

**NORTHLAND COMMUNICATIONS  
TERMS AND CONDITIONS OF SERVICES**

The Terms and Conditions of Services consist of (A) the Customer Privacy Policy, (B) General Terms and Conditions of Service applicable to video, Internet and/or digital phone services, (C) Supplemental Terms and Conditions of Internet Services, and (D) the Acceptable Use Policy (collectively known herein as the "Subscriber Agreement"). The Subscriber Agreement and documents incorporated herein constitute our entire agreement concerning your use of the Service(s), and supersede any other prior or contemporaneous communications. In the event of a conflict between the above listed agreements and any other writing, the terms and conditions of these agreements shall control. Northland reserves the right to amend the Subscriber Agreement from time to time as it deems necessary, with such changes being effective as to all use of the Service(s) from and after notice is given pursuant to the Subscriber Agreement. The most recent version of the Subscriber Agreement may be found at Northland's website, [www.yournorthland.com](http://www.yournorthland.com). Any questions regarding Subscriber Agreement may be directed to Northland Communications Corporation, 101 Stewart Street, Suite 700, Seattle, Washington 98101, Attn.: Legal Department. As used in this Subscriber Agreement, the following terms shall have the following definitions:

"We," "Northland," "us," or "our" means Northland Communications Corporation dba Northland, its affiliates, employees, successors, assigns and authorized agents.

"You" or "your" means you and any users or beneficiaries of Northland's Service(s).

"User" means a person who establishes an account with Northland or uses Service(s).

"Equipment" means one or more of the following: cable modem, converter box, TiVo box, CableCARD™s, Digital Video Recorder (DVR) remote-control unit, security device, addressable control module, decoding trap(s), A/B switch, coaxial cable, parental lock-out device, MTA or any other device installed in or around your Home, or provided by us, necessary or convenient for you to receive video programming, Internet connectivity, digital phone or other Service(s). Inside wiring is not Equipment.

"Home" means the residence or dwelling, including a single-family home, apartment or any other type of dwelling unit, where the Service(s) are installed.

"Hourly service charge" means the hourly charge you pay us for certain services.

"Initial Term" means your initial term of commitment to subscribe to Service(s). (A minimum Initial Term may be required to receive Special Offers).

"Inside wire" or "inside wiring" means the cable that runs inside your Home to a point 12 inches outside of your Home, and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

"Installed" means either installed or activated.

"Physical Address" means the physical address or addresses where you receive Service(s).

"Special Offer" means a promotional offering of Service(s) subject to certain conditions and/or restrictions.

**A. CUSTOMER PRIVACY POLICY**

Federal law requires us to inform you of the following matters:

1. **Customer's Privacy Rights.** Your privacy, including the ability to limit disclosure of certain information to third parties, is addressed by, among other laws, the Telecommunications Act of 1996 (the "Cable Act") and the Federal Electronic Communications Privacy Act (the "Privacy Act"). You have a right to know Northland's policy regarding the collection, retention and use of personally identifiable information. You also have the right to inspect certain of our records that contain information about you and to correct any error in our information. If you wish to inspect our records, please write or visit your local Northland office during regular business hours. We reserve the right to charge you for the cost associated with supplying any documents that you request. As required by the Cable Act, we will provide you with a copy of our subscriber privacy policy annually. Northland may modify its privacy policy at any time. Northland may deliver any notice concerning our relationship with you, including notice of any change to this privacy policy, in any one or more of the following ways, as determined in Northland's sole discretion: (a) by posting it on [www.yournorthland.com](http://www.yournorthland.com) or any website about which you have been notified; (b) by mail or hand delivery to the address for your account in Northland's records; (c) by e-mail to the address for your account in Northland's records; or (d) by including it on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this privacy policy. Because we may from time to time notify you about important information regarding the Service(s) and this privacy policy by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at [www.yournorthland.com](http://www.yournorthland.com) or any other website about which you have been notified. If you find any change to this privacy policy to be unacceptable, you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than thirty (30) days after Northland delivers notice of the change to this privacy policy, however, will constitute your acceptance of the change.

If you believe you have been injured by any act of ours in violation of the Cable Act, you may enforce the limitations imposed on us by the Cable Act with respect to your personally identifiable information through a civil lawsuit seeking damages, attorneys' fees and litigation costs. Other rights and remedies may be available to you under federal or other applicable laws.

2. **Consumer Proprietary Network Information ("CPNI") Policy.** CPNI is defined as follows: (a) information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service subscribed to by any customer of a telecommunications carrier, and that is made available to the carrier by the customer solely by virtue of the carrier-customer relationship; and (b) information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier. We have a duty, under federal law, to protect the confidentiality of your CPNI. CPNI generated from the use of our services to which you currently subscribe will not be used, accessed, or disclosed to third parties outside of Northland and our affiliates, agents, joint venture partners, vendors, and independent contractors without your approval, except as permitted by law. Northland reserves the right to use CPNI to protect our rights or property, to prevent fraud, abuse, or unlawful use, as well as for wiring installation, maintenance, and repair services, as permitted by law. Pursuant to an order of the Federal Communications Commission (FCC), our Internet service is now classified as a "telecommunications service" and is subject to additional privacy protections and use restrictions. We will take reasonable, good faith steps to protect your CPNI in accordance with the Cable Act and as described in this privacy policy until the FCC issues more specific guidance.

3. **Information Collection and Use.** Generally, federal law permits us to collect and use personally identifiable information necessary for the business of providing services to customers and to detect unauthorized reception of cable communications. In order to provide reliable, high-quality service and maintain adequate records, we keep regular business records that may include the following personal information about you: your name, address(es), telephone number(s), Social Security Number, driver's license or state-issued identification number, bank account number(s) (if you have authorized automatic payment withdrawals), credit card account number(s) (if you have furnished them to us for payment), billing, payment, deposit, complaint and service records, records of information you have furnished to us, such as the location and number of television sets and devices connected to the system, and the Service(s) you have chosen, and other personally identifiable information. We use this information to: sell, maintain, disconnect, reconnect and change your Service(s); make sure that you are being billed properly for the Service(s); maintain financial, accounting, tax, service and property records, including records required by the terms of our franchise; determine your level of satisfaction with the Service(s); enable us to mail you information concerning our Service(s); enable us to conduct market research; detect unauthorized reception, use and abuse of the Service(s); to comply with law; and for other purposes related to the operation and maintenance of the Service(s) and the system generally. We take reasonable precautions to prevent unauthorized access to this information. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use or disclose personally identifiable information.

4. **Information Disclosure.** Federal law allows us to disclose personally identifiable information to a third party if (a) you consent in advance in writing or electronically; (b) necessary to render Service(s) we provide to you and to conduct our related business activities; (c) allowed pursuant to applicable law or legal process; or (d) made in connection with mailing lists as described below. We may make your records available to our affiliates, employees, agents and contractors to install, market, provide, disconnect, reconnect, change the level Service(s), detect unauthorized reception, use and abuse of Service(s) and to audit Service(s) where access to information about you may be needed for the specific job at hand. Access for these purposes is routine and does not occur with any specific frequency. We also may release our customer list to: consumer research organizations to conduct market research; distributors for sending program guides; programmers for marketing and promotions of the various program services carried on our system; programmers and outside auditors to check our records; attorneys and accountants on a continuous basis as necessary to render services to the company; potential purchasers in contemplation of a system sale, and in the event of any sale, the purchaser; franchising authorities to demonstrate compliance with the franchise; mailing services as needed for system-related mailings to customers; collection services if required to collect past-due bills at such time as those bills are submitted for collection; and comply with law.

5. **Mailing Lists.** Federal law also allows us to disclose your name and address for mailing lists and other purposes unless you object. We do not sell our customer list or otherwise disclose it to commercial or charitable users at the present time, although we may make such disclosures in the future. In such case, we will not disclose the extent of your viewing or use of any Service(s) or the nature of any transaction you may make, but we may disclose that you are among those who subscribe to a Service(s). If you do not wish to have your name and address included on a customer list that is disclosed to commercial or charitable users, please write or visit your local Northland office or call Northland's customer service.

6. **Information Retention.** Unless there is a legitimate request or order to inspect the information still outstanding, we will destroy customers' personally identifiable information that is no longer necessary for the purpose for which it was collected. Information that you have provided us upon installation of Service(s) may be maintained in our management information system for an extended period of time while you are a customer and even after you are no longer an active customer. Information contained in records such as work orders, service records, usage records, accounting and billing records and market research records may be retained for as long as you are a customer, plus additional periods if we believe such information may be necessary or useful in the future, as permitted by law.

7. **TiVo's Privacy Policy.** Subscribers' use of TiVo services is subject to additional privacy rights and limitations under TiVo's Privacy Policy regarding the collection, retention and use of personally identifiable information. TiVo's Privacy Policy, which may be amended from time to time, is available at Northland's office locations and at TiVo's website, <https://www.tivo.com/legal/privacy>.

**B. GENERAL TERMS AND CONDITIONS OF SERVICES**

1. **Payment for Service(s).** You are responsible for all charges for the Service(s), including without limitation any pay-per-view event(s) or other Service(s) ordered through the converter box. Charges for Service(s) start the day that Service(s) is installed. The charges for one month's Service(s), any required deposits and any installation or Equipment-lease fees are payable at the time Service(s) is installed. Thereafter, we will bill you each month in advance for Service(s) (except for usage based fees, pay-per-view movies or events, which will be billed after they are provided to you). You agree to pay us monthly by the payment due date shown on the bill for such month's Service(s) and for any administrative fees due to late payments, any returned-check fees or other charges due us. Payments made via phone or online may incur additional charges. If you change the Service(s) you receive, we may charge you an upgrade or downgrade charge. We do not extend credit to our customers and the administrative fee is not interest. You agree to pay all taxes, franchise fees and other charges, if any, which are now or may in the future be assessed because you receive our Service/Equipment. If you receive Internet connectivity services, you may also access certain information, products and services of others, for which there may be a charge. You agree that you are solely responsible for all fees or charges for these online services, products or information. If your Service(s) is disconnected because you do not pay your bill by the due date, we may require you to pay all past-due charges, a reconnect fee and a minimum of one month's advance charges before we reconnect your Service. You must bring any billing errors or requests for credit to our attention within sixty (60) days of the time you receive the bill for which you are seeking correction. If we are required to use any collection agency or attorney to collect money that you owe us or to assert any other right which we may have against you, you agree to pay the reasonable costs, fees and expenses of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs.

2. **Changes in Service and Charges.** Subject to any Special Offer pricing commitments, we reserve the right to change our Service(s), Equipment, prices and fees at any time. We also may

rearrange, delete, add to or otherwise change the Service(s), including, but not limited to, content, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations. If the change affects you, we will provide you notice of the change and its effective date ("Change Notice"). Northland may deliver a Change Notice to you in any one or more of the following ways, as determined in Northland's sole discretion: (a) by posting it on [www.yournorthland.com](http://www.yournorthland.com) or any other website about which you have been notified; (b) by mail or hand delivery to the address for your account in Northland's records; (c) by e-mail to the address or your account in Northland's records; or (d) by including it on or with your bill for Service(s). You agree that any one of the foregoing will constitute sufficient and effective notice under this Subscriber Agreement. Because we may from time to time notify you about important information regarding the Service(s) by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at [www.yournorthland.com](http://www.yournorthland.com) or any other website about which you have been notified. If you find any change to the Service(s) to be unacceptable, you have the right to cancel your Service(s). You continued receipt of the Service(s) for more than thirty (30) days after Northland delivers the Change Notice, however, will constitute your acceptance of the change. You may obtain information about our current fees and prices for any Service(s) by calling Northland's customer service.

3. **Termination of Service.** Subject to any early termination fees for a Special Offer, you have the right to cancel your Service for any reason at any time by either (a) sending a written notice to your local Northland office, (b) visiting your local Northland office, or (c) calling Northland's customer service during normal business hours. Any termination notice not sent by one of the foregoing methods will be deemed ineffective. In the event you cancel your Service prior to the expiration of the Initial Term, you agree to repay us, in addition to any other amounts you may owe, the value of all discounts you received. In the event, after all discounts have been repaid, there is a balance remaining due to you, we will refund any balance due to you within thirty (30) days of receipt of such cancellation notice or upon the return of the Equipment in working order, normal wear and tear excepted, if later. You may not assign or transfer the Service without our written consent. These policies and practices shall survive the termination of your Service.

4. **Equipment; Inside Wiring.** At the time we installed any Equipment, you acknowledge that we (a) demonstrated that the Equipment was functioning properly; (b) instructed you in its use; (c) provided you with a copy of these Terms and Conditions of Services; and (d) demonstrated how to set up a unique purchase authorization code for the ordering of programming or other services through the converter box, if applicable. You are responsible for maintaining the security of the Equipment and the purchase authorization code. The Equipment is and at all times shall remain the sole and exclusive property of Northland unless you have purchased it. We may, at our option, supply new or reconditioned Equipment to you. You must have our prior written consent to sell or give away the Equipment. The Equipment may only be used in your Home for your residential and personal use. If you cease to be our customer, you will be responsible for promptly returning the Equipment to us. If you move, do not leave the Equipment in your vacant Home. You are responsible for preventing the loss of, or damage to, the Equipment we provide to you. If the Equipment is damaged, destroyed or stolen, you will be liable for the cost of repair or replacement of the Equipment, including any incidental costs Northland incurs. The Equipment must be returned to us in working order, normal wear and tear excepted, or else you may be charged the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted. In the event you have us repair or maintain the inside wiring, we are not responsible for problems with the operation of your television, television-related equipment, computer or computer-related equipment. We do not service computers, television receivers or any other television-related or computer-related equipment (such as VCRs, home antennas or other cable-compatible equipment) which is not owned by us, even if it is attached to the cable or to the Equipment. Certain other limitations may apply. None of the Equipment, inside wiring or any of our cable placed under, over, on or about your Home in connection with the Service(s) shall be deemed fixtures or in any way part of your real property. It may be removed by us, at our option, at any time during or following the termination of your Service. If you voluntarily cancel your Service, you may have the option of purchasing the inside wiring at the per-foot replacement cost of the cable. If you decide not to purchase the inside wiring, we may remove it in accordance with applicable rules and regulations.

5. **Access to Customer's Home.** You authorize us to enter your Home, in your or your representative's presence, or enter upon your property during normal business hours or by appointment, to install, inspect, maintain, replace, remove or otherwise deal with the Equipment and Service. This authorization includes allowing us to be on your property outside your Home at reasonable times even if you are not at the premises. You authorize us to make connections and perform other tasks we deem necessary or desirable to enable us to provide Service(s) to you. If you are not the owner of your Home location, you acknowledge that you have obtained consent from the owner of the Home location for installation, and you agree to supply us, upon request, with the owner's name and address, and evidence that you are authorized to give us access on the owner's behalf. We will not be liable for any damage, loss or destruction to your Home, business or any property during installation. If you are the owner of your Home location, you grant us an easement over and across your property to attach our cables and related facilities to any utility pole currently on your property during the term that you are a customer. This easement is in addition to and not in substitution for, any other right we may have to place our cable property in and along any existing easement or right-of-way, regardless of the nature, origin or theory underlying such right.

6. **Private Viewing, Unauthorized Service and Use of Equipment.** We provide Service(s) to you for your private use and enjoyment. You agree that the video programming will not be viewed in areas open to the public. The video programming may not be rebroadcast, transmitted or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance, from us and our programming supplier(s). This consent may be withheld at the sole discretion of either party. You agree not to attach any unauthorized device to the cable or Equipment. If you make any unauthorized connection or modification to the Equipment or any other part of the cable system, you will be in breach of these policies and practices and we may terminate your Service(s) and pursue the other remedies available to us by law.

You may install inside wiring, such as additional cable wiring and outlets. Regardless of who does the work, the inside wiring within your service location must not interfere with the cable system's normal operations. With respect to the inside wiring, much of the Equipment and devices necessary to receive our Service(s) are available both from us and other third parties. If you do not purchase or lease such Equipment and devices from us, you are responsible for ensuring that they do not interfere with the cable system's normal operations and other communications systems and devices. For example, you agree not to install anything to intercept or receive, or assist in intercepting or receiving, or which is capable of intercepting or receiving, any Service(s) offered over a cable system, unless specifically authorized to do so by us, or as may otherwise be specifically authorized by law. You also agree that you will not attach anything to the inside wiring or Equipment which singly or together results in a degradation of our cable system's signal quality or strength. You may not attach any device or Equipment to any inside wiring in a way that impairs the integrity of the local cable system (such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or Equipment, which alone or together, result in a degradation of signal quality). We are entitled to recover damages from you for tampering with any of the Equipment or any other part of the cable system, or for receiving unauthorized Service. Inside wiring maintenance may not be your responsibility if you rent your Home location. Contact your landlord or building manager to determine responsibility.

7. **Set-Top Converters and CableCARD™s.** If you plan to purchase encrypted cable services (such as premium, pay-per-view or digital services) without leasing a set-top box from Northland, you should make sure that any set-top converter, or navigation device or digital-cable-ready television (which can receive digital cable services using a device that we must provide called a CableCARD™ in place of a converter) that you purchase from a retail outlet is compatible with our system. Set-top converters available from retail outlets that have descramblers in them may not conform to all federally-required signal security specifications and thus may be illegal to use. Northland does not authorize the use of any converter/descrambler that does not conform to all required signal security specifications. People who use illegal converters/descramblers may be subject to prosecution for theft of cable service. It is unlawful to alter or tamper with any device belonging to a cable operator in order to receive, intercept, or assist in receiving or intercepting any communications service offered over a cable system. People who take such actions may be subject to fines or imprisonment. Due to device limitations, digital cable-ready retail devices using current CableCARD™ technology only receive what is known as "one-way" cable services. Such devices cannot receive "two-way" cable services, such as Northland's electronic program guide, video-on-demand, or switched digital video services. Two-way digital cable-ready devices are not yet commercially available, but are expected to be available in the near future. Upon your request, we will provide you with the technical parameters necessary for any set-top converter rented or acquired from retail outlets to operate with our cable system. If Northland offers a bundled services package which includes a set-top box lease in the discounted price, you may be eligible for a discount if you provide your own set-top box, provided that such set-top box meets all of the federally-required signal security specifications.

8. **TiVo Services and Privacy Policy.** If you have a TiVo-brand digital video recorder and subscribe to TiVo services through Northland, you agree to be bound by TiVo's policies in addition to Northland's Subscriber Agreement governing your use and enjoyment of TiVo services. TiVo's policies, including its Privacy Policy, are available at its website (<http://www.tivo.com/abouttivo/policies/index.html>). Your use of TiVo products and services constitutes your acceptance of these policies, which may be amended from time to time at TiVo's sole discretion. You may not transfer, sell, rent or otherwise provide access to the TiVo box(es) to any third party.

9. **Limited 30-Day Warranty; General Disclaimer of Warranties; General Limitation of Liability; Indemnification.** WE WARRANT FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF OUR INSTALLATION OR REPAIR THAT THE EQUIPMENT WE HAVE INSTALLED OR REPAIRED WILL MEET ACCEPTED INDUSTRY STANDARDS AND BE FREE FROM DEFECTS IN MATERIALS OR WORKMANSHIP. IF YOU REPORT TO US WITHIN THE 30-DAY PERIOD ANY FAILURE OF OUR EQUIPMENT TO CONFORM TO THIS WARRANTY, WE SHALL REPAIR OR REPLACE THE NONCONFORMING EQUIPMENT. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION, ALL SERVICE(S) AND EQUIPMENT ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES AS TO THE SERVICE(S)' PERFORMANCE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT ANY DATA, FILES OR OTHER COMMUNICATIONS BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR FREE OR AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF THE SERVICE(S). WE MAKE NO WARRANTY AS TO THE SECURITY OF YOUR COMMUNICATIONS VIA THE SERVICE(S), OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR YOUR COMPUTER(S) OR ONLINE OR DIGITAL PHONE COMMUNICATIONS. REPAIR OR REPLACEMENT OF NONCONFORMING EQUIPMENT AS PROVIDED IN THIS SECTION SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR SOLE REMEDY, REGARDLESS OF WHETHER CLAIMS OR REMEDIES ARE SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE WITHOUT LIMITATION. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM OUR PROVISION OF OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICE(S) TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE(S), LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU OR FROM YOUR USE OR INABILITY TO USE THE SERVICE(S). SOME STATES MAY NOT ALLOW THE EXCLUSION OF OR LIMITATION OF ANY OR ALL OF THESE TYPES OF DAMAGES OR THE LIMITATIONS ON IMPLIED WARRANTIES, AND ONLY IN SUCH CASES THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE ADDITIONAL RIGHTS OR REMEDIES AS TO CERTAIN SERVICE(S) UNDER THE TERMS OF THE FRANCHISE GRANTED US IN YOUR AREA. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NORTHLAND, ITS PARENT COMPANY, SUBSIDIARIES AND THEIR [these are included in the definition of "Northland."] CONTRACTORS, OFFICERS AND DIRECTORS FROM ALL LIABILITIES, CLAIMS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES THAT ARISE FROM YOUR USE OR MISUSE OF THE SERVICE(S). NORTHLAND RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH NORTHLAND IN ASSERTING ANY AVAILABLE DEFENSES.

10. **Digital Phone Service.** In order to receive Northland's digital phone service (the "Phone Service"), you must be on or interconnected with Northland's network.

11. **Residential Use of Phone Service and Device.** If you have subscribed to the Phone Service for use at your Home, the Phone Service and any device are provided to you as a residential user, for your personal, residential, non-business and non-professional use. This means that you are not using them for any commercial, governmental, profit-making or non-profit activities, including but not limited to home office, business or sales activities, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcasting, fax blasting or any other activity that would be inconsistent with normal residential usage patterns. This also means that you are not to resell or transfer the Phone Service or the device to any other person for any purpose, or make any charge for the use of the Phone Service, without prior express written permission from Northland. You agree that your use of

the Phone Service and/or device, or the use of the Phone Service and/or device provided to you by any other person for any commercial or governmental purpose will obligate you to pay Northland's higher rates for commercial service for all periods, including past periods, in which you use, or used, the Phone Service for commercial or governmental purposes. Northland reserves the right to immediately terminate or modify your Phone Service if Northland determines, in its sole discretion, that the Phone Service is being used for non-residential or commercial use.

12. **Use of Phone Service and Device; Prohibition on Resale.** Use of Phone Services for a business are prohibited. You are not to resell or transfer the Phone Service to any other person for any purpose. You agree that the Phone Services do not confer the right to use the Phone Service for auto-dialing, continuous or extensive call forwarding, telemarketing (including without limitation charitable or political solicitation or polling), fax broadcasting or fax blasting. Northland reserves the right to immediately terminate or modify your Phone Service, if Northland determines, in its sole discretion, that the Phone Service is being used for any of the aforementioned activities or other Prohibited Uses.

13. **Prohibited Uses.** You agree to use the Phone Service and device only for lawful purposes. You agree not to use the Phone Service for transmitting or receiving any communication or material of any kind when in Northland's sole judgment the transmission, receipt or possession of such communication or material would (a) constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (b) encourage conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any applicable local, state, national or international law. Northland reserves the right to terminate your Phone Service immediately and without advance notice if Northland, in its sole discretion, believes that you have violated the above restrictions. You are liable for any and all use of the Phone Service and/or device by yourself and by any person making use of the Phone Service or device provided to you and you agree to indemnify and hold harmless Northland against any and all liability for any such use. If Northland, in its sole discretion, believes that you have violated the above restrictions, Northland may forward the objectionable material, as well as your communications with Northland and your personally identifiable information, to the appropriate authorities for investigation and prosecution and you hereby consent to such use, disclosure and/or forwarding.

14. **Use of Phone Service and Device by Customers outside the United States.** Northland does not presently authorize the use of the Phone Service outside of the United States. Northland makes no warranty express or implied regarding the performance or function of the device if you attempt to use the Phone Service outside of the United States.

15. **EMERGENCY SERVICES (911 CALLS).** Customer agrees and understands that Northland does not hold itself out as providing emergency 911 services as a replacement to the traditional local wireline 911 services offered over the public switched telecommunications network and wireless 911 services in your local service area. Northland's limited 911-type service is available only on Northland devices and with Northland Service(s) as described herein. You acknowledge and understand that Northland's 911-type dialing (a) requires you to take affirmative steps to activate and properly install the Northland device and to ensure that the information you provide to Northland is accurate, (b) is NOT the same as the 911 emergency services you may receive from traditional landline or wireless service providers, and (c) is different in many significant ways (some, but not necessarily all, of which are described herein) from traditional 911 service. You agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service of the non-availability of traditional 911 and E911 dialing from your Northland Phone Service and device(s). You further agree to inform any household residents, guests, employees and any other persons who may be present at the physical location where you utilize the Phone Service as to the differences and limitations of Northland's 911-type dialing service as compared with traditional 911 or E911 dialing that are set forth herein and in any user manual.

16. **Description of Northland's 911-Type Service.** You acknowledge and understand that neither Northland nor its third-party service providers shall have any responsibility to or liability for provision of the Phone Service and 911-type access if the device is moved outside of your Physical Address. Additionally, even if you do not move your device, Northland cannot guarantee the reliability of the 911-type dialing features offered with your Phone Service. When you dial 911 using your Northland-approved device and Phone Service, your call is generally routed from the Northland network to third-party providers who route the emergency call to the Public Safety Answering Point ("PSAP") or local emergency service personnel associated with your telephone number. Each PSAP serves a designated geographic area. When you sign up for Northland Phone Service, your telephone number will correspond to your Physical Address. Your Physical Address, for purposes of your Phone Service, is the location where you receive your Phone Service from Northland. Your Physical Address may or may not be the same as your billing address (where you receive your Northland bill). You acknowledge and understand that it is your responsibility to provide Northland with your proper Physical Address. Northland and its third-party provider(s) hereby disclaim any and all liability and responsibility in the event that you provide an incorrect Physical Address to Northland. When you dial 911 from a Northland device using Northland's Phone Service, you acknowledge and understand that Northland and/or its underlying service providers will endeavor to route your call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number. You acknowledge and understand that you may not be routed to the same 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Northland relies on third parties for the forwarding of information underlying such routing, and accordingly, Northland and its third-party provider(s) hereby disclaim any and all liability or responsibility in the event such information or routing is incorrect. Neither Northland nor its underlying service providers nor their officers or employees may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action arising from or relating to Northland's 911-type dialing and services unless it is proven that the act or omission proximately causing the claim, damage or loss constitutes gross negligence or intentional misconduct on the part of Northland or its underlying service providers. You agree to indemnify and hold harmless Northland and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to your failure to follow correct dialing or use procedures for 911 calling or use of your Northland device or your provision to Northland of incorrect information in connection therewith.

17. **Service Outage, Power Failure or Disruption.** You acknowledge and understand that 911 dialing will not function in the event of a power failure or disruption. Should there be an interruption in the power supply for any reason whatsoever, the Phone Service and 911 dialing will not function unless and until power is fully restored. A power failure or disruption may require you to reset or reconfigure the Northland device or other Northland equipment at your premises prior to utilizing the Phone Service or 911 dialing.

18. **Broadband Service/Internet Service Provider Outage or Termination/Suspension or Termination by Northland.** You acknowledge and understand that Service(s) outages or suspension or termination of Service(s) for any reason will prevent ALL Phone Service including 911 dialing. You acknowledge and understand that if there is a service outage for ANY reason, such outage will prevent ALL Phone Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described herein.

19. **Limitation of Liability and Indemnification Regarding 911 Emergency Services.** YOU ACKNOWLEDGE AND UNDERSTAND THAT NORTHLAND'S LIABILITY IS LIMITED FOR ANY PHONE SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 FROM YOUR LINE OR TO ACCESS EMERGENCY SERVICE PERSONNEL, AS SET FORTH HEREIN. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NORTHLAND, ITS OFFICERS, DIRECTORS AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE PHONE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE PHONE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF YOUR NORTHLAND PHONE SERVICE TO BE ABLE TO DIAL 911, TO ACCESS EMERGENCY SERVICE PERSONNEL, TO ACCESS THE CORRECT PSAP ASSOCIATED WITH YOUR TELEPHONE NUMBER OR TO CORRECTLY ROUTE AN EMERGENCY CALL IF YOU MOVE YOUR NORTHLAND DEVICE OUTSIDE OF YOUR PHYSICAL ADDRESS. YOU EXPRESSLY ACKNOWLEDGE THAT, IN THE EVENT OF A POWER OUTAGE OR OTHER SERVICE-AFFECTING SCENARIO, NEITHER NORTHLAND NOR ANY OF ITS SUBSIDIARIES, PARENT COMPANIES, AGENTS, NETWORK SERVICE PROVIDERS, PARTNERS OR EMPLOYEES ARE LIABLE FOR THE AVAILABILITY OF 911 SERVICE FROM YOUR NORTHLAND DEVICE AND NORTHLAND PHONE SERVICE.

20. **Use of TDD or TTY devices.** Although current developments in IP technologies provide reliable transfer of voice and data over broadband connections such as cable lines, the nature of the technologies may not be fully compatible with the existing 911 systems currently in place in your area of service. Additionally, Voice over Internet Protocol ("VoIP") 911 services such as Northland's 911-type service may not be fully compatible with all types of TDD or TTY devices for the hearing impaired and that where such devices are used to make calls, you agree and acknowledge that neither Northland nor Northland's third-party providers hold themselves out as providing or enabling Northland to provide emergency services compatible with any TDD/TTY devices. You further acknowledge that Northland has apprised you of any and all risks associated with your use of Northland's 911-type service and that Northland does NOT recommend that you use the Northland 911-type service as your sole and primary means of reaching a 911 operator in case of an emergency.

21. **Dialing Requires Activation.** You are required to provide an accurate Physical Address and other information to Northland upon purchasing the Northland Phone Service. You must properly connect the Northland device in order for the Northland Phone Service to function properly. You acknowledge and understand that 911 dialing does not function unless you have successfully configured and connected your Northland device and Phone Service and provided accurate and updated information. You acknowledge and understand that you cannot dial 911 from this line unless until you have confirmation that your Northland device is operational.

22. **Failure to Designate the Correct Physical Address When Activating 911 Dialing or Moving Your Device.** Failure to provide your current, updated and correct Physical Address and location of your Northland Equipment may result in any 911 call you make being misrouted to the incorrect local emergency service provider. Northland's Phone Service is intended to function from your Physical Address which MUST correspond to the physical address where you receive your primary Northland Service and where your Northland device is physically located. If you have more than one Northland device at your Physical Address and each device has a different number, you must make sure that the Physical Address corresponds to each number where your Northland device is physically located. If you move your device to a location other than your primary Physical Address, you may not be able to place emergency calls or your calls could be misrouted to the incorrect PSAP or incorrect emergency service personnel.

23. **Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911.** Due to the technical constraints of Northland's 911-type dialing service, you acknowledge and understand that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing your Northland device and Equipment as compared to traditional 911 dialing over traditional public telephone networks. You acknowledge and understand that 911 dialing from your Northland Equipment will be routed to Northland's third-party provider who will route the call to the general PSAP or local emergency service personnel (which may not be answered outside business hours) assigned to your telephone number, and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing.

24. **Automated Number Identification.** THE PSAP OR LOCAL EMERGENCY SERVICE DISPATCHER RECEIVING YOUR 911 CALLS MAY NOT BE ABLE TO CAPTURE AND/OR RETAIN AUTOMATED NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE DISPATCHER MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE 911 CALL. Although Northland's system is configured to send the automated number identification information, there may be several telephone companies and VoIP providers other than Northland that may be involved in routing your call to emergency personnel and PSAPs. The emergency response systems and the PSAPs themselves must be able to receive the information and pass it along properly. Existing emergency response systems and PSAPs may not always be technically capable of receiving and/or passing routing information properly. You acknowledge and understand that PSAP and emergency personnel may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.

25. **Automated Location Identification.** At this time in the technical development of Northland's 911-type dialing, it is not always possible to transmit identification of your Physical Address or the physical location of your Northland device if the device is located at a location that is different than your Physical Address. IF YOU DIAL 911 USING NORTHLAND'S SERVICE, YOU MUST IMMEDIATELY TELL THE DISPATCHER YOUR LOCATION (OR THE LOCATION OF THE EMERGENCY, IF DIFFERENT). YOU MUST ALSO NOT DISCONNECT THE LINE, AS THE DISPATCHER MAY NOT HAVE A PHONE NUMBER TO USE TO CALL YOU BACK AND YOU MAY BE REQUIRED TO REDIAL THE 911 CALL. IF YOU ARE UNABLE TO SPEAK AND DESCRIBE YOUR LOCATION ACCURATELY, THE EMERGENCY DISPATCHER MAY NOT BE ABLE TO LOCATE YOU OR DISPATCH EMERGENCY PERSONNEL TO THE CORRECT LOCATION. You acknowledge and understand that you or anyone using your Northland Phone Service will need to state the nature of the emergency promptly and clearly,

including your location. You acknowledge and understand that PSAP and emergency personnel may not be able to find your location if the call is unable to be completed, is dropped or disconnected, if you are unable to speak to tell them your location and/or if the Phone Service is not operational for any reason, including without limitation those listed herein.

26. **Alternative 911 Arrangements.** You acknowledge that Northland does not offer the Phone Services as the primary line for emergency services. You should always have an alternative means of accessing emergency services such as 911 or E911.

27. **Provisions Regarding Compatible Customer Equipment and Service(s).** You acknowledge and agree that the Service(s) may not support and that Northland has no responsibility for the operation or support, maintenance or repair of any customer equipment. You acknowledge and understand that Northland and/or the Service(s) may not support or be compatible with non-recommended configurations including but not limited to MTAs not currently certified by Northland as compatible with the Service(s); customer equipment, including, but not limited to, non-voice communications equipment, alarm and security systems or devices, fire or smoke detection systems or devices, medical monitoring devices, fax machines, and "dial-up" modems; rotary-dial phone handsets, pulse-dial phone handsets, and other voice-related communications equipment such as private branch exchange (PBX) equipment, answering machines, traditional Caller ID units and point of sale (POS) equipment and any all other communications or electronic equipment. In order to use the Service(s), you may be required to provide certain equipment such as a phone handset, inside phone wiring and outlets, and an electrical power outlet. In order to use online features, where Northland makes those features available, you may be required to provide certain hardware, such as a personal computer, software, an Internet browser and access to the Internet. You hereby waive any claim against Northland and/or Northland's third-party providers for interference with, disruption of or failure of (such as power and service outages) any such equipment or Service(s).

28. **Local Number Portability.** In the event you are not utilizing a new phone number for your Northland Phone Service, but rather are transferring an existing phone number, you must sign Northland's Letter of Authorization (the "LOA"), authorizing Northland or its designated agent to work with your previous service provider to transfer your existing number. In addition to the terms and conditions of the LOA, the terms and conditions of this paragraph shall also apply: (a) you agree and acknowledge that if you set up your Northland device prior to the date that the number port becomes effective ("Port Effective Date"), you will only be able to make outgoing calls with your Northland device. In such event, Northland strongly recommends that you keep another phone at your Physical Address to receive incoming calls until the Port Effective Date, after which you will be able to both make and receive calls using the Northland Phone Service; and (b) you agree and acknowledge that if your device is not yet activated as of the Port Effective Date, your existing phone service for the number you are transferring will be disconnected and you will have no service for that line. Therefore, to avoid an interruption in Service(s), it is extremely important that you properly install your Northland device prior to, or on, the Port Effective Date. An estimate of the Port Effective Date will be provided to you by Northland via mail, phone or email following your completion of the ordering process.

29. **Failure to Comply with these Policies and Practices.** If you fail to pay your bill when it is due or if you fail to comply with any other of these policies and practices, we may exercise any rights we have to collect amounts due and seek other remedies, including (a) terminating your Service(s), (b) recovering the Equipment, (c) charging your credit card or otherwise charging you the retail price for a new replacement for each piece of Equipment not returned or returned but not in working order, normal wear and tear excepted, and/or (d) bringing such other legal action as allowed by law.

30. **Privacy Disclosures.** Information required to be disclosed by the Cable Act and the Privacy Act, including information relating to personally identifiable information, is described in the Customer Privacy Policy printed above and is also posted at [www.northlandcabletv.com](http://www.northlandcabletv.com). You acknowledge receipt of the Customer Privacy Policy.

31. **Applicable Law; Severability.** These policies and practices, including all matters relating to their validity, construction, performance and enforcement, shall be governed by applicable federal law, the rules and regulations of the FCC and the laws and regulations of the state and local area where the Service(s) is provided. These policies and practices are subject to amendment, modification or termination if required by such regulations or laws. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other policies and practices.

32. **Binding Arbitration.** Any dispute involving you and Northland shall be resolved through individual arbitration. "Dispute" means any claim or controversy related to Northland, including but not limited to and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this Subscriber Agreement or any prior agreement; (3) claims that arise after the expiration or termination of this Subscriber Agreement, and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. As used in this Section A(32), "Northland" means Northland and any of its predecessors, successors, assigns, parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents. Notwithstanding the foregoing, the following disputes will not be subject to arbitration: (i) disputes relating to the scope, validity, or enforceability of this arbitration provision (ii) disputes that arise between Northland and any state or local regulatory authority or agency that is empowered by federal, state or local law to grant a franchise under 47 U.S.C. §522(9); and (iii) disputes that can only be brought before the local franchise authority under the terms of the franchise.

(a) **Right to Opt Out.** You may opt out of this arbitration provision by notifying Northland in writing, within (thirty) 30 days of the date that this Subscriber Agreement first became binding upon you by mail at Northland Communications Corporation, 101 Stewart Street, Suite 700, Seattle Washington, 98101 ATTN: Legal Department/Arbitration. Your written notification must include your name, address and Northland account number as well as a clear statement that you wish to opt out of arbitration of disputes with Northland. Note: you must separately opt out for each account under which you receive Services. Your election to opt out will be effective as to all disputes that arise after Northland's receipt of your opt out notice. The party initiating the arbitration proceeding may open a case with the American Arbitration Association ("AAA") by visiting its website ([www.adr.org](http://www.adr.org)) or calling its toll free number (1-800-778-7879). Notwithstanding anything in this arbitration provision to the contrary, either you or Northland may bring an individual action in a small claims court in the area where you receive Service(s) from Northland if the claim is not aggregated with the claim of any other person and if the amount in controversy is properly within the jurisdiction of the small claims court. Arbitration shall be governed by the Federal Arbitration Act and administered by AAA pursuant to its Consumer Arbitration Rules (the "AAA Rules") as modified in effect when you notify Northland of your Dispute.

(b) **Waiver of Class Actions.** There shall be no right or authority for any claims to be arbitrated or litigated on a class action, joint or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (such as private attorney general), other subscribers, or other persons. The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that individual party's claim. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(c) **Arbitration Fees and Costs.** The prevailing party in any dispute shall be entitled to reimbursement of its reasonable attorneys' fees and costs. Notwithstanding anything in this arbitration provision to the contrary, Northland will pay all fees and costs that it is required by law to pay.

(d) **Severability and Waiver of Jury Trial.** If this arbitration provision is found to be illegal or unenforceable, the entire arbitration provision will be unenforceable and the Dispute will be decided by a court. WHETHER IN COURT OR IN ARBITRATION, YOU AND NORTHLAND AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW. If any clause in this arbitration provision is found to be illegal or unenforceable, that clause will be severed from this arbitration provision, and the remainder of this arbitration provision will be given full force and effect. This arbitration provision shall survive the termination of your Service(s) with Northland.

33. **Notice of Change to Subscriber Agreement.** Northland may deliver any notice concerning our relationship with you, including notice of any change to this Subscriber Agreement, in any one or more of the following ways, as determined in Northland's sole discretion: (a) by posting it on [www.yournorthland.com](http://www.yournorthland.com) or any other website about which you have been notified; (b) by mail or hand delivery to the address for your account in Northland's records; (c) by e-mail to the address for your account in Northland's records; (d) by including it on or with your bill for Service(s), (e) by electronic and/or telephonic notice such as cablecasting on our local information channel, or (f) any other means allowed by law. You agree that any one of the foregoing will constitute sufficient and effective notice under this Subscriber Agreement. Because we may, from time to time, notify you about important information regarding the Service(s) and this Subscriber Agreement by these methods, you agree it is your responsibility to regularly check your postal mail, e-mail and all postings at [www.yournorthland.com](http://www.yournorthland.com) or any other website about which you have been notified. If you find any change to this Subscriber Agreement to be unacceptable, you have the right to cancel your Service(s). Your continued receipt of the Service(s) for more than thirty (30) days after Northland delivers notice of the change to this Subscriber Agreement, however, will constitute your acceptance of the change.

34. **Acknowledgments and Contents Regarding Recording of Communications and Contact Rights.** Northland's right to contact you as described in this Section B(34) survives the termination of the Subscriber Agreement.

- (a) **Recording of Communications.** You acknowledge and agree that all communications between you and Northland may be recorded or monitored by Northland for quality assurance or other purposes subject to applicable law.
- (b) **Consent to Phone Calls.** Northland may call or text you or authorize others to call or text you on its behalf including, but not limited to, at any number you provide to Northland (or that Northland issues to you) for any purpose, including marketing Northland's services. You are responsible for charges for incoming text messages on your wireless phone(s).
- (c) **Autodialed Calls.** Northland (or persons acting on Northland's behalf) may use automated dialing systems or artificial or recorded voices to contact you or leave you messages if the call goes to voicemail.
- (d) **Other Notices.** You authorize Northland to provide other notices to you using any method Northland determines appropriate, including by electronic means (for example, email or online posting).
- (e) **Other Consents.** Northland may ask you to provide other consents or authorizations, including by electronic means, email or your equipment (for instance, using your remote control to purchase a VOD movie, to request information regarding an advertiser's products or to "opt in" to a consumer study), and Northland is entitled to assume that any consent or authorization Northland receives through the Services or from your location has been authorized by you.
- (f) **Email Address for Notice.** Upon Northland's request, you will provide Northland with a current email address that you regularly check so that Northland may provide notices and communications to you at that address.

35. **Your Right to Opt Out of Certain Autodialed Calls.** If you do not wish to receive calls, messages or texts from Northland via automated dialing systems or pre-recorded messages on your cellular phone, you may call Northland's customer service and request that your number be removed from Northland's marketing list. You understand that these straightforward procedures are the exclusive ways to opt-out of such calls. You also agree to allow Northland sixty (60) business days to honor your request, and further agree that Northland will not be liable for any calls or texts to you in the interim. You understand that Northland will continue to use automated dialing systems or pre-recorded messages on your cellular phone or landline to communicate non-marketing billing notifications, service notifications, appointment confirmations and account status updates.

36. **Procedure for Resolving Customer Complaints about Signal Quality.** If you have any complaint regarding the quality of television signals we deliver, you should write or visit your local Northland office, or call Northland's customer service. We will promptly try to resolve the problem. If you are dissatisfied with our resolution of the matter, you may notify the responsible official for your community. Please refer to your monthly cable bill or statement for your local franchising authority's name and address.

37. **Force Majeure.** We will not be liable for any delay or failure to perform our obligations, including interruptions in the Service(s), if such delay or nonperformance arises in connection with any acts of God, fires, earthquakes, floods, strikes or other labor disputes, acts of any governmental body or any other causes beyond our commercially reasonable control.

## C. **SUPPLEMENTAL TERMS AND CONDITIONS OF INTERNET SERVICES**

1. General. By establishing an account or by using the Internet Service (the "Internet Service"), you agree to be bound by the terms and conditions of this Subscriber Agreement as amended from time to time in Northland's sole discretion.

(a) End Users establishing an account with Northland warrant that (i) they are at least 18 years old, (ii) the information provided to Northland is accurate and complete including legal name, address, telephone number, and credit card/billing, and (iii) they will report to Northland all changes to this information within thirty (30) days of the change. Users are responsible for all charges to their account.

(b) Users are billed each month for Internet Service, including charges for any additional usage or services. Users are responsible for paying all charges billed to their account in the manner and method prescribed on their monthly bill or statement. Northland is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Northland.

(c) Internet Service may be suspended, limited or canceled at Northland's sole discretion for any breach by User of the Subscriber Agreement; however, charges will continue to accrue until User's account is canceled. Northland may bill an additional charge to reinstate Internet Service that has been suspended, limited or canceled.

(d) Upon activation of your Internet Service with Northland, you shall establish an email account with Northland or provide an email address to which Northland may send notices, updates and other information regarding the Internet Service ("Your Email"). You shall maintain Your Email throughout the duration of your subscription to Northland's Internet Service and shall notify Northland of any changes to Your Email in a timely manner. You are responsible for checking Your Email for any notices that Northland may send to Your Email.

2. A Special Note Concerning Minors. Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. We recommend that children ask a parent for permission before sending personal information to Northland, or to anyone else online.

3. Use of the Internet Service.

(a) Account, Password and Security. You will receive a user name, password and account designation upon registration. You and members of your household, in the case of a personal account, are the only authorized users of your account and all Users must comply with the Subscriber Agreement. You must keep your password confidential so that no one else may access the Internet Service through your account. You must notify Northland within 24 hours of discovering any unauthorized use of your account. You are responsible for the use of your account, whether or not authorized by you. Usernames, passwords and email addresses provided by Northland are Northland's property and Northland may alter or replace them at any time.

(b) Networking. To the extent consistent with the AUP, residential package subscribers may connect multiple computers to set up a Local Area Network ("LAN") behind the cable modem that connects no more than five (5) personal computers that you own, that are located in your Home and where the Internet Service is used principally for the residents of your Home. Northland reserves the right to further restrict or limit subscriber accounts in the event Northland determines in its sole and absolute discretion that such subscribers' Internet usage is excessive.

(c) Bandwidth and Usage Limitations. You may not use a personal or standard business account for high volume and/or commercial use, such as web hosting, streaming media, revenue generation, commercial transaction handling and file sharing. Your use of the Internet Service shall be limited to the data transfer limits of your service plan. In the event that you exceed these limits, you may be charged an overage fee. Further, you may not use the Internet Service in any way that places an excessive burden on the network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Internet Service through multiple computers. Commercial or high volume accounts may be available for such use.

4. Monitoring the Internet Service. Northland has no obligation to monitor the Internet Service, but may do so and, consistent with its Customer Privacy Policy, may disclose information regarding the use of the Internet Service for any reason if Northland, in its sole discretion, believes that it is reasonable to do so, including, but not limited to the following: to satisfy any laws, regulations or governmental or legal requests; in the operation of the Internet Service; or for the protection of Northland and its Users. Please see Northland's Privacy Policy at [www.yournorthland.com](http://www.yournorthland.com). Northland may immediately remove your material or information from Northland's servers, in whole or in part, which Northland, in its sole and absolute discretion, determines infringes on another's property rights or violates the AUP.

5. Disclaimer of Warranties. EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY NORTHLAND, NORTHLAND DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. NORTHLAND HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE INTERNET SERVICE(S) AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICES, PRODUCTS AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE INTERNET SERVICE(S). THE INTERNET SERVICE(S) IS PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. NORTHLAND DISCLAIMS ANY WARRANTY THAT THE INTERNET SERVICE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NORTHLAND MAKES NO EXPRESS WARRANTIES AND WAIVES AND DISAVOWS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY NORTHLAND OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY.

6. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL NORTHLAND, ITS EMPLOYEES, SUBSIDIARIES, LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE INTERNET SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF NORTHLAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, NORTHLAND'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

7. Software License. Northland grants you a limited, non-exclusive, non-transferable, personal and non-assignable object code license to use Northland's access software (including software from third-party vendors that Northland may distribute), its associated documentation and any updates thereto that may be provided to you by Northland ("Licensed Programs"), in order to access and utilize the Internet Service, as may be necessary. You agree to use the Licensed Programs solely in conjunction with the Internet Service and for no other purpose. Northland may modify the Licensed Programs at any time, for any reason and without providing notice of such modification to you.

The Licensed Programs constitute confidential and proprietary information of Northland and Northland's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws and international treaty provisions. All rights, title and interest in and to the Licensed Programs, including associated intellectual property rights, are and shall remain with Northland and Northland's licensors. You shall not translate, decompile, reverse-engineer, distribute, remarket or otherwise dispose of the Licensed Programs or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Licensed Programs, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

8. Website Usage and Other Websites. The Internet Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Northland has no control over such sites and resources, you acknowledge and agree that Northland is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Northland shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

9. Remedies under the Subscriber Agreement. Continued use of the Internet Service constitutes acceptance of the Subscriber Agreement and any amendments thereto. If you are dissatisfied with the Internet Service or any related terms, conditions, rules, policies, guidelines or practices, your sole and exclusive remedy is to discontinue using the Internet Service. Northland reserves all rights it may have for breach of any of the Terms of Service.

10. Termination by Northland. Northland reserves the right, in its sole discretion, to terminate or limit your account, terminate your password and terminate or otherwise limit your use of the Internet Service, with or without prior written notice, if you have breached any of the Terms of Service, as may be amended, or other user policies of Northland. If your account included space on Northland's servers, anything stored on this space will be deleted upon termination.

## **D. ACCEPTABLE USE POLICY**

1. Introduction. Northland's AUP governs your use of and access to the Internet Service provided by Northland, whether you are a subscriber to the Internet Service or not. By accessing the Internet via the Internet Service, you agree to all the terms set forth herein, as amended from time to time.

Generally, Northland does not monitor or edit the content posted by users of the Internet Service or other Internet services that may be available on or through the Internet Service (e.g., newsgroups, chat rooms, message boards, etc.). However, Northland and its agents reserve the right in their sole discretion to remove any content that, in Northland's judgment, does not comply with the AUP or is otherwise harmful, objectionable or inaccurate. Northland shall not be liable to you for the removal of any content or limitations on any use of the Internet Service nor shall Northland be liable to you for any refusal, failure or delay in removing such content.

In addition, Northland may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of the AUP or any applicable laws may result in the suspension or termination of either your access to the Internet Service and/or your Northland account. You agree to indemnify, defend and hold Northland harmless from any claims resulting from your use of the Internet Service. Northland may, in its sole discretion, revoke your access for inappropriate usage. Use of any information obtained via the Internet Service is at your own risk. Northland is not responsible for the accuracy, quality or content of information obtained through the Internet Service. Further terms applicable to your use of the Internet Service may be contained in any applicable Subscriber Agreement or Terms of Use provisions on applicable web pages.

2. Violations. The following is a non-exclusive list of prohibited uses that violate the AUP. You are prohibited from:

(a) Using the Internet Service to gain unauthorized access to any computer systems, software or data, breach the security of another computer; or attempt to circumvent the user authentication or security of any computer, host, network, website or account. This includes the use or distribution of tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or programs, or Trojan Horse programs. Unauthorized port scanning for any reason is strictly prohibited.

(b) Using the Internet Service to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

(c) Using the Internet Service which results in the interference with access to the Internet by other parties or disrupt the network used by Northland.

(d) Using the Internet Service to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.

- (e) Using the Internet Service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- (f) Using the Internet Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- (g) Using the Internet Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes" and "chain letters."
- (h) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- (i) Using the Internet Service to transmit any unsolicited commercial email or unsolicited bulk email, or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.
- (j) Using the Internet Service to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Northland or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in harm.
- (k) Using the Internet Service to transmit any material (by email, downloading, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software. The above prohibition includes, but is not limited to, copying, distributing or sublicensing any software provided in connection with the Internet Service by Northland or any third party, except that you may make one (1) copy of each software program provided by Northland for back-up purposes only.
- (l) Using the Internet Service to illegally collect, or attempt to illegally collect, personal information about third parties without their knowledge or consent.
- (m) Using the Internet Service which results in the harm to minors in any way.
- (n) Reselling the Internet Service or otherwise making it available to anyone outside of your Home, either through networking, Wi-Fi, WiMAX or any other method, in whole or in part, directly or indirectly, whether on a bundled or unbundled basis. This Internet Service is for your personal use only.
- (o) Connecting multiple computers behind the cable modem to set up a LAN; provided, however, residential package subscribers may create a LAN behind the modem that connects no more than five (5) personal computers that you own, that are each located in your Home, and where the Internet Service is used principally by a resident of your Home. Northland reserves the right to further restrict or limit users in the event Northland determines in its sole and absolute discretion that such Internet usage is excessive.
- (p) Sending numerous copies of the same or substantially similar message, empty messages or messages which contain no substantive content, or sending very large message or files to a recipient that disrupts an Internet service or equipment such as, server, account, newsgroup or chat service.
- (q) Running programs, equipment or services from the premises that provide network content or any other services to anyone outside of your authorized premises LAN. Examples include, but are not limited to, email hosting, Web hosting, file sharing and proxy services.
- (r) Participating in the collection of email addresses, screen names or other identities of others, a practice sometimes known as "spidering" or "harvesting," or participating in the use of software designed to facilitate this activity.
- (s) Engaging in any deceptive act through the Internet Service such as impersonating any person or entity, engaging in sender address falsification and forging any identity or signature.
- (t) Altering, tampering or modifying any Equipment or Internet Service or permitting any other person to do so.
- (u) Connecting any Equipment to any computer outside your Home.
- (v) Violating any rules, regulations or policies applicable to any network, server, computer, database or website that you access.
- (w) Using the Internet Service in any way that places an excessive burden on Northland's network or infrastructure, including bandwidth, data storage or other network limitations.

Examples include file sharing, peer to peer activities, streaming media or use of the Internet Service through multiple computers.

3. **Your Responsibilities.** You are responsible for any misuse of the Internet Service, even if the misuse was committed by a friend, family member or guest with access to your Internet Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Internet Service by, for example, strictly maintaining the confidentiality of your Internet Service login and password or any login and password protections that may otherwise limit access to your computer. In all cases you are solely responsible for the security of any device you choose to connect to the Internet Service, including any data stored or shared on that device. Northland recommends against enabling file or printer sharing of any sort. Any files you choose to make available should be protected with an appropriate password and other protections.

4. **Personal Web Page and File Storage.** As part of the Internet Service, Northland may provide you with access to personal webpages and storage space (the "Personal Web"). You are solely responsible for any information that you or others publish or store on the Personal Web. You must ensure that the intended recipient of any content made available through the Personal Web is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Northland reserves the right, but disavows any obligation, to remove, block or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements and material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of the AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings and audio recordings. Northland may remove or block content contained on your Personal Web and terminate your Personal Web and/or your use of the Internet Service if we determine in our sole discretion that you have violated the terms of the AUP.

5. **Network, Bandwidth, Data Storage and Other Limitations.** In addition to your obligation to not place an excessive burden on the network as noted in Section 2(w) of the AUP, you must comply with all current bandwidth, data storage and other limitations on the Internet Service established by Northland and its suppliers. Further, you may only access and use the Internet Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Internet Service with a static IP address or use any protocol other than DHCP unless you are subject to an Internet Service plan that expressly permits otherwise.

You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web features) does not improperly restrict, inhibit or degrade any other user's use of the Internet Service, nor represent (in the sole judgment of Northland) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Northland's ability to deliver the Internet Service and monitor the Internet Service, backbone, network nodes and/or other network services.

6. **Violation of AUP.** Northland does not routinely monitor the activity of Internet Service accounts for violation of the AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Internet Service. Although Northland has no obligation to monitor the Internet Service and/or the network, Northland and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content from time to time to operate the Internet Service, to identify violations of the AUP and/or to protect the network, the Internet Service and Northland users.

Northland prefers to advise Users of inappropriate behavior and any necessary corrective action. Northland may contact Users by U.S. Mail, telephone, email or other forms of communication. You must promptly respond to any request by Northland for a response to such communication. In the event the Internet Service is used in a way that Northland or its suppliers, in their sole discretion, believe violates the AUP, Northland or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Internet Service. You agree that Northland, its affiliates, suppliers or agents will have no liability for any of these responsive actions. These actions are not Northland's exclusive remedies and Northland may take any other legal or technical action it deems appropriate.

Northland reserves the right to investigate suspected violations of the AUP, including the gathering of information from the User(s) involved and the complaining party, if any, and the examination of material on Northland's servers and network. During an investigation, Northland may suspend the account or accounts involved and/or remove or block material that potentially violates the AUP. You expressly authorize Northland and its suppliers to cooperate with (a) law enforcement authorities in the investigation of suspected legal violations, and (b) system administrators at other Internet service providers or other network or computing facilities in order to enforce the AUP. This cooperation may include Northland providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name and other account information. Upon termination of your account, Northland is authorized to delete any files, programs, data and email messages associated with your account.

The failure of Northland or its suppliers to enforce the AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of the AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NORTHLAND AND ITS PARENT COMPANY, SUBSIDIARIES AND SUPPLIERS AGAINST ALL CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RESULTING FROM YOUR ENGAGEMENT IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THE AUP OR RESULTING FROM YOUR VIOLATION OF THE AUP OR OF ANY OTHER POSTED NORTHLAND POLICY RELATED TO THE INTERNET SERVICE. YOUR INDEMNIFICATION WILL SURVIVE ANY TERMINATION OF THE SUBSCRIBER AGREEMENT.

7. **Revisions of the AUP by Northland.** Northland reserves the right to revise, amend or modify the AUP and other policies and procedures at any time and in any manner. Any revision, amendment or modification will be posted on Northland's website, which you agree to review periodically for additional or amended terms and policies. All revisions of the AUP are effective immediately upon posting to the [www.yournorthland.com](http://www.yournorthland.com) website. In the event of any conflict between any Subscriber Agreement and the AUP, the terms of the AUP will govern.

All Sections of the Customer Privacy Policy, as well as Sections A(1), A(3), A(4), A(5), A(8), A(18), A(30), A(31), A(32), A(33), A(34), B(5), B(6), B(7) and B(34) of these Terms and Conditions of Services, shall survive termination of the Subscriber Agreement.

