTC has taken technical, administrative, and physical steps to protect against unauthorized access to Customer Information and other Personally Identifiable Information used to administer NDTC's customer accounts. All such information is handled securely within NDTC and is not disclosed to unauthorized third parties.

Use of Cookies

A "cookie" is a small piece of information sent by a web server to store on a web browser so it can later be read back from that browser. This is useful for having the browser remember some specific information. At this time NDTC does not use "cookies" on its web server.

Protecting Your Children

NDTC's website does not target or market to children under the age of thirteen. We respect the privacy of your children and comply with rules established under the Children's Online Privacy Protection Act. NDTC does not knowingly collect or retain personal information from consumers under the age of thirteen.

Changes to this Policy

NDTC reserves the right to change the terms and conditions of this policy at any time. When changed, the terms and conditions will be posted at NDTC's website at gondtc.com.



Customer Proprietary Network Information (CPNI)

From time to time North Dakota Telephone Company (NDTC) changes its service offerings and makes available additional features and services, which may enhance and augment the services to which you are already subscribed. In order for us to determine which customers may benefit from the new services and enhancements, we will use information about your account that is within our database, legally referred to as Customer Proprietary Network Information (CPNI) unless you restrict that use in the manner described below. CPNI includes information such as which long distance carrier and plan to which you are subscribed, calling features and plans to which you are subscribed, and the associated charges for those plans. Use of this data will allow NDTC to tailor its service offerings to your individual needs.

For this purpose, CPNI data will be used by NDTC, its subsidiaries, and affiliates only. This data will not be shared by NDTC with any other outside source except as necessary and required to provide the service(s) to which you are already subscribed, unless we are legally compelled to.

You have a right under federal law to protect the confidentiality of your account information and restrict the use of CPNI data, and we have a responsibility to protect your data. To restrict the use of your CPNI data, you may contact our business office at 662-1100 or service@ndtel.com. Your denial of approval for NDTC to use this data will not affect the provision of any service to which you subscribe. Your approval or denial of approval for the use of CPNI outside of the service to which you already subscribe will remain valid until you revoke or limit the approval or denial.

