



## **POLAR COMMUNICATIONS ACCEPTABLE USE POLICY**

### **1. INTRODUCTION**

Polar's Acceptable Use Policy ("AUP") is intended to help enhance the use and enjoyment of the Internet by all users, as well as the use and enjoyment of Polar's Internet access services (the "Services"). It applies to, and must be complied with by, all users of Polar's Services, including non-subscribers (e.g., relatives, friends, guests, employees, independent contractors, agents, customers, visitors and others who access the Internet via a subscriber's account, address, circuit, line, terminal or service) as well as subscribers (who are responsible for use of their account, address, circuit, line, terminal or service by non-subscribers).

Under normal circumstances, Polar does not actively monitor the use of its Services. Likewise, Polar does not exercise editorial control over the content of web sites (other than certain proprietary web sites), email transmissions, news groups, or other materials created or accessible over or through its Services. However, Polar will investigate, or cooperate with investigations by legal authorities and other authorized entities of, instances or patterns of reasonably suspected unlawful or unacceptable use that come to its attention or that are brought to its attention by third parties.

Violation of this AUP may result in: (a) the suspension or termination of a subscriber's service or account; (b) the imposition of additional administrative and/or reactivation charges; and/or (c) the institution of legal actions to enjoin violations and/or collect damages.

Polar reserves the right to revise, amend or modify this AUP at any time and in any manner. Polar will label each changed AUP with a new adoption date and will include a copy of the current AUP on its web site.

### **2. NON-ACCEPTABLE USES**

The following uses of Polar's Services are not acceptable, and constitute violations of the AUP:

#### **a. Illegal Acts and Uses**

The Services may not be used to transmit any material (by email, uploading, posting, or otherwise) or engage in any other conduct that violates (intentionally or unintentionally) any applicable federal, state, local or international statute, court order, regulation or other legal requirement. These illegal acts and uses include (but are not limited to) conduct that violates legal requirements pertaining to terrorism, fraud, libel, slander, child pornography, obscenity, indecency, harassment, stalking, hate crimes, child endangerment, copyright, trademarks,



patents, false advertising, spam, prohibited imports and exports, registration or sale of securities, and/or privacy.

**b. Harm to Minors**

The Services may not be used to harm, or attempt to harm, minors in any way. In addition to illegal acts, the prohibited uses include (but are not limited to): (i) attempts by adults to lure minors (or individuals who should reasonably have been suspected to be minors) into inappropriate meetings, activities or relationships; (ii) posing by adults as minors in order to gain inappropriate access to chat groups and other sites and activities frequented by minors; (iii) disclosure of personally identifying information belonging to children under 18 years of age; and (iv) rendering of assistance by adults to help minors gain access to inappropriate materials.

**c. Threats**

The Services may not be used to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages harm to individuals or property. In addition to illegal acts, the prohibited uses include (but are not limited to) statements and behavior in the guise of discussions, pranks, jokes and stories that are reasonably deemed to be intended as threats, or that may be interpreted as threats by reasonable people.

**d. Harassment**

The Services may not be used to transmit any material (by email, uploading, posting or otherwise) that harasses, victimizes, degrades or intimidates another person or group. In addition to illegal acts, the prohibited uses include (but are not limited to): (i) the sending of repetitious, unwanted emails to a person or entity; (ii) the transmission of material intended to intimidate or degrade individuals or groups on the basis of race, ethnicity, religion, gender, age, disability or sexual orientation; and (iii) the planning, solicitation, encouragement or participation in denial of service attacks and similar campaigns intended to flood web sites, email accounts and other destinations with large numbers of uninvited hits or messages.

**e. Fraudulent Activity**

The Services may not be used for fraudulent purposes or activities. The prohibited uses include (but are not limited to): (i) the making of fraudulent offers to sell or buy products, items or services; (ii) the furnishing of dishonest or deliberately misleading item descriptions, bids or payment/delivery promises in online auctions; and (iii) the advancing of pyramid schemes, Ponzi schemes, chain letters, "make-money-fast" schemes and other financial scams.

**f. Forgery or Impersonation**

The Services may not be used falsely to impersonate others, or to deceive or mislead the recipients of transmissions by forging, removing or modifying



identifying network header information. The prohibited uses do NOT include the use of anonymous remailers or nicknames where such uses are not intended or perceived to be attempts to impersonate others. The prohibited uses also do NOT include the use of deliberately misleading headers in news postings where such uses are intended to avoid spam email address collectors.

**g. Spamming**

The Services may not be used to transmit any unsolicited commercial email or any unsolicited bulk email, or to engage in any other activities that have the effect of facilitating unsolicited commercial or bulk email, whether or not such activities are themselves commercial in nature.

**h. Propagation of Viruses and Worms**

The Services may not be used to create, propagate, or deliberately transmit computer worms, viruses, Trojan horses, time bombs, trap doors, or other harmful code or programs that are designed or intended, in whole or part, to disrupt, corrupt, damage, destroy or limit the computer hardware or software, databases, or communications systems of other entities, whether or not such programs actually result in any losses of data or communications.

**i. Copyright or Trademark Infringement**

The Services may not be used to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, right of publicity or other proprietary rights of any third party. The prohibited uses include (but are not limited to): (i) the unauthorized copying of copyrighted material; (ii) the digitization and distribution of photographs from copyrighted sources; (iii) the unauthorized transmittal of copyrighted software; and (iv) the unauthorized sharing and /or copying of copyrighted music and movies.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Service Provider's Designated Agent:

Tony Hensel, Internet Supervisor  
110 4th Street East  
Park River, ND 58270

Via email: [copyright@polarcomm.com](mailto:copyright@polarcomm.com)

**j. Collection of Personal Data**

The Services may not be used to collect or harvest, or attempt to collect or harvest, personal information about third parties without their knowledge or consent.



**k. Overly Long Connections**

The Services may not be used on a standby or inactive basis in order to maintain a connection. Polar reserves the right to terminate a user's connection following any period of inactivity that Polar, in its sole discretion, determines to be overly long.

**l. Excessive Traffic**

The Services may not be used to transmit excessive amounts of traffic, as determined by Polar. Prohibited uses include (but are not limited to): (i) use of residential accounts for high-volume or commercial purposes; and (ii) installation of "auto-responders," "cancel-bots" or similar automated or manual routines that generate excessive amounts of traffic.

**m. Unauthorized Access**

The Services may not be used to access, or to attempt to access, the accounts of others, or to penetrate or attempt to penetrate security measures of another entity's computer hardware or software, databases, or communications system, whether or not the invasion results in the corruption or loss of data or communications.

**n. Network Disruptions**

The Services may not be used for any activity that adversely affects the ability of other entities to use the Services or the Internet. Prohibited activities include (but are not limited to): (i) participation in or facilitation of denial of service attacks against networks, web sites and/or individuals; (ii) actions, omissions or configurations that allow third parties to access and use the network or computers of a user in an illegal or inappropriate manner; and (iii) interception, interference with, or redirection of E-mail intended for third parties using the Services.

### **3. VIOLATIONS AND REPORTING OF VIOLATIONS**

As indicated above, violation of this AUP may result in: (a) the suspension or termination of a subscriber's service or account; (b) the imposition of additional administrative and/or reactivation charges; and/or (c) the institution of legal actions to enjoin violations and/or collect damages.

Anyone who believes that there is a violation of this AUP may report the matter to Polar by mail, email or telephone.

By email: [internet@polartel.com](mailto:internet@polartel.com)  
By mail: Network Operations Supervisor  
110 Fourth Street East PO Box 270  
Park River, ND 58270  
By phone: Network Operations Supervisor 701-284-7221