

Northland Communications

Acceptable Use Policy

Revision 05.29.24



1. Introduction

This Acceptable Use Policy ("AUP"), along with the Terms and Conditions ("T&Cs") governing the use of all services ("Services") by Northland Communications' customers and users ("Customers"), specifies use restrictions applicable to users of the Services. Northland Communications ("Northland") retains the right to modify the AUP at any time, with or without any notification, and any such modification shall be automatically effective as to all customers when adopted by Northland. In the event of a conflict between the terms of any agreement entered into by Customer and Northland and this AUP, the terms of this AUP will govern.

BY USING THE SERVICES, YOU AGREE TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICES TO ABIDE BY, THE TERMS OF THIS AUP AND ANY ASSOCIATED T&C. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF ALL SERVICES. CONTINUED USE OF THE SERVICES WILL BE DEEMED ACKNOWLEDGMENT AND ACCEPTANCE OF THIS AUP.

2. Non-Monitoring Notice

Corporate Disclaimer: Customers and users should be aware that Northland does not exercise any editorial control over, set standards for, or monitor the contents of any message which appears on, or is accessed through any Services, the "Internet", any electronic bulletin board or "web site", or any electronic information service. Responsibility for accuracy, suitability, and standards of all such messages rests solely with the originators and recipients of such messages.

3. Use

Customer is responsible for any misuse of the Services that occurs through Customer's account, whether by Customer, an employee of the Customer's business, if applicable, or an authorized or unauthorized third-party. Customer is responsible for any and all e-mail addresses associated with Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Services. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Services, including any data stored or shared on that device and (ii) any access point of the Services. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Services, including, but not limited to, wireless technology, except as expressly provided in any contract for service. Northland reserves the right to disconnect or reclassify the Services or to immediately suspend or terminate the Service for failure to comply with any portion of this AUP, without prior notice.

4. Compliance with Law

Customer shall not post, transmit, re-transmit or store material on any products, hardware, software, or configuration provided by Northland ("Products") or through any Services which, in the sole judgment of Northland (i) is in violation of any local, state, federal or non-United States law or regulation, (ii) is threatening, obscene, indecent, defamatory or otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by

copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Customer. Use of the Services to impersonate a person or entity is not permitted. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

4.1. Transmission or Dissemination of Child Pornography

Northland’s network may not be used by Customers or any users in any fashion for the transmission or dissemination of images containing child pornography. Northland receives all complaints, including complaints that may concern child pornography through the following email addresses: abuse@northland.net or abuse-cp@northland.net.

5. Prohibited Use of Services and Products

Any activity or use of the Services which violates system or network security or integrity is prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

5.1. General

5.1.1. Resale of Services and Products, without the prior consent of Northland.

5.1.2. Deceptive online marketing practices.

5.1.3. Violations of the rights of any Person protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations, including, but not limited to, the installation or distribution of “pirated” or other software products that are not appropriately licensed for use by Customer.

5.1.4. Modifying or tampering with any Products including but not limited to: routers, switches, access points, wireless gateways, security devices and cable modem configuration files.

5.1.5. Actions that restrict or inhibit any Person, whether a customer of Northland or otherwise, in its use or enjoyment of any of Northland’s Services or Products.

5.2. Email

5.2.1. Sending unsolicited bulk or commercial messages (“spam”). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it.

5.2.2. Collecting responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.

5.2.3. Sending Unsolicited Commercial Email from Northland or from another provider to advertise any service that is hosted by Northland or connected via Northland.

5.2.4. Creating or forwarding “chain letters” or other “pyramid schemes” of any type.

5.2.5. Harassment, whether through language, frequency of messages, or size of messages.

5.2.6. Collecting replies to messages sent from another Internet service provider if those messages violate this AUP or the acceptable use policy of the other service provider.

5.2.7. Intentionally distributing computer viruses, worms or any computer program or message with the intent of causing harm to the recipient's computer system or network.

5.2.8. Deceptively forging Email headers or providing false information to deceive the recipient or redirect replies to a non-existent Email address.

5.2.9. Using the Email system of a third party without authorization with the intent to send unsolicited mass Email or to cause harm to third party systems.

5.3. System and Network

5.3.1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

5.3.2. Performing any action that disrupts Internet access for another user or interferes with Internet communications, including, but not limited to, port scanning, ping flooding, nuking, packet spoofing or any denial of service method.

5.3.3. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

5.3.4. Attempting to forge any TCP-IP packet header with malicious intent.

6. Enforcement

Northland reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other Users involved and the complaining party, if any, and the examination of material on Northland's servers and network. If Northland, in its sole discretion, determines that a Customer has violated the AUP, Northland may take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: (a) temporary suspension of service, (b) service restrictions, (c) termination of service, and (d) passing through fines received by Northland from other entities associated with the violation. Northland is not liable for any such responsive action and these actions are not exclusive. Northland may take any other legal or technical action it deems appropriate. Without limiting the foregoing, Northland has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the disclosure of the identity or other information of anyone who accesses or uses the Services.

YOU WAIVE AND HOLD HARMLESS NORTHLAND FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY NORTHLAND OR ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER NORTHLAND OR LAW ENFORCEMENT AUTHORITIES.

7. No Waiver

The failure by Northland or its affiliates to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

NORTHLAND RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUSPEND, TERMINATE, OR RESTRICT USE OF ANY SERVICES WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP, INFRINGES UPON NORTHLAND OR A THIRD PARTY'S RIGHTS, IS UNLAWFUL, INTERFERES WITH NORTHLAND SYSTEMS OR NETWORK OR THE INTERNET CONNECTIVITY OR OTHERS' USE OF THE SERVICES.