



JAGUAR COMMUNICATIONS, INC. ACCEPTABLE USE POLICY

Jaguar Communications, Inc. provides Internet access, email, and other related services to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, Jaguar has developed the following Acceptable Use Policy (AUP) for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by Jaguar. Use of any of the services offered by Jaguar to any customer will constitute acknowledgment of and agreement to the terms outlined in this document. This AUP may be revised in part or in full and at its sole discretion by Jaguar. Continued use of services offered by Jaguar after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions that may have been made to the AUP. It is Jaguar's policy to never request private information from you such as your password, driver's license or social security number through an email correspondence. Should you receive such a request, please consider carefully before replying as **THESE ARE NOT COMING FROM JAGUAR**. However, Jaguar is required by FCC regulation to inform you, the customer, that a change has been made to your account. If you should receive such a message and you have not made a change to your account, then please contact us immediately.

Content

All services provided by Jaguar may be used strictly for lawful purposes only. Jaguar does not monitor, censor, edit or take any responsibility whatsoever for customer content or communications from within the network controlled by Jaguar, except in as much to determine if violations of the AUP have occurred once suspected violation has been brought to the written attention of the abuse team at Jaguar. Customers are fully and solely responsible for the content and use of their service as provided by Jaguar and each and every customer should ensure that their use falls within the guidelines of this AUP. Jaguar cannot and will not monitor, censor, edit or otherwise interfere with information or content customers may retrieve from sources outside the Jaguar network, even when such information is made available to customers through material deliverable to any site or service maintained by Jaguar, such as email. Because of this, Jaguar will not be responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal, or otherwise unsuitable in the view of the customer. Customers further agree to indemnify and hold harmless Jaguar or any of its subsidiaries from claims resulting from the use of any provided service, which damages the customer of any other party.

Commercial Advertising – Email

The sending of unsolicited email (spamming) from a Jaguar server or referencing a domain hosted by Jaguar in any spam, whether originating from the Jaguar network or not, is forbidden. Should any such abuses be found whatsoever, Jaguar reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or



otherwise provide access to spam software products or email lists or bulk email addresses are not permitted on any Jaguar server.

Misuse of System Resources

To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the Jaguar network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the website of an account; use of any provided mail services other than for the customer's own account; resale of disk space without an appropriate resellers agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

Illegal or Indecent Content

Use of any Jaguar service to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

Privacy of Children

We are committed to protecting the privacy of children. The general Jaguar websites are not intended for or designed to attract children under the age of 13.

Intellectual Property

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets held by any third party entity is prohibited. Jaguar is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the Jaguar network. In no instance will Jaguar be responsible for individual site material for which no authoritative documentation has been provided.

Other Activities

Any activity not defined above, but judged by Jaguar at its sole discretion to be harmful to other customers or general operations of the network, will be addressed on a case by case basis.



Consequences of Unacceptable Use

Jaguar reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of customer, shall be considered violations of this policy by customer.

Copyright Complaints

The Jaguar official designated agent to respond to allegations of copyright infringement in accordance with the Digital Millennium Copyright Act is identified below, along with contact information. The act requires the complainant to include certain information in a complaint, and providing that information in the initial contact may help speed resolution of the complaint.

Digital Millennium Copyright Act

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following elements:

- A physical or electronic signature
- Identification of the infringed work
- Identification of the infringed material
- Contact information for the complainant, e.g. address, phone number, electronic mail address
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner or the law
- A statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act

Agent Contact Information

Copyright Agent—Legal Dept.
Jaguar Communications, Inc.
213 South Oak Avenue
Owatonna, MN 55060
(507) 214-0269