

# INTERNET POLICIES

NDTC is not responsible for personal hardware in your computer system. This includes difficulty connecting due to faulty hardware, or software configuration problems. Our technical support personnel are always happy to assist you in trying to resolve any difficulty you are having with your service.

## Agreement

The billing cycle will begin as soon as that customer administratively is entered into the server. To disconnect our service, you will need to notify our office as soon as possible. This service is prorated, so when you connect and disconnect in the beginning, middle or at the end of a month you will only be billed for the days used.

You must have parental permission if under the age of 18.

The undersigned appoints NDTC as agent to order and make changes in service associated with the activation of Broadband Internet services specified above.

I agree to follow the rules of any connected networks if and when using NDTC's broadband internet service. I recognize that NDTC offers no guarantees or warranties on the performance of its network and broadband internet connection, nor on the performance of its members' gateway connections to other networks.

I agree to hold NDTC, their officers, directors, agents and any of the members harmless from any liability arising from special, indirect, or consequential damages, including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of NDTC or their facilities.

## User Responsibilities & Acceptable Use Policy

Users are personally responsible for all use of the broadband internet service under their login account, even if someone else used their service. Illegal, fraudulent, or abusive use of the service will result in immediate service termination and may be referred to law enforcement authorities.

You must immediately inform NDTC if you suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of your broadband internet service. Until NDTC is notified of a breach of security, by notice given as such, the user will remain responsible for any unauthorized use of the service occurring under their account.

A customer may not sell, assign, transfer, or give away broadband internet service under their account. Under no circumstances will NDTC allow anyone to resell their broadband internet service.

NDTC broadband internet services may not be used to transmit excessive amounts of traffic as determined by NDTC. Prohibited uses include but are not limited to 1. use of service for high-volume purposes, and 2. Routines that generate excessive amounts of traffic. NDTC broadband internet service is to be used by residential and commercial customers in a way that does not affect the overall traffic on the network. NDTC reserves the right to determine if a customer is utilizing services that are intended as "enterprise" use and would require a specialized broadband and IT need.

NDTC is not responsible in any way for any computer programs or devices intended for use in connection with the broadband internet service if such programs are made available on the service. Most of the programs used on the broadband internet service are third-party programs beyond the control of NDTC.

The account holder will indemnify and hold harmless NDTC against any loss, damage, cost, and expense which NDTC 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 pursuant to the terms and provisions of this agreement and any claims or suits resulting from the account holder's use of the service, including, without limitation, the expense and cost of defending any and all such claims and actions. The provisions of this paragraph shall survive termination of this agreement.

If NDTC is informed of illegal content or alleged copyright or trademark infringement involving an account, NDTC will attempt to notify the account holder of those allegations and secure a response. NDTC may, in its sole discretion, remove or terminate the account containing, on a temporary or permanent basis, materials which NDTC believes are illegal or may create, constitute, or contribute to copyright or trademark infringements. Account holder expressly waives the right to assert any claims against NDTC for any such removal or termination.

Services provided to the Customer by NDTC may only be used for lawful purposes. Transmission or publication of any information, data or material in violation of any U.S. Federal or state regulation or law is prohibited. This includes, but is not limited to, material protected by copyright, trade secret, or any other statute, threatening material, or obscene material. NDTC reserves the right to remove any and all materials which infringe on copyright work. Such materials will be removed at any time upon receiving a complaint and/or notice of copyright infringement.

## Fees and Payments

Each account holder is responsible for paying all fees and charges (plus applicable taxes) associated with the use of the broadband internet service. NDTC reserves the right to change the amount of, or basis for determining, any fee or charge, and to institute new fees or charges, effective upon 30-day notice to the member.

## Termination of Membership

Either the account holder or NDTC may terminate the service at any time and without cause. The only recourse of a user with respect to dissatisfaction with any policies, guidelines, or practices, changes in fees, or service content is for the account holder to terminate the service.

NDTC may terminate any individual or suspend access to all or any part of the service without notice for conduct that NDTC believes is a violation of this agreement or any policies or guidelines posted by NDTC on the service or for other conduct that NDTC believes harmful to others.

NDTC is not responsible for notifying anyone other than the account holder of termination. Upon termination of service, any banking, brokerage, or other third-party relationships will no longer be accessible through NDTC broadband internet service. NDTC shall not be held responsible for any consequences due to lack of access.

## Using the Service

You are responsible for providing all equipment, devices, and software necessary to receive the service.

## Logins and Passwords

Use of the NDTC email service requires both a login and a password. Each account can choose up to two (2) free unique NDTC email logins.

Anyone knowing both your login and password can gain access to your NDTC email (passwords should be kept a secret). When choosing a password, select one that is hard to guess (i.e., your first or last name is not recommended). If you forget your password, please contact us so that we can reset it.



## Digital Millennium Copyright Act

The Digital Millennium Copyright Act provides limitation for service provider liability relating to copyright material online. NDTC is a service provider in that it provides online services or network access between or among points specified by a user. NDTC does not modify the content that is sent or received.

According to its Terms, Conditions and Acceptable Use Policy, NDTC requires users “to obtain and provide all required permissions if You use the Service to receive, send, display, distribute or execute works protected by intellectual property laws including copyright and patent laws.” Failure to abide by the Terms, Conditions and Acceptable Use Policy may result in suspension of service or permanent disconnection. NDTC can limit liability by designating an agent for notification of claimed infringement by providing contact information to the Copyright Office and through its publicly accessible web site. The appropriate contact information is as follows:

### Service Provider Address

NDTC  
211 22nd St. NW  
Devils Lake ND 58301

Agent Designated to Receive Notification of Claimed Copyright Infringement – Network Services Supervisor

Telephone Number of Designated Agent – 701.662.6472

Fax Number of Designated Agent – 701.662.6446

### Email Address of Designated Agent

dmca@ndtel.com  
dmca@gondtc.com  
dmca@stellarnet.com

## Network Management Policy

North Dakota Telephone Company or “NDTC” provides this Policy in order to disclose its network management practices in accordance with the FCC’s Open Internet Rules. Information about NDTC’s other policies and practices concerning broadband are available at [gondtc.com](http://gondtc.com) (“NDTC’s Website”).

NDTC manages its network to ensure that all of its customers experience a fast, reliable, and affordable broadband internet service. NDTC wants its customers to indulge in all that the Internet has to offer, whether it is social networking, streaming videos and music, or communicating through email and videoconferencing.

NDTC manages its network for a number of reasons, including optimization, as well as congestion- and security-protocol-management. NDTC’s customers generally will not be impacted by the protocols and practices that NDTC uses to manage its network.

### NDTC’s Network Management Practices

NDTC uses various tools and industry-standard techniques to manage its network and deliver fast, secure and reliable broadband internet service. Such management tools and practices include the following:

#### I. Managing Congestion

NDTC monitors the connections on its network in the aggregate to determine the rate of utilization. If congestion emerges on the network, NDTC will engage in the re-routing of Internet traffic to relieve congestion. In order to reduce instances of congestion, NDTC adds capacity to its network when utilization has reached a level of at least



80%. On our core and access networks, NDTC may increase capacity by adding FTTH nodes, transport, Internet aggregation routers, and bandwidth, as needed.

On NDTC's network, all customers have access to all legal services, applications, and content online and, in the event of congestion, most Internet activities will be unaffected. Some customers, however, may experience longer download or upload times, or slower surf speeds on the web if instances of congestion do occur on NDTC's network.

Customers using conduct that abuses or threatens the NDTC network or which violates the company's Acceptable Use Policy, Broadband Internet Service Terms and Conditions, or the Broadband Internet Service Agreement will be asked to stop any such use immediately. A failure to respond or to cease any such conduct could result in service suspension or termination.

NDTC's network and congestion management practices are 'application-agnostic', based on current network conditions, and are not implemented on the basis of customers' online activities, protocols, or applications. NDTC's network management practices do not relate to any particular customer's aggregate monthly data usage.

## **II. Network Security**

NDTC knows the importance of securing its network and customers from network threats and annoyances. The company promotes the security of its network and patrons by providing resources to its customers for identifying and reporting such threats as spam, viruses, firewall issues, and phishing schemes. NDTC also deploys spam filters in order to divert spam from an online customer's email inbox into a quarantine file while allowing the customer to control which emails are identified as spam. Customers may access the spam files through the email. Spam files are automatically deleted if not accessed within 30 days. If there are no active logins on an email account for 120 days, no new messages will be processed.

As its normal practice, NDTC does not block any protocols, content, or traffic for purposes of network management, except that the company may block or limit such traffic as spam, viruses, malware, or denial of service attacks to protect network integrity and the security of our customers. NDTC also has a port filtering policy aimed at reducing the spread of computer-related viruses and protecting your computer from intruder access.

## **III. Device Attachment Rules/Application Specific Behaviors**

Except as may be provided elsewhere herein, NDTC does not currently engage in any application-specific behaviors nor does it employ device attachment rules for its network. Customers may use any lawful applications or devices with NDTC.

## **IV. Monitoring Schedule**

NDTC checks its usage logs on a daily basis to determine utilization on its network. When utilization reaches 80%, NDTC adds capacity or reroutes traffic to relieve congestion. NDTC also checks for abnormal traffic flows, network security breaches, malware, loss, and damage to the network. If a breach is detected or high-volume users are brought to light by complaint, NDTC provides notification to the customer via email or phone. If a violation of NDTC's policies has occurred and such violation is not remedied, NDTC will suspend or terminate that customer's service.

## **V. Network Management Technology**

NDTC employs a variety of industry-standard tools, applications, and devices to monitor, secure, and maintain its network, including the following:

- network graphing solutions;
- latency measurement software;
- bandwidth and performance-measurement platforms; and



- Rapid Problem Identification (RPI) technologies monitoring endpoint to endpoint interactions
- DDos – Distributed Denial of Service Protection Services

## VI. Service Descriptions

NDTC offers broadband service over FTTH facilities. The following is a list of NDTC's service tiers\*:

Tier	Down	Up
DATA Only FiberZone 2	250 Mbps	250 Mbps
DATA Only FiberZone 3	500 Mbps	500 Mbps
DATA Only FiberZone 4	1 GIG	1 GIG
DATA Only FiberZone 5	2.5 GIG	2.5 GIG
DATA Only FiberZone 6	10 GIG	10 GIG
Voice and Data FiberZone 1	100 Mbps	100 Mbps
Voice and Data FiberZone 2	250 Mbps	250 Mbps
Voice and Data FiberZone 3	500 Mbps	500 Mbps
Voice and Data FiberZone 4	1 GIG	1 GIG
Voice and Data FiberZone 5	2.5 GIG	2.5 GIG
Voice and Data FiberZone 6	10 GIG	10 GIG

*\*Speeds may be limited by location and are listed as up to.*

NDTC also offers ETS service on an individual-case basis.

## VII. Network Performance

NDTC makes every effort to support advertised speeds, and will dispatch repair technicians to customer sites to perform speed tests as needed to troubleshoot and resolve speed and application performance problems caused by NDTC's network. NDTC measures availability, latency, and aggregate utilization on the network and strives to meet internal service level targets. However, customer's service performance may also be affected by one or more of the following: (1) the particular websites being accessed; (2) capacity in the public Internet beyond NDTC's network; (3) customer's computer and equipment (including wireless router); and (4) inside wiring at customer's premises.

NDTC tests each service when installed to demonstrate that the service is capable of supporting the advertised speed. Customers can also test their actual speeds using the speed test found on the company website.

## VIII. Specialized Services

NDTC provides Voice and Internet-Protocol-Television (IPTV) services to end users. These services, also known as Specialized Services, are separated from the company's best effort broadband internet services on the network. NDTC uses separate layer 2 Q-in-Q VLAN tags in the access network. Layer 2 P-bits and Layer 3 DSCP markings are used to prioritize Specialized Services traffic over best effort broadband internet traffic for the purpose of congestion management. Since Specialized Services traffic is separated from best effort broadband internet traffic, our broadband customers will experience no impact on broadband services resulting from Specialized Services traffic.

## IX. Commercial Terms

In addition to this Network Management Policy, patrons may also find links to the following on the NDTC Website:

- Acceptable Use Policy
- Broadband Internet Service Agreement



- Broadband Service Offerings and Rates
- Privacy Policy

For questions, complaints, or requests for additional information, please contact NDTC.

#### **X. Testing**

NDTC is required by the FCC to test a random set of customers for speed and latency periodically during the year. NDTC reports the results of this testing to the FCC. This result applies to both upload and download data rates and applies for measurements made both at peak times and over a 24-hour period. By using this service, the customer agrees to allow NDTC to perform these tests.

## Privacy Policy

NDTC respects your privacy. By using our website or subscribing to one or more of our services, NDTC collects personal information. This policy addresses the collection and use of your personal information.

### Information Collected

In the course of doing business and through the offering of services, NDTC will collect personal information that is not limited to but can include your name, home and billing address, telephone numbers, Social Security number, credit information, or other necessary information to provision those services.

### Use of Information

Protecting our customers' privacy is important to us. NDTC has strict privacy policies in place, and utilizes the latest technologies to safeguard your information from unauthorized disclosures. NDTC does not share any of this information with third parties unless required to do so by law. NDTC may use personal information, also known as Customer Proprietary Network Information (CPNI), to market new service offerings or features to augment services you already have. NDTC will not use this information if you restrict its use as described in CPNI section below.

### Links to Other Sites

NDTC contains many links to third-party sites. NDTC is not responsible for the privacy practices of third-party sites. Once you leave our website, NDTC has no control over your privacy. Please review the privacy statement of each and every web site you visit to ensure your personal privacy with respect to third-party offers. The inclusion of any link on the NDTC web site does not imply any specific recommendation, approval, or endorsement of the third party by NDTC.

### Security

The privacy of information transmitted over the broadband internet cannot be guaranteed by NDTC, because the Internet is not 100% secure. Nevertheless, NDTC has taken technical, administrative, and physical steps to protect against unauthorized access to Customer Information and other Personally Identifiable Information used to administer NDTC's customer accounts. All such information is handled securely within NDTC and is not disclosed to unauthorized third parties.

### Use of Cookies

A "cookie" is a small piece of information sent by a web server to store on a web browser so it can later be read back from that browser. This is useful for having the browser remember some specific information.



## Protecting Your Children

NDTC's website does not target or market to children. We respect the privacy of your children and comply with rules established under the Children's Online Privacy Protection Act. NDTC does not knowingly collect or retain personal information from consumers under the age of eighteen. Children should always get permission from a parent or guardian before sending personal information over the Internet. You can find more information about protecting children's privacy by contacting the Federal Trade Commission (FTC) or by viewing its website at <http://www.ftc.gov>.

## Changes to this Policy

NDTC reserves the right to change the terms and conditions of this policy at any time. When changed, the terms and conditions will be posted on NDTC's website at [gondtc.com](http://gondtc.com).

## Customer Proprietary Network Information (CPNI)

From time to time, North Dakota Telephone Company (NDTC) changes its service offerings and makes available additional features and services, which may enhance and augment the services to which you are already subscribed. In order for us to determine which customers may benefit from the new services and enhancements, we will use information about your account that is within our database, legally referred to as Customer Proprietary Network Information (CPNI), unless you restrict that use in the manner described below. CPNI includes information such as which long distance carrier and plan to which you are subscribed, calling features and plans to which you are subscribed, and the associated charges for those plans. Use of this data will allow NDTC to tailor its service offerings to your individual needs.

For this purpose, CPNI data will be used by NDTC, its subsidiaries, and affiliates only. This data will not be shared by NDTC with any other outside source except as necessary and required to provide the service(s) to which you are already subscribed, unless we are legally compelled to.

You have a right under federal law to protect the confidentiality of your account information and restrict the use of CPNI data, and we have a responsibility to protect your data. To restrict the use of your CPNI data, you may contact our business office at 662-1100 or [service@ndtel.com](mailto:service@ndtel.com). Your denial of approval for NDTC to use this data will not affect the provision of any service to which you subscribe. Your approval or denial of approval for the use of CPNI outside of the service to which you already subscribe will remain valid until you revoke or limit the approval or denial.

## NDTC CommandIQ App Terms & Conditions

The NDTC CommandIQ Mobile Application End User License Agreement ("Agreement") is a binding agreement between you and NDTC. This Agreement governs your use of the NDTC CommandIQ Mobile Application ("Application"), including all related documentation.

BY CLICKING THE "ACCEPT" BUTTON OR CHECKING "I ACCEPT THE TERMS AND CONDITIONS" ON THE APP REGISTRATION PAGE, DOWNLOADING OR USING THE APPLICATION, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

### License Grant

Strictly in accordance with this Agreement, NDTC grants you a limited, non-exclusive, and non-transferable license to download, install, and use the App for your personal, non-commercial use on a mobile device owned or otherwise controlled by you strictly in accordance with the App's Agreement.



## **License Restrictions**

You shall use the Application strictly in accordance with the terms of the Related Agreements and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Application; (c) violate any applicable laws, rules, or regulations in connection with Your access to or use of the Application; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of NDTC or its affiliates, partners, or suppliers, or the licensors of the Application; (e) use the Application for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) distribute the Application to multiple Mobile Devices; (g) make the Application available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time; (h) use the Application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product, or software offered by NDTC; (i) use the Application to send automated queries to any websites or to send any unsolicited commercial email; or (j) use any proprietary information or interfaces of NDTC or other intellectual property of NDTC in the design, development, manufacture, licensing, or distribution of any application, accessories, or devices for use with the Application.

## **Reservation of Rights**

You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. NDTC reserves and shall retain its entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

## **Collection and Use of Your Information**

You acknowledge that when you download, install, or use the App, NDTC may collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of its features or functionality. When you download, register with, or use the App, we may ask you to provide information by which you may be personally identified, such as name, email address, telephone number, or any other identifier by which you may be contacted online or offline ("personal information") and that is about you but individually does not identify you, such as your password, and your router's MAC address and serial number. This information includes information that you provide by filling in forms in the App and information provided at the time of registering to use the App. We may also ask you for information when you report a problem with the App and keep records and copies of your correspondence (including email addresses and phone numbers), if you contact us. The provision of this information by you to third parties may be subject to such third parties' terms and conditions. NDTC does not assume and will not have any liability or responsibility to you or any other person or entity for such information.

We use information that we collect about you, that you provide to us, including any personal information, to provide you with the App and its contents, and any other information, including any in-App notifications related to your use of the App, to fulfill any other purpose for which you provide it, and/or to carry out our obligations and enforce our rights arising from any contracts entered into between you and us. NDTC may also use information that we collect about you to contact you about goods and services offered by NDTC that may be of interest to you, by sending you emails or in-App notifications. If you do not want us to use your information in this way, please do not use the App and delete your account. If you agree to let us use your information in this way but do not wish to receive in-App notifications, you may adjust your push notification preferences in your account profile.

All information we collect through or in connection with this App is subject to our NDTC Privacy Policy. By downloading, installing, using, and providing information to or through this App, you consent to all actions taken by us with respect to your information in compliance with the NDTC Privacy Policy. We may update our NDTC Privacy Policy from time to time, and updated versions will be posted on our website at <https://gondtc.com/privacy>.





## Updates

NDTC may from time to time, in its sole discretion, provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that NDTC has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

- a. the App will automatically download and install all available Updates; or
- b. you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.

## Term and Termination

The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or NDTC.

- a. You may terminate this Agreement by deleting your NDTC CommandIQ account and the App (and all copies thereof) from your Mobile Device(s).
- b. NDTC may terminate this Agreement at any time without notice if it ceases to support the App, which NDTC may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- c. Upon termination:
  - i. all rights granted to you under this Agreement will also terminate; and
  - ii. you must cease all use of the App and delete all copies of the App from your Mobile Device(s).
- d. Termination will not limit any of NDTC's rights or remedies at law or in equity.

## Disclaimer of Warranties

THE APP IS PROVIDED TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NDTC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, NDTC PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APP WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NDTC OR ITS AFFILIATES HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP FOR:

- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- b. DIRECT DAMAGES IN AN AMOUNT THAT IN THE AGGREGATE EXCEED \$100.00 US.



THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR NDTC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **Indemnification**

You agree to indemnify, defend, and hold harmless NDTC and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the App or your breach of this Agreement, including but not limited to the content you submit or make available through this App.

### **Severability**

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term, and all other provisions of this Agreement will continue in full force and effect.

### **Governing Law**

This Agreement shall be governed by the laws of the state of North Dakota, without giving effect to any principles or conflicts of laws. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Other**

This Agreement and our Privacy Policy constitute the entire agreement between you and NDTC with respect to the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the App.

### **Amendments to this Agreement**

NDTC reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. From time to time, we may amend or replace this Agreement. The most recent version of this Agreement shall always be available on our website at <https://gondtc.com/policies>. The most recent version shall supersede any and all other versions of this Agreement, and you agree to be bound by the terms of the most recent version of this Agreement.

### **Contact Information**

If you have any questions about this Agreement, please contact us at 701-662-1100.

