

MeritCare Guest Internet Access Service Acceptable Use Policy

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Important Note: MeritCare Health System may revise this Acceptable Use Policy from time to time without notice. Accordingly, users of the MeritCare Guest Internet Access service should consult this document regularly to ensure that their activities conform to the most recent version. Questions regarding this policy can be directed to Guest Services. Complaints of violations of this policy by users can be directed Guest Services.

Introduction

The MeritCare Guest Internet Access Service (the "Service") allows patients and visitors to connect to the Internet. The Service uses resources that are shared with many other customers. Moreover, the Service provides access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Service, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience. Use of the Service is subject to the following rules and guidelines. Each user of MeritCare Guest Internet Access Service is responsible for ensuring that the use of all Services provided to them comply with this Acceptable Use Policy (the "Policy"). **ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICE.**

Illegal Activity

The use of the Service for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:

- Posting or disseminating material which is unlawful (such as child pornography or obscene material).
- Disseminating material which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain.
- Pyramid or other illegal soliciting schemes.
- Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

Security

You are responsible for any misuse of the Service that is provided to you at no charge, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with your access device. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Service. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, port scanners, packet sniffers or network probing tools, is prohibited. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software which contains a virus, worm or other harmful feature also is prohibited. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, MeritCare Health System recommends against enabling file or printer sharing of any sort. MeritCare Health System recommends that any files or services you do choose to make available for remote access be protected with a strong password, personal firewall or as otherwise appropriate.

Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all federal, state and local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly for children. Meritcare Health System will not assume any responsibility for the content contained on the Internet or otherwise available through the Service. You must assume the risk of accessing content through the Service and Meritcare Health System shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. MeritCare Health System uses services capable of restricting access to material generally accepted as inappropriate. Content questions or complaints should be addressed to Guest Services. You are solely responsible for any information which you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. MeritCare Health System reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. MeritCare Health System does not have any obligation to monitor transmissions made on the Service. However, Meritcare Health System does

have the right to monitor such transmissions from time to time and to disclose the same. By using the Service to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing MeritCare Health System to reproduce, publish, display, transmit and distribute such content as necessary for MeritCare Health System to provide consistent levels of service to all users.

Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Service may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource which uses the Services. Forging, altering or removing electronic mail headers is prohibited. You may not reference the MeritCare Health System network (e.g. by including "Organization: MeritCare.com" in the header or by listing an IP address that belongs to the MeritCare network) in any unsolicited email even if that email is not sent through the MeritCare network. "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. The MeritCare network is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at the MeritCare network's sole discretion.

Newsgroups

Messages posted to newsgroups must comply with the written charters or FAQ's for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQ's explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Posting or cross-posting the same or substantially similar messages to more than eight newsgroups is prohibited. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations. Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. MeritCare Health System reserves the right to discontinue access to any Usenet newsgroup at any time for any reason. You may not attempt to "flood" or disrupt Usenet newsgroups.

Disruption is defined as posting a large number of messages to a newsgroup which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties. Non-interactive clients which download Usenet articles in bulk are prohibited.

Internet Relay Chat

The Service may be used to participate in "chat" discussions. These discussions may be hosted by MeritCare Health System network servers, by third party servers, or may not involve any servers at all. In all cases, the MeritCare network does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat. The Service may not be used to perform chat "flooding." Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. Any computer or other device connected through the Service may not maintain more than 2 simultaneous chat connections. This includes the use of automated programs, such as "bots" or "clones". Automated programs may not be used when the account holder is not physically present at the device. The Service may not be used to send messages which disrupt another Internet user's equipment, including software, hardware, and user display. The Service may not be used to access any chat server in violation of the acceptable use policy of that server. The Service may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges which have not been authorized. A customer may not use the Service to connect to chat servers or channels from which they have been previously banned. The Service may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages. Forging, altering, or obscuring your identity while participating in chat sessions is forbidden.

Bandwidth, Data Storage and Other Limitations

The MeritCare Guest Internet Access network is designed for typical usage by a computer user seated at his or her keyboard. Computer activity resulting in excessive or sustained bandwidth consumption such as from unattended computer activity may burden the network and such usage may be restricted. It is therefore essential that you comply with the current bandwidth, data throughput, and other limitations on the Service. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of MeritCare Health System) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede MeritCare Health System's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. MeritCare Health System may, without notice, modify the speed, interrupt, or prohibit such data traffic. In addition, users must ensure that their

activity does not improperly restrict, inhibit, disrupt, degrade or impede MeritCare Health System's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. The MeritCare Guest Internet Service is a free service designed for your personal use of the Internet. For example, the service does not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the MeritCare Guest Internet Service, nor may you provide network services to others via the Service. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, ftp, irc, dhcp and multi-user interactive forums.

Violation of Acceptable Use Policy

MeritCare Health System does not routinely monitor the activity of users for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Services. If we receive notice under the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, that you have allegedly infringed the intellectual property rights of a third party, we retain the right to take down or disable access to the allegedly infringing material. It is our policy, in appropriate circumstances, to terminate the access of users who repeatedly infringe the intellectual property rights of third parties. We also will take such other action as appropriate under the circumstances to preserve our rights. Although MeritCare Health System has no obligation to monitor the Service and/or the network, MeritCare Health System reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this Policy; and/or to protect the network and users of the Service. MeritCare Health System prefers to advise users of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which MeritCare Health System in their sole discretion, believe violate this Policy, MeritCare Health System may take any responsive actions they deem appropriate. Such actions include, but are not limited to, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. MeritCare Health System will not have any liability for any such responsive actions. The above described actions are not MeritCare Health System's exclusive remedies and MeritCare Health System may take any other legal or technical action it deems appropriate. MeritCare Health System reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on MeritCare Health System's servers and network. During an investigation, MeritCare Health System may suspend the users access and/or remove material which potentially violates this Policy. You hereby authorize MeritCare Health System to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include MeritCare Health System providing the username, IP address, or other identifying information about a user. The failure of MeritCare Health System to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with

applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the North Dakota.

Miscellaneous Provisions

MeritCare Health System will make reasonable efforts to provide users with continuous, uninterrupted, expedient and error-free Service. Nonetheless, understand that temporary interruptions of the Service may occur as normal events in the provision of the Service. MeritCare reserves the right to interrupt Internet service at any time for maintenance purposes. Also understand that MeritCare Health System has no control over the networks, facilities or services of third parties and that delays and disruptions involving them are completely beyond MeritCare Health System's control. This Policy does not give you any interest, title or license in the user ID, electronic mail address or IP address that is used in conjunction with the Service.