



High-Speed Internet

GoMoorhead.com Broadband Services

PRIVACY POLICY

March 14, 2008

Effective Date: April 15, 2008

Your privacy is very important to us. We want to make your experience on the Internet as enjoyable and rewarding as possible, and we want you to use the Internet's vast array of information, tools, and opportunities with complete confidence.

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 Statutes, Chapter 13. The following discloses our data practices policy for this Web site: <http://www.gomoorhead.com/>

GoMoorhead.com has created this Privacy Policy to demonstrate our firm commitment to privacy and security. This Privacy Policy describes how GoMoorhead.com collects information from users of GoMoorhead.com services (the "Services"), how we use the information we collect and the choices you have concerning the collection and use of such information. Please read this Privacy Policy carefully.

For security purposes and to ensure that the Web site remains available to all users, we intend to use software to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. We do not guarantee we will be able to successfully accomplish this. We will have no liability to you if we are not successful in accomplishing this and you incur any damage as a result. You will want to take such precautions as you deem appropriate to protect the security of your computer system and any information you place on the Web.

GoMoorhead.com reserves the right to change this Policy 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.

1. ONLINE FORMS

On our feedback, contact form, and registration form we ask for contact information such as name and e-mail address so that we may respond to your questions or comments if necessary. The information that you provide may be classified as private by law. You are not legally required to provide this information, but if you do not supply this

information on a contact or feedback form, we will be unable to contact you. Contact information missing from a registration form may mean that your registration will be incomplete and may not be able to be processed. The information you provide will be available to GoMoorhead.com staff to allow them to perform their work-related duties.

2. **SERVER LOGS**

We store only the following information:

- the IP address from which you access the Internet
- the date and time you access the Internet
- the browser you use to access the Internet
- e-mail server send and receive logs

3. **COLLECTION AND USE OF INFORMATION**

GoMoorhead.com customers are asked to provide certain information when they sign up for our Services such as name, address, telephone number, billing information (such as a credit card number), and the type of personal computer being used to access the Services. The personal information collected from customers during the registration process is used to manage each Customer's account (such as billing and collections).

In order to better understand our customers, GoMoorhead.com collects consumer data such as ZIP code, demographics and other publicly available information from third parties. GoMoorhead.com uses this data to provide product and service offers. We use data in aggregate to develop products and offers to better serve our customers.

GoMoorhead.com may share personal information with select affiliates in order to provide GoMoorhead.com services to our customers. GoMoorhead.com does not share identifying information (like name and address) with affiliates for their use in delivering product and service offers to customers. Affiliates will not be allowed to use any information provided in serving our customers to be sold, rented, or given to any other company. Affiliates are not allowed to use GoMoorhead.com data for any other purpose other than GoMoorhead.com-approved programs designed to better serve GoMoorhead.com customers.

In instances where GoMoorhead.com and an affiliate jointly promote the Services, GoMoorhead.com may provide the affiliate certain personal information, as a result of the joint promotion. In this instance, the information may not be used by the affiliate for any other purpose. GoMoorhead.com may also generate aggregate profiles from information provided during registration (such as the total number, but not the names, of customers). We may use this aggregated and non-identifying information to sell advertisements that appear on the Services.

We use registration information to contact you in a variety of ways. We may send you offers through e-mail, phone or regular mail of GoMoorhead.com products and services or offers. Customers will receive administrative e-mails from GoMoorhead.com

4. **ONLINE SHOPPING**

At some Web sites, you can purchase products and services or register to receive materials, such as a catalog or new product and service updates. In many cases, you may be asked to provide contact information, such as your name, address, e-mail address, phone number, and credit/debit card information. If you complete an order for someone else, such as an online gift order sent directly to a recipient, you may be asked

to provide information about the recipient, such as the recipient's name, address, and phone number. GoMoorhead.com has no control over third-party Web sites and their use of any personal information you provide when placing such an order. Please exercise care when doing so.

5. PUBLIC FORUMS

Any information that you disclose in public areas on the Internet may become public information. You should exercise caution when deciding to disclose personal information in these areas.

6. GOMOORHEAD.COM'S COMMITMENT TO DATA SECURITY

GoMoorhead.com has security measures in place to protect the loss, misuse, and alteration of the information under our control. While we make every effort to ensure the integrity and security of our network and systems, we cannot and do not guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information. We will ever sell your information to a third party.

7. COOKIES

Cookies are small files stored on a computer's hard drive to simplify and improve a user's Web experience. A Web site may store information in a cookie about your computer configuration so that it can more efficiently provide information to you the next time you visit the site. Or, your browser program might save a cookie with a reference key linking to your username and password on a remote server so that a Web site's server will automatically recognize you the next time you access the site. GoMoorhead.com uses cookies to remember your username and password, if you choose to store them, from the home page of the Service at www.gomoorhead.com as well as to remember some of your personalization preferences. GoMoorhead.com also uses cookies to determine when your current session on the Service's Web site should be logged out after a period of no activity, as well as for efficient management of the servers providing our Web site. In addition, GoMoorhead.com uses cookies to determine whether you are accessing the Web site at www.gomoorhead.com or features of the Service from our Service or another Internet service provider. We do this in order to authenticate access to certain features of the Service, and to enable certain communications between Service subscribers. Aside from this reference by the cookie, GoMoorhead.com does not store your name or other personal information in cookies. This Policy covers the use of cookies by GoMoorhead.com under the gomoorhead.com domain; it does not cover the use of cookies by any other party or Web site unless stated otherwise.

8. OTHER WEB SITES

GoMoorhead.com is not responsible for the privacy or integrity of any data or personal information that you submit on another Web site that may be accessed through a link from our site.

9. HOW TO CONTACT GOMOORHEAD.COM

Requests for data collected on this Web site will be dealt with in accordance with Minnesota Statutes, Chapter 13 and other applicable laws. If you have any questions about this privacy statement, this Web site's data practices, or your dealings with this site, contact:

Guy Thoreson
e-mail: gthoreson@mpsutility.com
phone: 218.299.5405
Moorhead Public Service
500 Center Avenue
Second Floor, City Hall
P.O. Box 779
Moorhead, MN 56560

10. **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 overseas or not sent overseas or any transactions entered into through or using GoMoorhead.com. 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, including protection of privacy. 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 and in any geographic area; or that GoMoorhead.com, GoMoorhead.com software, services, or related equipment meet any particular criteria of performance, quality, or privacy protection. GOMOORHEAD.COM, IT RESERLLERS, 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 OR FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, OF SECURITY OF INFORMATION, OF 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 or breach of privacy or security 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 security services, privacy protection services, and/or installation services, loss, damage, or destroyed e-mail, 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 limitations may not apply to you. IF YOU ARE DISSATISFIED WITH ANY

PORTION OF GOMOOHEAD! OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO NOT SIGN UP FOR A GOMOORHEAD.COM ACCOUNT OR TO TERMINATE YOUR GOMOORHEAD.COM ACCOUNT.

11. CHANGES AND AMENDMENTS

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