



High-Speed Internet

GoMoorhead.com Broadband Services

INTERNET ACCESS SUBSCRIPTION AGREEMENT TERMS OF USE (ACCEPTABLE USE POLICY)

March 14, 2008

Effective Date: April 15, 2008

GoMoorhead.com Broadband Services (“GoMoorhead.com”) is an Internet access service provided by Moorhead Public Service (“MPS”), subject to the terms and conditions of this GoMoorhead.com Internet Access Subscription Agreement Terms of Use (“Agreement”). This Agreement, the GoMoorhead.com Service Agreement, and GoMoorhead.com Privacy Policy constitute the entire agreement between you (hereinafter “you” or “your” or “Customer,” which includes any person using your account) and GoMoorhead.com.

GoMoorhead.com reserves the right to change this Agreement at any time by posting changes online on the GoMoorhead.com Web site at least 30 (thirty) days in advance of the effective date of any changes. You are responsible for regularly reviewing information posted online in the “GoMoorhead.com Pricing” area to obtain timely notice of such changes. Your continued use of GoMoorhead.com 30 days after changes are posted constitutes your acceptance and consent to this Agreement as modified by the posted changes.

This Agreement takes effect on the date on which you accept this Agreement and continues until your GoMoorhead.com subscription is terminated either by you or by GoMoorhead.com pursuant to the terms hereof. You remain obligated for all amounts then due GoMoorhead.com even after termination.

1. ESSENTIALS OF YOUR SUBSCRIPTION

- 1.1. You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use GoMoorhead.com in accordance with this Agreement. You may terminate your GoMoorhead.com subscription at any time, with or without cause, upon notice to GoMoorhead.com; provided that you are responsible for all charges, which have been incurred, prior to your termination. GoMoorhead.com may terminate or suspend your GoMoorhead.com subscription at any time, with or without cause, with or without notice. Your GoMoorhead.com subscription is personal to you. You agree not to assign, transfer, resell or sublicense your rights as a customer unless specifically allowed by this Agreement.
- 1.2. GoMoorhead.com will not allow you to have additional customer accounts associated with your account. You may allow other household members (including minors) to use your subscribed account by adding equipment (such as a router) to provide service to other computers within the household, provided that you agree to pay all charges that are incurred by yourself or others using your account. As between GoMoorhead.com and you, you are solely responsible for all usage of your account, including any violations of this Agreement. Your customer account

will be terminated for violations of this Agreement by yourself or others utilizing your account. You agree not to assign, transfer, resell, sublicense or otherwise distribute your right or access to your account outside of your household.

- 1.3. You acknowledge that some areas of the Internet may contain material that is unsuitable for minors, and you agree to supervise usage by minors whom you permit to use your GoMoorhead.com account. Parents may want to use a program capable of restricting access to unsuitable material on the Internet or other services that may be available.
- 1.4. You acknowledge and agree that the party being billed for your GoMoorhead.com subscription (that is, the party who is responsible for the credit card or other payment account associated with your account) has the right to terminate the customer account at any time, make changes to your customer account information and to request and receive usage information related to such accounts.
- 1.5. You agree to be bound by the terms of the GoMoorhead.com Service Agreement which may be amended from time to time.

2. GOMOORHEAD.COM USAGE

- 2.1. As a condition of your use of GoMoorhead.com, you warrant to GoMoorhead.com that you will not use GoMoorhead.com for any purpose that is unlawful or prohibited by these terms, conditions, and notices. Any unauthorized commercial use of GoMoorhead.com, or the resale of its services, is expressly prohibited. You agree to abide by all applicable local, state, national and international laws and regulations. You are solely responsible for all acts or omissions that occur under your account or password, including the content of these transmissions through GoMoorhead.com. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software or services obtained from or through GoMoorhead.com.
- 2.2. You agree not to do any of the following while being connected to GoMoorhead.com:
 - Use GoMoorhead.com or any of its related services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages to parties with whom you have no prior relationship (commercial or otherwise).
 - Send unsolicited e-mail or instant messages through third-party mail servers to relay your message or hide the origination of your message or any other message to others.
 - Use your e-mail accounts in the text of unsolicited e-mail messages or Web sites as an address to which customers, members, or other Internet users can respond.
 - Mass-post, cross-post, or post off-topic messages to any newsgroup or bulletin board service.
 - Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
 - Publish, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material or information.
 - Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
 - Create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message.
 - Transmit or upload any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
 - Transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy, or publicity or any other applicable law unless you own or control the right thereto and have the legal right to do so or have received all necessary consents.
 - Interfere with or disrupt networks connected to GoMoorhead.com or violate the regulations, policies, or procedures of such networks.

- Attempt to gain unauthorized access to GoMoorhead.com, other GoMoorhead.com accounts, or computer systems or networks connected to GoMoorhead.com through password mining, hacking, or by any other means.
 - Violate any applicable laws or regulations including, without limitation, laws regarding the transmission of technical data or software exported from the United States.
 - Interfere with another member's use and enjoyment of GoMoorhead.com or another individual's or entity's use and enjoyment of similar services.
 - View, intercept, or attempt to intercept e-mail or other private communications not intended for you.
 - Post messages to public message areas which violate any restriction in that areas charter policy.
- 2.3. Customer shall not allow unauthorized connections to GoMoorhead.com, unauthorized reselling of GoMoorhead.com, or the solicitation of GoMoorhead.com customers to become customers to other online service providers in competition with GoMoorhead.com, nor shall the customer make any unauthorized copies or duplications of any GoMoorhead.com material, advertising, forms, brochures, pamphlets and the like which is the property of GoMoorhead.com
- 2.4. 2.4. Any customer attempting to harm or cause damage to GoMoorhead.com equipment in any way will be billed for the repair and or replacement in its entirety to track the offending customer and repair damage, if any, that they may have caused.
- 2.5. Without limiting any of GoMoorhead.com's rights to terminate your GoMoorhead.com subscription as described elsewhere in this Agreement and the GoMoorhead.com Service Agreement, GoMoorhead.com may, without notice, terminate your GoMoorhead.com subscription for violation of any of the foregoing rules by any party utilizing your customer account.
- 2.6. GoMoorhead.com has no obligation to monitor anyone's use of GoMoorhead.com or retain the content of any user session. However, GoMoorhead.com reserves the right at all times and without notice to delete any content and to monitor, review, retain and/or disclose any content or other information in GoMoorhead.com's possession, however obtained, about or related to you, your use of GoMoorhead.com or otherwise as GoMoorhead.com deems necessary or useful to satisfy any applicable law, regulation, legal process, or governmental request.
- 2.7. When using GoMoorhead.com you are subject to all the rules specified by the services and Web sites you visit. This includes other GoMoorhead.com services and Web sites as well as services and Web sites operated by third parties. If another party reports that you have violated their rules, you agree that GoMoorhead.com may take appropriate action just as if you had violated this Agreement.
- 2.8. You must promptly notify GoMoorhead.com if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your GoMoorhead.com user name or password.
- 2.9. Questions regarding acceptable use or to report violations of this policy should be sent to abuse@gomoorhead.com.

3. CHARGES AND BILLING

For charges and billing, please refer to the terms and conditions contained in the GoMoorhead.com Service Agreement and the GoMoorhead.com Service Offerings.

4. OPERATION

- 4.1. GoMoorhead.com reserves complete and sole discretion with respect to the operation of GoMoorhead.com GoMoorhead.com may, among other things: (a) take any action (legal and/or technical) that GoMoorhead.com deems appropriate to prevent bulk e-mail from entering or leaving any GoMoorhead.com e-mail account; (b) delete e-mail if it has not been accessed by

you within a time established by GoMoorhead.com from time to time, in its sole discretion; (c) not process e-mail or instant messages due to space limitations; (d) make available to third parties information relating to GoMoorhead.com and its customers as allowed by federal, state, and local data privacy laws; (e) automatically log off any accounts that are inactive for an extended period of time, as determined by GoMoorhead.com; and, (f) withdraw, suspend, change, or discontinue any functionality or feature of GoMoorhead.com. The amount of e-mail message storage space per member may be limited; therefore some e-mail may not be processed due to space constraints. You agree that GoMoorhead.com is not responsible or liable for the loss, deletion or failure to store or accept messages or other information. The use of any software that would prohibit GoMoorhead.com's automatic log off system or part thereof from performing as intended is prohibited.

4.2. A GoMoorhead.com account shall not be used to run a server providing an information service over a customer's Internet connection such as an FTP or WWW server or similar server. Although a GoMoorhead.com account allows unlimited monthly access, to ensure the system is not abused and all customers have equal access, a connection may automatically be disconnected after two (2) hours of idle connection or twenty-four (24) consecutive hours of connectivity.

4.3. GoMoorhead.com is firmly committed to maintaining appropriate data privacy; our data gathering and dissemination are governed by state and federal laws, including the Minnesota Government Data Practices Act, Minnesota 2004 Statutes, Chapter 13 in addition to GoMoorhead's Privacy Policy.

4.4. The GoMoorhead.com network is designed for typical computer users who seek wireless connectivity to the Internet. Activity resulting in excessive or sustained bandwidth consumption may burden the network and affect transfer speeds of other customers. To ensure equal Internet access for all, customers may experience some temporary bandwidth limitations at the sole discretion of GoMoorhead.com. All Basic and Deluxe Service customers will receive standard speeds or higher. Customers who exceed threshold limits will experience temporary bandwidth limitations and receive restricted speeds for a period of at least one hour or until measure consumption drops below the threshold.

- Basic standard speed: 1 Mbps upload/download.
Basic threshold limit: Over a two (2) hour period, the customer should not exceed 420 Mb downstream or 420 Mb upstream.
Basic restricted speed: 100 Kbps upload/500 Kbps download.
- Deluxe standard speed: 1 Mbps upload/download.
Basic threshold limit: Over a two (2) hour period, the customer should not exceed 1,200 Mb downstream or 1,200 Mb upstream.
Basic restricted speed: 100 Kbps upload/500 Kbps download.

5. POSTING TO GOMOORHEAD.COM

5.1. GoMoorhead.com does not claim ownership of the materials you provide to GoMoorhead.com (including feedback and suggestions) or post, upload, input, or submit to any GoMoorhead.com Web site or its associated services (each a "Submission" and collectively called "Submissions"). However, by posting, uploading, inputting, providing, or submitting your Submission, you are granting GoMoorhead.com, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. GoMoorhead.com is under no obligation to post or use any Submission you may provide and GoMoorhead.com may remove any Submission at any time, in its sole discretion. By posting, uploading, inputting, providing, or submitting your

Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission, as described in this section including, without limitation, all the legal rights necessary for you to provide, post, upload, input, or submit the Submissions.

6. TECHNICAL SUPPORT

- 6.1. GoMoorhead.com offers free telephone and e-mail support to assist customers with the setup and configuration of GoMoorhead.com Internet accounts.
- 6.2. GoMoorhead.com offers onsite technical support to assist customers with the setup and configuration of GoMoorhead.com Internet accounts at a cost established by GoMoorhead.com
- 6.3. GoMoorhead.com telephone-based technical support is to be used when a customer requires assistance with problems involving the process establishing an Internet connection, as well as with problems concerning the sending and receiving of Internet e-mail. GoMoorhead.com telephone-based technical support is not to be used for other applications, including but not limited to, questions regarding writing or setting up WWW pages, nor for assistance on how to use any operating system (e.g. Windows, MacOS, or Unix).
- 6.4. GoMoorhead.com customers may also receive e-mail-based technical support from support@gomoorhead.com. E-mail messages are answered based on priority and most messages will be responded to by the next business day after receipt.
- 6.5. Support is not available by visiting GoMoorhead.com's administrative offices. GoMoorhead.com does not offer technical support for Internet connections to other Internet providers or customers, or any other problem not related to our GoMoorhead.com connection to the Internet. GoMoorhead.com technical support is unable to provide support for "alpha", "beta" or pre-release software. GoMoorhead.com technical support is only able to provide technical support for products or services sold directly by GoMoorhead.com
- 6.6. GoMoorhead.com is not responsible for the performance of services provided by organizations outside of GoMoorhead.com including the speed of Internet connections not owned or operated by GoMoorhead.com, or the operation or reliability of any Internet server or computer not owned or operated by GoMoorhead.com

7. LINKS TO THIRD PARTY SITES

The links included within GoMoorhead.com and/or its related Web sites may let you leave GoMoorhead.com and visit third party sites (linked sites). The linked sites are not under the control of GoMoorhead.com and GoMoorhead.com is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. GoMoorhead.com is not responsible for Web casting or any other form of transmission received from any linked site. GoMoorhead.com is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by GoMoorhead.com of the site or any association with their operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the linked sites. Any dealings with third parties (including advertisers) included within GoMoorhead.com or participation in promotions, including the purchase of, delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions are solely between you and the advertiser or other third party. GoMoorhead.com shall not be responsible or liable for any part of any such dealings or promotions.

8. DISCLAIMER/LIMITATION OF LIABILITY

You specifically agree that GoMoorhead.com shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through or using GoMoorhead.com You specifically agree that GoMoorhead.com is not responsible or liable for any act or omission of any third party including but

not limited to any threatening, defamatory, obscene, offensive, or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that GoMoorhead.com is not responsible for any content sent using and/or included in GoMoorhead.com by you or any third party. Your use of GoMoorhead.com, all GoMoorhead.com software, equipment or software provided by GoMoorhead.com or its designated service providers, and GoMoorhead.com services (including installation services) is at your own risk.

GoMoorhead.com, its resellers, distributors, service providers, and/or suppliers make no representations about the suitability, reliability, usability, availability, timeliness, and accuracy of GoMoorhead.com for any purpose. GoMoorhead.com its resellers, distributors, service providers and/or suppliers do not warrant that access to or use of GoMoorhead.com will be uninterrupted or error free, that customers will be able to access GoMoorhead.com at any time or in any geographic area, or that GoMoorhead.com, GoMoorhead.com software, services or related equipment will meet any particular criteria of performance or quality. GOMOORHEAD.COM, ITS RESELLERS, DISTRIBUTORS, SERVICE PROVIDERS AND/OR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO GOMOORHEAD.COM AND ALL RELATED SERVICES, SOFTWARE AND EQUIPMENT, INCLUDING WITHOUT LIMITATION, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, AND LACK OF NEGLIGENCE AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, TITLE, AND NON-INFRINGEMENT. In no event shall GoMoorhead.com, its resellers, distributors, service providers and/or suppliers be liable for any indirect, punitive, incidental, special, or consequential damages, or any damages whatsoever, including, without limitation, damages for loss of use, data, or profits, arising out of or in any way connected with the use or performance of GoMoorhead.com any GoMoorhead.com software, GoMoorhead.com services (including installation services), related equipment or related Web sites, with the delay or inability to use GoMoorhead.com, any GoMoorhead.com software, related equipment or related Web sites, the provision of or failure to provide services (including installation services), lost, damaged, or destroyed email or the failure to deliver any e-mail, or for any information, software, products, services and related graphics obtained through GoMoorhead.com, or otherwise arising out of the use of GoMoorhead.com, whether based on contract, tort, negligence, strict liability or otherwise, even if GoMoorhead.com or any of its suppliers has been advised of the possibility of damages. GoMoorhead.com's liability to you for breach of this agreement is limited to the amount actually paid by you to GoMoorhead.com for access to and use of GoMoorhead.com You hereby release GoMoorhead.com from any and all obligations, liabilities, and claims in excess of this limitation. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. IF YOU ARE DISSATISFIED WITH ANY PORTION OF GOMOORHEAD.COM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO NOT SIGN UP FOR A GOMOORHEAD.COM ACCOUNT OR TO TERMINATE YOUR GOMOORHEAD.COM ACCOUNT.

9. INDEMNIFICATION

You agree to indemnify and hold GoMoorhead.com, its parents, subsidiaries, customers, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on GoMoorhead.com GoMoorhead.com will notify you within a reasonable period of time of any claim for which GoMoorhead.com seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to GoMoorhead.com's interests, as reasonably determined by GoMoorhead.com GoMoorhead.com will select its legal counsel for defense of any claim.

10. NOTICES

Notices given by GoMoorhead.com to you may be given by e-mail via GoMoorhead.com, by a general posting on GoMoorhead.com, or by postal mail. Notices given by you to GoMoorhead.com must be given by e-mail via GoMoorhead.com and addressed as set forth in GoMoorhead.com's support area, or by postal mail. Notices to GoMoorhead.com by postal mail must be sent to GoMoorhead.com, 500 Center Avenue, P.O. Box 779, Moorhead, MN 56561-0779.

1. SPAM

GoMoorhead.com may immediately terminate any customer account that it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. GoMoorhead.com may, in its sole discretion pursue actual damages or if actual damages cannot be reasonably calculated in GoMoorhead.com's opinion, you agree to pay GoMoorhead.com liquidated damages of five dollars (U.S. \$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account. You agree that GoMoorhead.com may charge such damages to your Designated Account as specified by you for payment of GoMoorhead.com charges and that the amount of \$5.00 for each piece of spam or unsolicited bulk e-mail transmitted represents a reasonable estimate of damages.

11. GENERAL

Except where prohibited by applicable law, this Agreement is governed by the laws of the State of Minnesota, and you consent to the exclusive jurisdiction and venue of courts in Clay County, Minnesota for all disputes arising out of or relating to your use of GoMoorhead.com or your GoMoorhead.com subscription. Use of GoMoorhead.com is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions of this Agreement including, without limitation, this paragraph.

12. CHANGES AND AMENDMENTS

GoMoorhead.com reserves the right to change this Agreement at any time by posting changes online on the GoMoorhead.com Web site at least thirty (30) days in advance of the effective date of any changes. You are responsible for regularly reviewing information posted online to obtain timely notice of such changes. Your continued use of GoMoorhead.com thirty (30) days after changes are posted constitutes your acceptance and consent to this Agreement as modified by the posted changes.