

Polar Communications Internet Services Terms & Conditions

RESALE PROHIBITION. A customer cannot resell, give away, furnish connections to other entities, or otherwise redistribute to third parties the circuit(s) or service(s) furnished by Polar under this Contract

INITIAL TERM. Customer agrees to maintain the Service for a one-year period from the activation date .If Customer cancels service during the Initial Term, Customer will be charged for the remainder of the initial term

SERVICE LIMITATIONS. Nonrecurring Service Order and Installation Charges do not include any premise wiring or Network Interface Card (NIC Card) installation.

The Router Box is a four-port router with some firewall protection. If the Customer elects the Purchase Option, the Customer is responsible for maintenance of the Router Box. If the Customer elects the Lease Option, Polar will provide maintenance pertaining to electronic failure of the Router Box, but not programming costs.

The monthly Service Rate includes payment for the circuit, central office termination, Internet service and at least two (2) e-mail boxes. The monthly Service Rate does not include the Network Interface Card for the Customer's personal computer.

Polar shall use reasonable commercial efforts to provide technical support for the Service. Customer understands that Polar is not responsible for potential interference from sources beyond the Network Interface Device (NID), such as defective internal wiring, alarm systems, radios, rheostats, phones, or other devices. Customer also understands that Polar may, from time to time, need to interrupt its provision of Service for maintenance and other operational reasons, and that Customer shall not receive any compensation for such interruptions.

The Speed of Circuit ordered by Customer pertains only to the high-speed circuit provided by Polar. Polar cannot produce or guarantee effective throughput beyond its circuit, including, for example, data speeds on an Internet Service Provider's server or on the Customer's inside wiring, personal computer, or Local Area Network server.

Under normal conditions, DSL circuits provide feasible service up to 18,000 cable feet from network offices where 22-gauge cable is available, and up to 12,000 cable feet from network offices where 24-gauge cable is available. If Customer is using a DSL circuit, it understands that longer line lengths may degrade service quality.

SUBSEQUENT TERMS. At the end of the Initial Term, this Contract will continue automatically, on a month-to-month basis, unless and until either Party gives at least thirty (30) days advance written notice that it will terminate the Contract.

During any subsequent term, Polar may give thirty (30) days advance written notice that it will increase one or more of the rates applicable to Customer. In such case, Customer may terminate service by giving written notice to Polar at least ten (10) days prior to the effective date of the rate increase. If Customer does not respond and uses the Service after the effective date of the rate increase, Customer will be deemed to have consented to the rate increase.

SECURITY CONSIDERATIONS. Customer acknowledges that Polar has recommended the use of a firewall as a minimum step to protect Customer's data from being wrongfully or inadvertently accessed by unauthorized entities. Customer understands that people anywhere in the world may use the Internet to access, observe, copy or change data on any computer attached to the Internet, and that a properly installed and used firewall is currently the best available protection against wrongful or inadvertent accessing of information on Customer's computers.

POLAR DOES NOT CONTROL THE INTERNET OR THOSE WHO ACCESS IT, AND MAKES NO WARRANTIES WHATEVER THAT IT CAN CONTROL, LIMIT OR PREVENT WRONGFUL OR INADVERTENT ACCESS BY THIRD PARTIES (INCLUDING OTHER CUSTOMERS OF POLAR) OF INFORMATION ON CUSTOMER'S COMPUTERS.

Customer is aware of the security risks of its connection to the Internet, and agrees to bring no action against Polar and to hold Polar harmless with respect to any and all claims, obligations, liabilities, litigation, costs, damages, forfeitures, fees or expenses (including attorneys fees) arising out of or relating to wrongful or inadvertent access of data on Customer's computers by third parties via the circuits and services provided by Polar.

Customer warrants that it will not wrongfully access, crack passwords or security encryption codes, observe, copy, use or change any data on the computers of third parties, including those of other Polar customers. In the event of Customer's breach of this duty, Customer agrees to indemnify Polar, its officers, directors, owners, employees, agents and other customers, and hold them harmless, from any and all claims, obligations, liabilities, litigation, costs, damages, forfeitures, fees or expenses (including attorneys fees) arising directly or indirectly out of such wrongful activity. Customer agrees that Polar may terminate this Contract if Customer breaches this warranty, whether or not such breach results in civil actions or criminal charges against Customer.

COMPLIANCE WITH LAW. Customer warrants that it will not use the circuit(s) and service(s) furnished by Polar in a manner that violates any statute, ordinance, regulation, court order or other applicable legal requirement of any federal, state, local or international agency having jurisdiction over Customer or Polar, including (but not limited to) legal requirements pertaining to terrorism, fraud, libel, slander, obscenity, indecency, harassment, hate crimes, protection of children, copyright, trademarks, patents, spamming and/or privacy. Customer agrees that Polar may be required to suspend or terminate Customer's service, and/or to provide information to law enforcement agencies, in order to comply with legal requirements regarding the investigation, limitation and/or termination of alleged or adjudged unlawful activities.

COMPLIANCE WITH ACCEPTABLE USE POLICY. Customer warrants that it will not use the circuits and services furnished by Polar to do anything that violates the Acceptable Use Policy of Polar in effect at the time. Customer acknowledges and agrees that Polar has currently adopted, and that Polar may modify or revise without prior notice, an Acceptable Use Policy that deals with matters including (but not limited to) illegal uses; transmission of threatening, obscene, or harassing materials;

interference with or disruption of network users, services or equipment; distribution of unsolicited advertising; transmission of unsolicited bulk e-mail; propagation of computer worms and viruses; and unauthorized entry into other machines accessible via the network. Customer acknowledges receipt of a copy of Polar's Acceptable Use Policy as of the date of this Contract, and is aware that the Acceptable Use Policy (including future modified or revised versions thereof) will be available on Polar's web site and at its main office in Park River, North Dakota. Customer acknowledges and agrees that its service may be suspended or terminated by Polar for violation of the Acceptable Use Policy.

INDEMNIFICATION. Customer shall indemnify Polar, its officers, directors, owners, employees, agents and other customers, and hold them harmless, from and against any and all claims, obligations, liabilities, litigation, costs, damages, forfeitures, fees or expenses (including attorneys' fees) arising from or related in any way to (a) any claim related to a violation or alleged violation by Customer of any statute, ordinance, regulation, court order or other applicable legal requirement of any federal, state, local or international agency having jurisdiction over Customer or Polar; and/or (b) any claim relating to a violation by Customer of Polar's Acceptable Use Policy.

LACK OF CONTROL OVER INTERNET. Neither Polar nor any of its affiliates controls any information, products, or services on the Internet in any way, and therefore Polar accepts no responsibility for the content or accuracy of any of the information passing through Polar's network, including the circuit(s) and Service provided to Customer. Use by Customer of any information, products or services obtained via the Internet through Polar's network is at Customer's own risk.

Customer is 18 years of age or older, and understands that certain materials available on the Internet may not be suitable for individuals under the age of 18. Customer accepts full and entire responsibility for monitoring and limiting access to the Internet via the Service by individuals under the age of 18.

Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to Customer. Customer shall access such materials at Customer's own risk.

PAYMENT OF RATES AND CHARGES. Payment of the initial Service Order and Installation charges of Customer is due at the time of execution of this Contract. Payment of any subsequent or Service Order or Installation charges is due at the time the service order is placed.

Payment of the one-time purchase price for the Router Box is due at the time of delivery of the Router Box. Payment of the monthly rental charge for each Router Box is due at the beginning of each month during which the Router Box is to be used.

Payment of the monthly Service Charge is due at the beginning of each month of service.

Payments are overdue if not received by Polar within ten (10) days of their due date. At any time after a payment becomes overdue, Polar may give Customer written notice that Customer's service will be suspended or terminated within seven (7) days after the notice was mailed if Polar does not receive payment by that time.

In the event that Customer is declared insolvent, or files a voluntary petition for bankruptcy or protection from Customer's creditors, or is the subject of an involuntary petition for bankruptcy, Polar may suspend or terminate Customer's service.

CONFIDENTIALITY. All terms of this agreement are confidential and shall not be disclosed by the Parties hereto nor by their agents or employees except as is necessary in the ordinary course of business solely for the implementation of this Contract or where required by law.

ASSIGNMENT. Neither this Contract nor any rights or obligations thereunder may be assigned or otherwise transferred by Customer to another Party without Polar's prior written consent.

NOTICES. Unless otherwise specifically provided, all notices given under this Contract shall be made in writing directly to Polar Communications located at 110 4th Street East, Park River, ND 58270.

REGISTERED NAME. Customer warrants that any name which Customer may have requested Polar to register, or the name that Customer has registered, with the Internet Network Information Center does not and will not infringe or conflict with any trademark, trade name, service mark or any proprietary right of any third party.

DISCLAIMER OF WARRANTIES. POLAR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATING TO THE SERVICE INCLUDING, WITHOUT LIMITATION, ITS ACCURACY, RELIABILITY, COMPREHENSIVENESS, COMMERCIAL VALUE, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE.

LIMITATION OF LIABILITY. POLAR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, AND ITS MAXIMUM LIABILITY FOR ANY AND ALL PURPOSES SHALL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED BY IT UNDER THIS CONTRACT. This limitation of liability applies to any damages or injury caused directly or indirectly by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to or alteration of data, and applies to actions for breach of contract, tortious behavior, negligence, or under any other cause of action.

FORCE MAJEURE. Polar shall be excused from failures or delays in furnishing circuits, equipment or services hereunder to the extent that such failure or delay arises in whole or in part from any cause reasonably beyond its control.

GOVERNING LAW. This Contract is governed by the laws of North Dakota.

SOLE AGREEMENT. This Contract contains the entire understanding between the parties.

WAIVER. The failure of either Party to exercise any right provided for herein shall not be deemed a waiver of such right or any other right herein.