

## **Open Internet Disclosure:**

*The following policies apply to mass market broadband Internet services offered by NDTC Mobile. It is NDTC Mobile's policy to provide robust and reliable access to the Internet for all of its mass market end user customers. Because network resources are shared by all users, NDTC Mobile discloses and identifies the following policies govern its mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. NDTC Mobile does not block access to, nor discriminate against, any lawful website or Internet application. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using NDTC Mobile's Internet service, the customer accepts, agrees to be bound by and to strictly adhere to, these policies. The customer also agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.*

### **I. ACCEPTABLE USE POLICY**

Additionally, as the underlying facilities provider for the mobile broadband service, the Acceptable Use Policy of its [underlying facilities provider](#) is also applicable to the mobile broadband service.

*1. General Policy. NDTC Mobile reserves the sole discretion to deny or restrict your service, or immediately to suspend or terminate your service, if the use of your service by you or anyone using it, in our sole discretion, violates the Service Agreement or other NDTC Mobile policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the NDTC Mobile network by NDTC Mobile or other users, or violates the terms of this Acceptable Use Policy ("AUP").*

*2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (a) access without permission or right to the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of NDTC Mobile or any other entity, or to penetrate the security measures of NDTC Mobile or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) post off-topic information on message boards, chat rooms or social networking sites; (f) engage in conduct that is defamatory, fraudulent, obscene or*

*deceptive; (g) violate NDTC Mobile's or any third party's copyright, trademark, proprietary or other intellectual property rights; (h) engage in any conduct harmful to the NDTC Mobile network, the Internet generally or other Internet users; (i) generate excessive amounts of email or other Internet traffic; (j) use the service to violate any rule, policy or guideline of NDTC Mobile; (k) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (l) download or use the Service in Cuba, Iran, North Korea, Sudan and Syria or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.*

*3. Copyright Infringement/Repeat Infringer Policy. NDTC Mobile respects the intellectual property rights of third parties. Accordingly, you may not store any material or use NDTC Mobile's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under US copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of NDTC Mobile to suspend or terminate, in appropriate circumstances, the service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, NDTC Mobile expressly reserves the right to suspend, terminate or take other interim action regarding the service of any user or account holder if NDTC Mobile, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights NDTC Mobile may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the service in a manner that is not authorized by the copyright owner, its agent or the law, you may contact our Designated Agent as follows: Rod Hoffmeyer / 701-662-1100 / [rodh@ndtel.com](mailto:rodh@ndtel.com).*

*4. NDTC Mobile may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of the Service Agreement and AUP. You acknowledge that NDTC Mobile shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the service, including but not limited to content that violates the law or this Agreement.*

## **II. NETWORK MANAGEMENT; RELATED DEVICE AND PRIVACY POLICIES**

All traffic management for the mobile broadband service is controlled by its [underlying facilities provider](#). Accordingly, NDTC Mobile's mobile broadband service adheres to the network management practices of its underlying facilities provider.

**Device Attachment Policies.** NDTC Mobile’s device attachment rules and restrictions are consistent with the device attachment rules and restrictions of its [underlying facilities provider](#).

Except as disclosed herein, NDTC Mobile does not impose any further device attachment rules or limitations in addition to those of its facilities provider.

**Privacy Policies.** While NDTC Mobile collects personally identifiable information in order to provide the mobile broadband service and to bill for this service, NDTC Mobile does not collect any information concerning the customer’s visited websites, application usage or other Internet activity.

However, customers should be familiar with the privacy policies of NDTC Mobile’s [underlying facilities provider](#).

Questions regarding network management, including related policies regarding device attachments and privacy, should be directed to NDTC Mobile at [service@ndtel.com](mailto:service@ndtel.com).

### III. COMMERCIAL TERMS

**Pricing.** For a list of current pricing, please click [here](#).

#### *Minimum Terms*

a. *Your service order indicates whether you have agreed to a minimum service term for your service and, if so, the number of months in the term. YOU WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT).*

b. *If your service plan does not include a minimum service term or, if it does and you reach the end of the minimum service term, your service term will be “month-to-month” and will not be subject to an Early Termination Fee if you cancel your service.*

c. *If your service term is month-to-month, NDTC Mobile can change the price of your service by providing you at least one billing cycle’s notice of the change.*

### *Maximum Monthly Data Caps*

*a. Your service order indicates whether you are subject to a maximum monthly data cap on your service. The cap states the aggregate number of megabytes of data that you may send and receive using the service in a single billing cycle. If your use of the services exceeds the cap in any billing cycle, you will be subject to an additional overage charge. The amount of this charge appears on your service order.*

*b. NDTC Mobile will attempt to contact each customer before monthly caps are exceeded. However, it is each customer's responsibility for keeping track of his or her data use. NDTC Mobile makes current data usage information available to its customers. You may track your usage by visiting [My Group](#). Unused data in a given billing cycle does not "roll over" to future billing cycles.*

### *Changing or Cancelling Service*

*a. If you cancel your service, in addition to any applicable Early Termination Fee, you must pay for your use of the service up until the date on which you cancelled, including charges for exceeding any data cap that applied to your account, and applicable taxes.*

*b. If, during the minimum service term, you decide to change to another NDTC Mobile service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to your plan, then NDTC Mobile has the right to restart the minimum service term from the beginning of the change in plan or addition of service.*

*c. If, during the minimum service term, NDTC Mobile changes the terms of your service and the changes are materially disadvantageous to you, you may terminate the service without paying an Early Termination Fee by providing written notice to NDTC Mobile within fifteen (15) days of the effective date of the change.*

**Redress.** All end users and edge providers that have questions or complaints regarding NDTC Mobile's mobile broadband service should contact [service@ndtel.com](mailto:service@ndtel.com). An "edge provider" refers to any content, application, service, and device provider, which generally operates at the edge rather than the core of the network.