

Arrowhead Cooperative Acceptable Use Policy

Arrowhead Cooperative has adopted this Acceptable Use Policy to encourage the use of its network and services by its customers and users in a legal and responsible manner that does not interfere with, degrade or disrupt Arrowhead Cooperative's network, the Internet, or use by other customers or users. All customers of Arrowhead Cooperative Internet Service and their users are bound by this Acceptable Use Policy. By using Arrowhead Cooperative's network and/or Services, Customers and their users consent to be bound by this Acceptable Use Policy. Arrowhead Cooperative may update this Acceptable Use Policy from time to time. Please consult this site periodically for the most recent revision of the Acceptable Use Policy. Any changes will be effective when posted.

Customer Responsibilities

Arrowhead Cooperative's account holder (the Customer) is responsible for the actions of all users of the Customer's account. The Customer is responsible for maintaining the security of its system, such as implementing necessary patches and operating updates, and securing its mail servers/FTP servers against unauthorized use, in order to prevent use of the Services or Arrowhead Cooperative's network in a way that violates this Acceptable Use Policy. Arrowhead Cooperative takes no responsibility for any content created or accessible on or through the Services on Arrowhead Cooperative's network. Arrowhead Cooperative is not obligated to monitor any content but reserves the right to do so. All data stored or transmitted must be legal under all applicable U.S. laws. The Customer is solely responsible for determining the legality of all data which is stored or transmitted on its account. Each Business Customer must:

- maintain and enforce on its user clients an acceptable use policy similar in scope and intent to this Acceptable Use Policy.
- maintain a policy requiring proper "From" and/or "Reply-To" headers for email and usenet postings.
- maintain proper security on its mail server, to prevent the mail server from being used as a "spam amplifier" by third parties. Servers must restrict "email relaying." (Not applicable to customers who do not maintain a mail server.)

Prohibited Actions

Arrowhead Cooperative's network and the Services are to be used only for lawful purposes. Arrowhead Cooperative prohibits the use of its network and Services in any way that is unlawful; interferes with the use of its network or the Internet; creates a security risk; infringes intellectual property rights; or constitutes Spam or E-mail abuse.

Unlawful Use

No Customer or its users shall use the Services or Arrowhead Cooperative's network in connection with any activity that constitutes a criminal or civil violation of applicable local, state, federal, national or international law, regulation, ordinance or rule. All illegal activity is prohibited, and Arrowhead Cooperative will cooperate fully with any law enforcement officials and/or agencies investigating and/or prosecuting such activities.

Network/Internet Interference

Any use which interferes with Arrowhead Cooperative equipment or the Arrowhead Cooperative network's ability to function, or with use or enjoyment of the Services by other customers, is prohibited. No Customer shall perform actions that cause unusual load on Arrowhead Cooperative servers (for example, mail servers, web servers, usenet servers or name servers, etc.) that cause slowness or denial of service to other Arrowhead Cooperative customers. In order to maintain a high quality of service

through its network, if Arrowhead Cooperative determines, in its sole discretion, that customer is using an excessive amount of Internet bandwidth, Arrowhead Cooperative may at any time and without notice, take one or more of the following remedial measures: 1) suspend excessive bandwidth capability, 2) suspend Customer's access to the service, 3) require customer to pay additional fees in accordance with Arrowhead Cooperative's current rates for excessive use, 4) suspend or terminate customer's account.

Security Risk

Use of Arrowhead Cooperative's network or Services to commit network abuse (for example, denial of service attacks such as ping bombing, email bombing, "smurf", "winnuke", "land", or "teardrop") or otherwise compromise the security of hosts or networks is prohibited. Arrowhead Cooperative's Service shall not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of Arrowhead Cooperative's or a third party's server, network, network access or control device, software, data or information; including any attempt to probe, scan or test the vulnerability of a system or network, or to breach security measures without express authorization of the owner of the secured network.

Reselling or Reconfiguring the Service

No Customer is permitted to resell the Service or redistribute or reconfigure the Service to allow others to use the Service in an illegal, fraudulent or inappropriate manner. Interpretation will be at the sole discretion of Arrowhead Cooperative.

Infringing Intellectual Property Rights

No Customer or its users shall use the Services or Arrowhead Cooperative's network to transmit, retransmit, or store any content or to engage in any activity that infringes, dilutes, misappropriates or otherwise violates the intellectual property rights (for example, copyright, patent, trademark, trade secret) of Arrowhead Cooperative or any other person or entity. The Customer will indemnify and hold harmless Arrowhead Cooperative against any loss, damage, cost and expense which Arrowhead Cooperative may incur or become liable for by reason of claims or actions for libel, violation of privacy rights, plagiarism, copyright infringement, trademark or trade name infringement, domain name disputes, and claims arising in connection with data transmitted by Customer or its users and any claims or suits resulting from the Customer's or its users' use of the Services including, without limitation, the expense and cost of defending any and all such claims and actions, except when such claims result solely from the negligence of Arrowhead Cooperative or Arrowhead Cooperative's failure to perform its obligations to Customer under its Services agreement. The provisions of this paragraph shall survive termination of the Services or Customer's agreement with Arrowhead Cooperative for use and provision of the Services. If you believe your copyrighted work is being hosted on an Arrowhead IP address in violation of applicable law protecting intellectual property rights, please contact our Copyright Agent with the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyright work that you claim is infringed;
- identification of where the material (including URL if possible) that you claim is infringing is located;
- your address, telephone number and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Arrowhead Cooperative's Copyright Agent is:
Sara McManus, Marketing and Account Supervisor
Arrowhead Cooperative
5401 W Hwy 61
PO Box 39
Lutsen, MN 55612
Telephone: (218) 663-7239

Spam or E-Mail Abuse

Arrowhead Cooperative prohibits e-mail abuse (for example, mass mailing unsolicited e-mail and e-mail forgery) and usenet news abuse (for example, mass crossposting articles and postings unrelated to group topics). Examples of prohibited e-mail abuse are:

- sending unsolicited commercial e-mail, unsolicited mass mailings, Spam or flood usenet newsgroups.
- using Arrowhead's network to provide software or lists for mass mailing unsolicited email.
- using, creating or maintaining Spam advertising sites or services located on Arrowhead Cooperatives IP space (even if the Spam originates elsewhere).
- using third party mail servers to relay Spam.
- using IP addresses that the Customer does not have a right to use
- participating in pyramid schemes or email chain letters.
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with a third party's use and enjoyment of the Services or the Internet.
- forging of any header or any part of the header information in any e-mail or newsgroup posting, or taking any action in order to obtain services to which such user is not otherwise entitled.

If you have questions about what is allowed and what is not, please refer to <http://spam.abuse.net>, and/or email truenorth@arrowhead.coop for clarification.

Arrowhead Cooperative Action in Response to Prohibited Actions

When possible and when it is not detrimental to the rights or property of Arrowhead Cooperative or third parties, Arrowhead Cooperative shall provide the Customer with written notice via e-mail or otherwise of an apparent violation of this Acceptable Use Policy, so that the conduct or problem may be corrected without impact on the Services. However, Arrowhead Cooperative shall have the right to act immediately and without notice, and without liability to Customer or any of Customer's users, to suspend or terminate Services in response to a court order or governmental notice requiring that the conduct be stopped, or when Arrowhead Cooperative believes that the conduct or problem poses an imminent risk of harm to rights or property of Arrowhead Cooperative or third parties. Should a Customer become the target of a network attack, Arrowhead Cooperative shall have the right to take any action (for example, temporary suspension of the Customer's account) needed to return server or network operation to normal. If Arrowhead Cooperative is informed of a claim of copyright, trademark or other infringement of intellectual property rights involving a Customer's account, Arrowhead Cooperative will attempt to notify the Customer of those allegations and secure a response. Arrowhead Cooperative may, in its sole discretion, remove or terminate the account containing, on a temporary or permanent basis, materials which Arrowhead Cooperative believes may create, constitute, or contribute

to copyright, trademark or other infringement of intellectual property rights. The Customer waives the right to assert any claims against Arrowhead Cooperative for any such removal or termination.

For further explanation of this Acceptable Use Policy, or to determine whether your intended activities are permissible under the terms of this Acceptable Use Policy, contact Arrowhead Cooperative at truenorth@arrowhead.coop or via phone at (218)663-7239.

Nature of the Services

Use of the Services, including the storage of information, is at Customer's and its user's sole risk. Arrowhead Cooperative does not warrant either the results to be obtained from the Service or that the Service will be uninterrupted or error free. Arrowhead Cooperative Services are provided on an "AS IS" basis without warranties of any kind, either express or implied. Neither Arrowhead Cooperative nor anyone else involved in creating, producing, or delivering Arrowhead Cooperative Services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of the Services, the inability to use the Services, or any breach of any warranty. The provisions of this paragraph will survive termination of the Services or Customer's agreement with Arrowhead Cooperative for use and provision of the Services. Arrowhead Cooperative will use its best efforts to maintain, but does not guarantee, the privacy of e-mail, network use, and the contents of user directories. This Acceptable Use Policy is to be interpreted under the law of Minnesota.