

FiberNet Business Internet Service Acceptable Use Policy

Introduction

By your use of Internet access service provided by FiberNet (FiberNet, Delivered by Arvig®) to or through any customer under a contract, agreement or other terms (Customer Contract), you agree to be bound by the terms of this Acceptable Use Policy to the extent that the terms herein are not in conflict with the terms of the current Service Agreement. In the case of such conflict, the terms of the current Customer Contract shall take precedence. The term "Service" refers to such internet access service. The terms "FiberNet", "we" and "our" refer to any company controlled by FiberNet and/or through which Customer accesses the Service. The terms "Customer" and "You" refer to any subscriber to the Service, and the term "User" refers to any person or entity using the Service through use of or access to your premises, network or any equipment owned or leased by you or under your control. FiberNet reserves the sole and unconditional right to refuse, suspend or terminate Service to anyone who violates these rules as determined by FiberNet, at its sole discretion.

These Policies apply to all Customers and to all Users, whether or not authorized by Customer to use the Service. By ordering and using the Service, You are presumed to have accepted these Policies on behalf of yourself and all Users. You agree to inform all of your employees, contractors, consultants, agents, and any other persons who you reasonably expect to use the Service of these Policies. You agree to notify FiberNet immediately if you become aware of any violation of these Policies by any user. You are solely responsible for any failure of any User to comply with these Policies, and you agree to hold FiberNet and each of FiberNet's affiliates, contractors, subcontractors, licensors and suppliers, owners, officers, directors, employees, agents or representatives of any of the foregoing and each successor and assignee of the foregoing (collectively, "FiberNet Parties"), harmless from such failure. These Policies supplement, but do not supersede, any other contracts you have with FiberNet; and, if any such contract restricts any use of the Service that is not addressed in these Policies, such contract will govern with respect to such use.

FiberNet reserves the right to immediately terminate the Service and any agreement or take any other lawful measures that it believes, in its sole discretion, are warranted if You or any User engage in any of the prohibited activities listed in these Policies, or use any Equipment or the Service in any way which is contrary to any of FiberNet's policies or any of FiberNet's suppliers' policies. In such an event, termination or other charges may apply. In addition, you and all Users must strictly adhere to any policies set forth by any other service provider accessed through the Service.

1. **Prohibited Uses** – Using the Service in any manner described below is prohibited under these Policies. The descriptions below are guidelines and are not intended to be exhaustive.

2. **Illegal Use/Criminal Activity** – Customer agrees not to use the Service for or in the pursuit of illegal purposes. FiberNet cooperates with local and federal authorities in investigations into illegal Internet use; and will take both criminal and civil legal action against Users who are determined to be using the Service in an unlawful way. Customer agrees not to directly or indirectly allow a third party to use the Service in an illegal or unsuitable manner.

3. **Threats** – Neither Customer nor any User may use the Service to host, post, or transmit materials of a threatening or violent nature, including threats of death or physical harm, harassment, libel, and defamation, or materials that provide guidance, information or assistance with respect to causing damage or security breaches to FiberNet's network or the network of any other Internet Service Provider. You agree not to use the Service for harassment, threats, verbal abuse, and persistent unwanted contact of any kind. Harassment covers any use of the Service to directly or indirectly contact any other user (including users of another Internet service) in an unwanted fashion. Harassment can be active, in forms such as unwanted email, chat messages, or verbal declarations on a public forum, or can be passive in the form of defamatory information posted on web sites.

4. **Security Violations** – Neither Customer nor any User may use the Service in connection with attempts—whether or not successful—to violate the security of FiberNet's or another person's network, server, personal computer, network access or control devices, software or data, service, or other system.

5. **Disruption/Hacking** – You agree that You will not use, nor allow others to use, the Services to access the accounts of others or to attempt to penetrate security measures of the Services or access any other person's computer or computer system, software, or data without their knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that You will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

6. **Fraud/False Advertising** – You agree not to post or transmit fraudulent information on or through the Service. This can include false advertising, identity theft, or misrepresentation of any kind including phishing, forged email headers or fictitious email addresses.

7. Unsolicited Advertising/Spamming – FiberNet does not tolerate unsolicited mass emailing (Spamming) of any kind, and the use of any of FiberNet Services for this purpose is strictly prohibited.

8. Offensive Materials – Neither Customer nor any User may use the Service for the hosting, posting, transmission, or distribution of offensive materials. This can include, but is not limited to, material that is considered obscene, pornographic, indecent, hateful, malicious, racist, offensive, and treasonous materials.

9. Interference – You and each User shall not use the Service in a manner that interferes with any communications network or the usage or enjoyment of services received by others. You are Responsible for the Security of Your Computers and Data and to Take Measures to Protect Against Viruses.

10. Network Management – FiberNet manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. If FiberNet did not manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of these Policies, FiberNet can deliver the best possible broadband Internet experience to all of its customers.

The company uses reasonable network management practices that are consistent with industry standards. While FiberNet tries to use tools and technologies that are minimally intrusive, its network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet. The tools and techniques FiberNet uses to manage its network can and do change frequently.

FiberNet reserves the right to suspend or terminate Service accounts where bandwidth consumption is not characteristic of a typical user of the Service as determined by FiberNet in its sole discretion. You must ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, or represent (as determined by FiberNet in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with FiberNet's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced herein, that is a violation of these Policies. In these cases, FiberNet may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a different version of the Service if you wish to continue to use the Service at higher bandwidth consumption levels. FiberNet may also provide versions of the Service with different speed and bandwidth consumption limitations, among other characteristics, subject to applicable Service plans.

FiberNet reserves the right to investigate suspected violations of these Policies, including the gathering of information from the User or Users involved. During an investigation, FiberNet may suspend the account or accounts involved and/or remove or block material that potentially violates these Policies. You expressly authorize and consent to FiberNet and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce these Policies. Upon termination of your Service account, FiberNet is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

You must ensure that your or any User's activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of FiberNet) an unusually large burden on the Service as a whole. In addition, you must ensure that your or any User's activities do not improperly restrict, inhibit, disrupt, degrade or impede FiberNet's ability to deliver, manage and administer the Service.

11. Security – Users of the Service are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates these Policies and for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

You are solely responsible for the security of any computer or device you use in connection with the Service and any data stored or software installed on that computer or device to prevent use by others in a manner that violates these Policies. Examples of failure to provide basic security include, but are not limited to, improperly securing a mail server so that it may be used by others to distribute spam, and improperly securing an FTP server so that it may be used by others to illegally distribute copyrighted material. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent abuse. Each subscriber and user is solely responsible for the security of his or her computers and connected devices and communications or other activities using the Service. You assume all risk of accessing content through the Service. FiberNet and its affiliates, licensors,

contractors and suppliers do not assume any responsibility for the content contained on the Internet or otherwise available through the Service and they shall not have any liability for any claims relating to access to such content. Content questions or complaints should be addressed to the content provider.

12. Internet Access – You and each User must comply with the rules of Web sites and other resources you or any User access. The Service may provide access to search engines, subscription services, newsgroups, chat areas, bulletin boards, Web pages and other resources that publish terms of use, policies, rules, guidelines or agreements to govern their use. You and each User must review and adhere to any such terms, policies, rules, guidelines and agreements, which may include standards unique for the particular resource. In addition, the use of any software or content in connection with or through the Service must be in accordance with any applicable license agreements or terms of use.

13. Bandwidth and Data Storage – You and each User must comply with bandwidth usage, data storage and other limitations on the Service. If FiberNet determines, in its sole discretion, that You are using a continuous and sustained excessive amount of bandwidth as defined by the FiberNet Master Service Agreement or You are violating any of the terms herein, FiberNet may take some or all of the following actions, in its sole discretion: 1) Seek a clarification of Your activity patterns; 2) Restrict Your continuous bandwidth utilization to the amount permitted by the FiberNet Terms of Service; 3) Require you to upgrade to a higher service; 4) Terminate your Service.

14. Reselling or Reconfiguring the Service – Unless expressly permitted in a written agreement with FiberNet, neither you nor any User may resell, share, or otherwise distribute the Service or any part of it to any third party. For example, you cannot use the Service to provide Internet access to others, host shell accounts over the Internet, provide email or news service or send a news feed.

15. Use of FiberNet Hosted Email Servers – FiberNet may remove email and email accounts that have not been active for 180 days. FiberNet does not back up or guarantee delivery of email messages or attachments. Important messages or files should be downloaded and saved. FiberNet reserves the right, at its sole discretion to drop, quarantine, delay or halt the delivery of email it deems malicious, harmful or spam. Incoming messages are not limited in size. Outgoing emails are limited to 50Mb. Use of outbound SMTP servers is restricted to:

- (a) 100 recipients per message;
- (b) 250 outbound mail messages per hour.

At its sole discretion, FiberNet may temporarily suspend or remove email accounts that are believed to be engaged in the distribution of spam.

16. IP Address Blocking/Suitability – The IP addresses provided for the Service will continue to be the property of FiberNet or its suppliers and are not transferable by you. IP address assignments are not guaranteed, and may be modified as required by FiberNet, the American Registry for Internet Numbers (ARIN) or any other relevant authority, agency or organization. FiberNet does not promise that any IP address provided for use with the Service will not be blocked by third parties. If you believe that an IP address be blocked due to actions performed by the person to which it was assigned before you, then, if requested by you, FiberNet will, if reasonably feasible, make a direct request to the blocking party to have the IP address unblocked, but cannot guarantee that such party will respond favorably to the request. Any IP address blocked because of actions by you or any User while that address is assigned to you is entirely your responsibility and FiberNet will not be obligated to take any action to assist in having the IP address unblocked. In all cases, FiberNet does not promise that any IP address provided will be suitable for any activity, task or purpose intended or desired by you or any User.

17. Indirect Access – A violation of these Policies by someone having only indirect access to the Service through a customer or other user will be considered a violation by such customer or other user, whether or not with the knowledge or consent of such customer or other user. As an example, downstream providers are responsible for the actions of customers to whom they provide services operating on the Service. FiberNet will address and attempt to resolve complaints about the actions of customers of downstream providers with such downstream provider. In addition, these Policies apply to any email or content transmitted by you or any User or on behalf of you or any User, which promotes content hosted or transmitted using FiberNet facilities, or which indicates in any way that any FiberNet Party was involved in the transmission of such email or content.

18. FiberNet Marks – Neither you nor any User may use any of the corporate or business names, logos or trade or service names or marks of FiberNet or any of its affiliates, licensors, contractors or suppliers unless and to the extent you are expressly and specifically authorized to do so by a written agreement with us or the owner of such name, logo or mark.

19. Copyright Infringement – FiberNet respects the intellectual property rights of third parties, including those granted under the U.S. copyright laws, and the interests of its subscribers and content providers on the Internet. Neither you nor any User may store material of any type or in any format on FiberNet's systems or servers, disseminate or transmit any content or engage in

any activity that constitutes an infringement of third-party intellectual property rights, or privacy rights of FiberNet or any individual, group or entity, including but not limited to any rights protected by any patent, trademark, copyright, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, it is the policy of FiberNet to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third-party intellectual property rights, including repeat infringers. Appropriate circumstances for such termination may include, but are not limited to,

- (i) a subscriber or account holder being found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer;
- (ii) FiberNet receiving a notice alleging facts which are a violation by the subscriber or account holder of FiberNet’s Copyright and Trademark Policy prohibiting infringing activity involving FiberNet systems or servers, where such allegations are not refuted to our satisfaction or;
- (iii) other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, FiberNet expressly reserves the right to terminate or suspend the Service of any subscriber or account holder if FiberNet, in its sole judgment, believes that circumstances relating to the infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights FiberNet may have under law or contract. If you believe that copyrighted material has been used in violation of these Policies or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please provide our Copyright Agent with the following information:
 - (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
 - (b) A description of the copyrighted work that you claim has been infringed;
 - (c) Identification of where the material (including the URL if possible) that you claim is infringing is located;
 - (d) Your address, telephone number and email address;
 - (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
 - (f) 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.

Our Copyright Agent for Notice of claims of copyright infringement can be reached:

By mail:

General Manager

118 W. 6th Street

Monticello, MN 55362

E-mail: service@fibernetmonticello.com

Phone: 763-314-0100

20. Reporting Other Abuse – To report other abuse of this Acceptable Use Policy (other than copyright infringement) - please email us at service@fibernetmonticello.com.

21. Warranties/Disclaimers – Anyone who uses the Service is doing so “as is” with no guarantees and no warranty of any kind. Because FiberNet does not own or control the Internet, FiberNet cannot and does not accept any responsibility for injury to you or any User that results from inaccurate, unsuitable or offensive Internet communications. It is up to you to control your use of this Service and to make appropriate use of monitoring software that is available from many third-party vendors that can provide filtering and parental control for offensive material. None of the FiberNet Parties has any intention of being financially liable to any customer or user for any harm that may occur through the use of the Service, regardless of whose fault it may be. In addition, none of the FiberNet Parties is responsible for backups of customers’ and users’ files and other information, and FiberNet has the right to delete any information after a customer’s service agreement is terminated.

22. No Waiver – The failure of FiberNet to enforce these Polices, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any part of these Policies is held invalid or unenforceable, such portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.