



NCC Video Terms of Use

Effective November 1, 2019

Welcome to NCC Video! Please note that the terms and conditions contained herein (the "Terms of Use") include embedded hyperlinks that may only be accessed through our websites. These Terms of Use set forth the terms and conditions pursuant to which NCC will agree to provide or otherwise make NCC Video ("NCC Video") available to you. Your access and use of NCC Video is conditioned on your acceptance of these Terms of Use and are effective until we change or replace them.

NCC is referred to in these Terms of NCC Video as "we," "us," and "our." You and other users of NCC Video are collectively referred to in these

Terms of Use as "you," "your," and "Customers." Both you and NCC also may be referred to individually as a "Party" or collectively as "the Parties." NCC Video may be accessed and used only by those Customers authorized by NCC to receive NCC Video after signing up for such services (each, an "Authorized Customer").

Section 1: Acceptance of Terms of Use

1. **Acceptance.** NCC Video is not intended to be used by children without involvement and approval of a parent or other legal guardian. If you are under the age of 18, then you are not permitted to sign up for NCC Video service or provide your personal information to us. These Terms of Use govern your use of NCC Video and your relationship with us. By accessing, downloading, or using NCC Video (e.g., if you download any of our Apps onto any device), you confirm that you have read and agreed to these Terms of Use. If you do not agree to these Terms of Use, then do not access or use NCC Video. If you are an existing user and do not wish to accept any revised Terms of Use, then you must immediately stop using NCC Video (including, for clarity, permanently removing all Apps from your devices).
2. **Incorporation of NCC's Video Terms of Service** found at <https://nccray.com/residential/video-television/> and NCC's Acceptable Use and Privacy Policy found at https://nccray.com/wp-content/uploads/2018/10/Internet-Agreement_AUP.pdf ("NCC AUPP") are hereby incorporated by reference. If there are any conflicting provisions between these Terms of Service and or the NCC AUPP, these Terms of Use will control.
3. **Changes to these Terms of Use.** These Terms of Use are effective until we change them. You acknowledge and agree that we may change all or any portion of these Terms of Use at any time and from time to time, in our sole and absolute discretion, by publishing a revised version of these Terms of Use at: www.metronetinc.com. Any revised version of these Terms of Use will be effective immediately upon publication on the website. Your continued use of NCC Video is deemed to be your agreement to the changed terms.
4. **Certain Restrictions on Use; Private and Personal Use Only.** Programming provided through NCC Video is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws and may not be reproduced, published, rebroadcast, rewritten or redistributed without the written permission of the third party that supplied it (except as permitted by the "fair use" or other applicable provisions of the U.S. copyright laws) or by NCC's agreements with such third parties. NCC Video, including all content viewed through NCC Video, are solely for private, personal, non-commercial use, not for use in the operation of a business or service bureau, and not for any other public viewing, for profit or for the benefit of any person or entity other than the Authorized Customer; and your limited rights to use NCC Video are subject to your understanding of, agreement to, and compliance with these Terms of Use in their entirety.

Section 2: OUR SERVICES

1. **NCC Video.** By subscribing to NCC Video, you receive access to and use of: (i) certain software, technology and other intellectual property rights (including all functionality and data contained therein) owned or operated by us (regardless whether available for download directly or indirectly from NCC); (ii) websites owned, operated or otherwise controlled by, or on behalf of, us; (iii) the content accessible by you (e.g., any and all transaction and subscription video, audio, data, interactive, programming, advertising and other content); and (iv) any and all other products and/or services accessed, provided, used or otherwise made available to you, including to enhance past or then-current NCC Video.
2. **Internet Connection.** In order to access and use NCC Video, you must have a NCC broadband internet connection ("Internet Connectivity"). It is your responsibility to obtain and maintain the Internet Connectivity necessary to access and use NCC Video. NCC is not responsible for the amount of data consumed by you in connection with your use of NCC Video. The time it takes to access and use NCC Video (e.g., watching a movie or TV show) will vary based on a number of factors, including your location, the quality of your internet connection, the available bandwidth at the time of your request, the format of NCC Video you are attempting to access, the device(s) you use to access NCC Video and other factors outside of our control. NCC makes no representations or warranties about the speed or quality of your watching experience on any device, and reserves the right change NCC Video (e.g., the format) based on the specifications of your Internet Connectivity (e.g., if your Internet Connection or device do not meet our required standards for accessing and viewing high-definition



("HD") content, then any HD content accessed by you may be automatically re-formatted by us in an attempt to improve your experience). We suggest that you ensure that your Internet Connectivity, Permitted Device(s) (as defined below) and configuration are compatible with NCC Video and the format thereof.

3. Devices. Not all devices are compatible, or permissible, for use with NCC Video. For a current list of devices permitted for use with NCC Video ("Permitted Devices"), please review the devices listed at: <https://nccray.com/residential/video-television/>. Permitted Devices are manufactured and sold by entities other than NCC, and you will need to obtain such Permitted Device from a third-party provider of such device at your sole cost and expense. In addition, NCC Video, or portions of the functionality thereof, may be "blacked-out" or unavailable on certain Permitted Device(s). By accessing or using NCC Video, you agree to look solely to the third party that manufactured and/or sold you the device for any issues related to such device, the operating system thereon and/or its or their compatibility with NCC Video. NCC TAKES NO RESPONSIBILITY WHATSOEVER FOR AND NCC DOES NOT WARRANT THE PERFORMANCE OF ANY DEVICE OR GUARANTEE THAT SUCH DEVICE (OR THE APPLICABLE OPERATING SYSTEM OR VERSION) WILL BE (OR REMAIN) COMPATIBLE WITH ANY OF OUR SERVICES.
4. NCC Video Changes; Packaging of NCC Video. In addition to, and without limiting any other provisions in these Terms of Use, NCC may, permanently or temporarily, add, delete, rearrange, alter, interrupt, change, and/or eliminate: (i) any and all prices, fees and/or charges; (ii) packages, programming, programming suppliers, services offered by suppliers; (iii) availability of the Network DVR (described in Section 3.6. below) with respect to any particular programming and/or programming suppliers, (iv) software, applications, features and/or functionalities and technical and/or functional requirements, (v) Permitted Devices, (iv) compatible operating systems, (iv) and/or minimum Internet Connectivity required to use NCC Video, from time to time and at any time. In the event that we add, alter and/or change any prices, fees and/or charges, then you agree to pay such added, altered, and/or changed prices, fees and/or charges. In the event that we add, delete, rearrange, alter, change and/or eliminate any packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software, applications, features and/or functionalities, then you acknowledge and agree that (a) we have no obligation to replace or supplement such packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software, applications, features and/or functionalities, and (b) you are not entitled to any credits, refunds, price reductions or any other form of compensation because of any such addition, deletion, rearrangement, alteration, change and/or elimination. You further acknowledge and agree that such additions, deletions, rearrangements, alterations, changes and/or eliminations are not a discretionary act by us if they are due, in whole or in part, to the termination, suspension or expiration of our legal right to provide such packages, availability of the Network DVR with respect to any particular programming and/or programming suppliers, software, applications, features and/or functionalities.
5. Programming Content and Restrictions. Portions of NCC Video may be "blacked out" in your viewing area (e.g., local broadcast channels, sporting events and/or other content for which you do not have the rights to access); if you circumvent or attempt to circumvent any of these "blackouts," then you may be subject to termination of your NCC Video service and to legal action brought by us or third parties. Portions of NCC Video may have additional restrictions and your access to NCC Video will be subject to those restrictions (e.g., you must be at least 18 years of age, or the applicable age of majority where you live, in order to access certain adult-oriented programming).
6. Network DVR. If you subscribe to NCC Video's Network DVR functionality, you may save programming on the Network DVR for later viewing. The number of programming hours that can be saved will depend on the level of Network DVR service you purchase.
7. Compliance with Law. You agree to use NCC Video, including all features and functionalities associated therewith, in accordance with all applicable laws (e.g., public performance limitations or other restrictions on any use of NCC Video or contents therein). You agree not to archive, download (other than through caching necessary for personal use), reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or otherwise use or gain access to all or any portion of NCC Video, except as explicitly authorized in these Terms of Use, without express written permission from NCC. You also agree not to: circumvent, remove, alter, deactivate, degrade, thwart or otherwise interfere with NCC Video; use any robot, spider, scraper or other automated means to access NCC Video; decompile, reverse engineer or disassemble NCC Video (e.g., software or other products); insert any code or product, or otherwise manipulate or interfere with NCC Video (e.g., running NCC Video on a device not permitted for use by us); or, use any data mining, data gathering, or extraction method. In addition, you agree not to upload, post, e-mail, or otherwise send or transmit any material designed to interrupt, interfere with, destroy, or limit the functionality of NCC Video, or other software, hardware, or telecommunications equipment associated with NCC Video (e.g., any software viruses or any other computer code, files, or programs). In the event that we learn that you are using any NCC Video in a manner that constitutes infringement of third-party intellectual property rights, including rights granted by U.S. copyright law, your NCC Video service will be terminated.

Section 3: ACCESS TO SERVICES

1. Login Credentials. You are responsible for any and all actions, omissions, or other activities related to your Login Credentials, including any Authorized Customers you permit to be use those credentials. Please be aware that to maintain exclusive control and ensure compliance with these Terms of Use, you may not reveal or share your Login Credentials with anyone. In addition, if you would like to ensure that others cannot access your Account by contacting Customer



Service (as defined in Section 5.1 below) and potentially altering your control, then you should take the necessary precautions not to reveal any personal or sensitive information used to identify yourself in connection with a lost password or user name (e.g., billing information, government issued IDs, or secret question answers). If you believe that your Account has been accessed by anyone other than you or any Authorized Customers you have permitted there under, or otherwise without permission or in any unauthorized manner, then you must contact us immediately at 877-407-3224. You are responsible for updating and maintaining the truth and accuracy of the information provided to us relating to your Account (e.g., current billing information for NCC Video (as defined below)). YOU UNDERSTAND THAT BY SHARING ACCESS TO OUR SERVICES OR YOUR LOGIN CREDENTIALS, OR BY OTHERWISE ALLOWING OTHERS TO ACCESS YOUR ACCOUNT,

YOU AGREE TO BE RESPONSIBLE FOR ASSURING THAT ANY AND ALL SUCH USERS COMPLY WITH THESE TERMS OF USE AND THAT YOU OR THE NAMED PERSON ON THE APPLICABLE ACCOUNT SHALL BE RESPONSIBLE FOR ANY AND ALL ACTIONS, OMISSIONS

AND/OR OTHER USE ASSOCIATED WITH SUCH ACCOUNT. PLEASE BE AWARE THAT IF YOU SHARE OR OTHERWISE MAKE YOUR ACCOUNT AVAILABLE TO ANY THIRD PARTY (E.G., FORGETTING TO LOG OUT OF YOUR ACCOUNT ON A SHARED OR PUBLIC DEVICE),

THEN SUCH THIRD PARTY(IES) MAY BE ABLE TO ACCESS ANY AND ALL INFORMATION CONTAINED IN YOUR ACCOUNT (E.G., CERTAIN PERSONAL INFORMATION, BILLING INFORMATION, SETTINGS, VIDEO RENTAL AND VIEWING HISTORY AND OTHER RELATED VIEWING PREFERENCES (IF ANY) ASSOCIATED WITH YOUR ACCOUNT).

2. Account Access; Cookies. In order to provide you with ease of access to your Account and to help administer NCC Video, NCC or its third party vendors may use technology that enables us to recognize you as an Authorized Customer and to provide you with direct access to your account without requiring you to retype any Login Credentials every time that you access, use, or otherwise revisit NCC Video, including via any Permitted Devices.
3. Suspension of NCC Video Services. In order to protect NCC and its affiliates, media providers, device providers, business partners, or other service providers or licensors (collectively, "Contributors"), we reserve the right, and may, from time to time and at any time, without providing notice to you, place on hold (or otherwise suspend) your NCC Video services in connection with any activity that we believe to be fraudulent, illegal, in violation of these Terms of Use, or otherwise suspicious. We may, but are not required to, evaluate or elect to provide credits, refunds, price adjustments or other discounts, compensation or recompense, from time to time and at any time, in our sole and absolute discretion.

Section 4: BILLING

1. Billing in Accordance with NCC's Residential Terms. You will be billed in accordance with the provisions of NCC's Residential Terms, incorporated by reference in Section 1.2 above.
2. No Returns, Credits or Refunds. YOU UNDERSTAND AND AGREE THAT PAYMENTS ARE NONREFUNDABLE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY PARTIALLY USED OR UNUSED SERVICE (E.G., TRANSACTIONAL SERVICES NOT DOWNLOADED OR FULLY VIEWED). Because charges are prepaid each billing period, following your cancellation of any of your NCC Video service, you will continue to have access to NCC Video through the end of your then-current billing period. Notwithstanding the forgoing, although not required or obligated, we reserve the right to evaluate or elect to provide credits, refunds, price adjustments or other discount, compensation or recompense, from time to time, and at any time, in our sole and absolute discretion; provided that any such elections to offer any such credits, refund, price adjustment or other discount, compensation or recompense in one instance does not entitle you to the same or any such benefit in the future for similar or unrelated instances, nor does it create any obligation whatsoever for us to offer such benefit to you or any other user in connection with any past, present, or future request under any circumstance whatsoever.
3. Restarting Your NCC Video Service. If you do not make timely payment for your NCC Video service, we may disconnect, suspend, limit, or terminate your access to NCC Video, and in such event, we will be immediately and forever wholly relieved from any and all of our duties and obligations to you under these Terms of Use. If your Account is disconnected for non-payment, or for any other reason whatsoever, then NCC may require that you pay, and you agree to pay, any amount due (regardless of how long outstanding, and including all past due charges and all outstanding balances accrued through the date of such disconnection), plus a restoration fee, before we reconnect your access to NCC Video. We are not obligated to reconnect your access to NCC Video. If your NCC Video service is disconnected for non-payment, or for any other reason whatsoever, then you may no longer be eligible, even if you pay to restart your NCC Video service, to receive any remaining credits or promotional pricing that you would have been eligible to receive had your NCC Video service not been disconnected, suspended, limited, or terminated. Unless required by applicable law, deposits will not be held segregated from other funds and will not earn or accrue interest

Section 5: CUSTOMER SUPPORT SERVICES AND RELATED COMMUNICATIONS



1. Customer Support Service. NCC may elect to provide Account support services or other assistance in connection with your Account ("Customer Service(s)"). The levels, methods, and availability of our Customer Service offered is determined by us, in our sole and absolute discretion; we have no obligation to provide any Customer Service whatsoever in connection with NCC Video. If we make available or otherwise provide Customer Service, then such Customer Service is considered part of NCC Video for purposes of these Terms of Use, including any and all restrictions, disclaimers, and limitations herein.
2. Communications. By signing up for NCC Video, you hereby consent to receive electronic communications from us and other Contributors related to such account and NCC Video. These communications may involve sending emails to the email address you provided during registration, or delivering electronic communications via your Account, and will include notices about your Account (e.g., payment authorizations, password or payment method changes, confirmation e-mails, notices, and other similar or transactional information related to such account); these communications are part of NCC Video and your relationship with us. You agree that any notice, agreements, disclosures, or other communications that we send to you electronically, as described herein, will satisfy any legal communication requirements (e.g., that such communications be in writing and through an appropriate method). You also consent to receiving other electronic communications from us, such as newsletters about new NCC Video features and content, special offers, promotional announcements, and customer surveys. If you no longer want to receive certain non-transactional communications via email, please contact Customer Service at 701-568-3331, click on the "Unsubscribe" link contained in any email, or on any other link that indicates that you would like to be removed from future, similar non-transactional communications.

Section 6: INTELLECTUAL PROPERTY

1. NCC Property. NCC Video, including any and all content made available in connection with your access and use of NCC Video, is protected by domestic and international copyright, trade secret, trademark, and other intellectual property laws.
2. Reporting Claims. If you have a reasonable belief that your or any other's protected works have been reproduced or distributed in a way that constitutes copyright infringement, or are otherwise aware of any content available in connection with NCC Video that may be infringing, violating, or otherwise misappropriating the your rights or such other party's rights, then please notify us immediately in writing at ncc@nccray.com.

Section 7: DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. CERTAIN OF OUR SERVICES MAY REQUIRE THE USE OF ADDITIONAL DATA, AND THAT ANY INCREASED COSTS, FEES, OR OTHER AMOUNTS DUE TO BE PAID BY YOU AS A RESULT OF ANY INCREASE IN USAGE (E.G., USAGE OF DATA) IN CONNECTION WITH THE SERVICES WILL BE YOUR SOLE RESPONSIBILITY.
2. WE HEREBY DISCLAIM ANY, AND YOU AGREE THAT WE HAVE, NO OBLIGATION WHATSOEVER TO REPLACE OR SUPPLEMENT ANY SERVICES, PACKAGE OF SERVICES, OR PORTION OF ANY SERVICE(S) THAT WE CHANGE. WE ARE NOT OBLIGATED, AND YOU ARE NOT ENTITLED AND HEREBY WAIVE ANY RIGHT, TO ANY CREDIT, REFUND, PRICE ADJUSTMENT, OR ANY OTHER DISCOUNT, COMPENSATION OR RECOMPENSE FOR ANY AMOUNT PAID BY YOU TO RECEIVE REPLACEMENT, SUPPLEMENTAL OR ALTERNATE SERVICES, PACKAGES OF SERVICES AND/OR PORTION OF SERVICES AS A RESULT OF ANY CHANGE.
3. ANY MEDIA, SOFTWARE, OR OTHER MATERIAL OR CONTENT DOWNLOADED, STREAMED OR OTHERWISE OBTAINED THROUGH USE OF OUR SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR TELEVISION, RECEIVER, DEVICE OR OTHER HARDWARE, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, STREAMING OR OBTAINING OF ANY SUCH MEDIA, SOFTWARE OR OTHER MATERIAL OR CONTENT. NEITHER NCC NOR ANY OTHER CONTRIBUTOR ASSUMES ANY RESPONSIBILITY, AND WILL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, CORRUPT, OR OTHERWISE HARM ANY OF YOUR PROPERTY OR THE PROPERTY OF ANY THIRD PARTY, INCLUDING YOUR SOFTWARE, DEVICE OR OTHER HARDWARE.
5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NCC OR THE OTHER CONTRIBUTORS, OR VIA YOUR ACCOUNT OR USE OF THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

Section 8: LIMITATION OF LIABILITY

1. Force Majeure. WITHOUT LIMITING THE GENERALITY OF ANY OTHER APPLICABLE TERMS AND CONDITIONS, NEITHER NCC NOR ANY OTHER CONTRIBUTORS WILL BE LIABLE TO YOU FOR ANY FAILURE TO PERFORM THAT IS CAUSED BY OR OTHERWISE RESULTS FROM ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, FIBER CUTS,



2. SERVER, INTERNET, SATELLITE OR UPLINK FAILURE, ACTS OF ANY GOVERNMENTAL BODY, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.

Section 9: NOTICE

1. Notice. Any notice required or permitted to be given by NCC may be provided by any reasonable means, including by mail, insertion into your monthly invoice, by telephone or by e-mail. If we send you notice by mail, it will be considered given the day after it is deposited in the U.S. mail, addressed to you at your mailing address of record as then-currently stated in our records. If we send you notice via e-mail, including notice directing you to changes published on our Website, such notice will be considered given upon sending to your e-mail address of record as then currently stated in our records. If we give you notice by telephone, it will be considered given when personally delivered to you or when left as a message at your phone number of record as then-currently stated in our records. Unless otherwise specified in these Terms of Use, any notice required or permitted to be given by you under these Terms of Use must be in writing and be sent to the following address: NCC, PO Box 38, Ray ND 58849 and will be deemed given only when such notice is received by us at this address. If your name, contact information or other account information is no longer accurate or otherwise changes, then you must promptly notify NCC of such change or correction.