

COLTONTEL TELEPHONE COMPANY
INTERNET ACCESS TERMS AND CONDITIONS

1. **Description of Services.** COLTONTEL provides users with access to the Internet or World Wide Web for information searching and transfer and access to a personal Internet e-mail account for the sending and receiving of electronic mail (the "Services"). Upon your request, COLTONTEL may provide a software starter kit allowing you to access the Internet (the "Software") and may also provide equipment allowing you to access the Internet at high speeds (the "Equipment").
2. **Acceptance of Terms.** The Software, Equipment and Services are offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your execution of this Agreement and your use of the Software, Equipment and Services signify your agreement to all such terms, conditions and notices.
3. **Modification of Terms.** COLTONTEL reserves the right, in its sole discretion, to update or revise these terms, conditions and notices under which the Software, Equipment and Services are offered without prior notice. Your continued use of the Software, Equipment and Services following any changes constitutes acceptance of all such terms, conditions and notices.
4. **Third-Party Internet Sites.** COLTONTEL's website, www.colton.com, may produce automated search results or otherwise link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These sites are not under the control of COLTONTEL and COLTONTEL is not responsible for the content of these sites. The inclusion of any link does not imply endorsement by COLTONTEL of the site or any association with its operators.
5. **Your Account , Password and Security.** You represent and warrant that:
 - a. You have reached the age or majority (at least 18 years of age) and that you possess the legal right and ability to enter into this Agreement and use the Software, Equipment and Services in accordance with this Agreement.
 - b. You shall provide true, accurate, current and complete information about yourself as prompted by COLTONTEL's registration process or as otherwise requested by COLTONTEL or its agents. You agree to promptly notify COLTONTEL of any changes to this information as required to keep it true, accurate, current and complete.
 - c. Unless otherwise agreed to in writing, your right to use the Software, Equipment and Services or to designate users is not transferable and is subject to any limits established by COLTONTEL.
 - d. You are responsible for and must provide all telephone lines, equipment and other services not provided by COLTONTEL necessary to access the Services.
 - e. You agree that the Software that is supplied by COLTONTEL, if any, is protected by intellectual property laws and is provided subject to the terms of this Agreement and the end user license agreement, if any, which is included with the

Software. You agree to register any Software requiring registration within 30 days following the installation of the software on your computer and otherwise comply with the terms of the end user license agreement.

- f. You agree that the Equipment that is supplied by COLTONTEL, if any, shall at all times be owned by COLTONTEL. You hereby agree not to sell, transfer, lease, assign any interest in or encumber all or any part of such Equipment. You further agree to return such Equipment following termination pursuant to the terms of Section 11(d) below.
- g. You are responsible for your account and the maintenance of all passwords related to your account. You are solely responsible and liable for any and all activities that occur under your account, including without limitation all activities of any designated users. You are also responsible for maintaining the confidentiality of your account and all passwords related to your account. You agree to immediately notify COLTONTEL of any unauthorized use of your account or any passwords related to your account or of any other breach of security and to provide assistance to COLTONTEL to stop and/or remedy any such breach. COLTONTEL shall not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by COLTONTEL or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.
- h. You are solely responsible for maintenance of your equipment and software and upgrading that equipment and software as may be necessary.
- i. You are solely responsible for backing up your data, files and equipment as may be necessary.

6. **Billing and Payment.**

- a. You agree to pay all fees, charges and taxes, if any, incurred which relate to the provision and/or use of the Software, Equipment and Services in accordance with the provisions of the billing option you have selected at the rates then in effect for the billing period in which those charges are incurred, including without limitation, installation fees, set up fees, subscription fees, connect time charges and minimum charges. In addition, you are responsible for all fees and charges for any purchases made through the Services, any toll or long distance charges incurred while connecting to the Services from outside the applicable Extended Area Service calling area, if any, any surcharges incurred while using any supplemental networks or services accessed through the Services and fees associated with maintenance, repair or correction of the Software, Equipment and Services resulting from your use.
- b. COLTONTEL shall begin charging you on the date that you subscribe for the Services. Payment shall be payable in advance at such place as may be designated by COLTONTEL.
- c. COLTONTEL reserves the right, in its sole discretion, to modify the rates, terms and conditions for the Software, Equipment and Services and the billing option

you have selected without prior notice. COLTONTEL reserves the right to change any and all fees from time to time without notice.

- d. If any payment due hereunder is not made within fifteen (15) days of the beginning of the billing period, it is considered past due. COLTONTEL may temporarily disconnect the Services without notice if accounts become more than 30 days past due. If any payment due hereunder is not made within thirty (30) days of account suspension, COLTONTEL may terminate the Services and refer the account to an attorney and/or collection agency. You agree to pay all costs incurred by COLTONTEL in the collection of any delinquent charges due under this Agreement or in the enforcement of this Agreement, including without limitation, attorney's fees.
 - e. If COLTONTEL agrees to reactivate Services that have been terminated, COLTONTEL reserves the right to charge the non-refundable reactivation fee then in effect. If any check is returned unprocessed, COLTONTEL reserves the right to charge to your account a non-refundable returned payment fee of \$25 or the maximum amount permitted by law, whichever is greater.
7. **Use of Services.** You shall comply with the Acceptable Use Policy provided with the Internet Application and any other rules and regulations adopted by COLTONTEL.
8. **DISCLAIMERS.**
- a. YOU ACKNOWLEDGE AND AGREE THAT:
 - i. ALL USE OF THE SOFTWARE, EQUIPMENT AND SERVICES IS AT YOUR OWN RISK.
 - ii. THE INFORMATION, SOFTWARE, EQUIPMENT AND SERVICES INCLUDED IN OR AVAILABLE THROUGH COLTONTEL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND.
 - iii. COLTONTEL DOES NOT GUARANTEE ERROR-FREE, UNINTERRUPTED, TIMELY OR SECURE OPERATION OF THE SOFTWARE, EQUIPMENT AND SERVICES.
 - iv. COLTONTEL DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT AND SERVICES WILL MEET YOUR REQUIREMENTS.
 - v. COLTONTEL DOES NOT GUARANTEE THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SOFTWARE, EQUIPMENT AND SERVICES WILL BE ACCURATE OR RELIABLE.
 - vi. NEITHER COLTONTEL NOR ITS EMPLOYEES, CONTRACTORS, OFFICERS OR DIRECTORS ARE RESPONSIBLE OR LIABLE FOR ANY LOSS, DELETION OR ALTERATION OF ANY TRANSMISSIONS OR DATA, INCLUDING WITHOUT LIMITATION, ANY E-MAIL MESSAGES OR ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED.
 - vii. COLTONTEL IS NOT RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY.

- viii. NEITHER COLTONTEL NOR ITS EMPLOYEES, CONTRACTORS, OFFICERS OR DIRECTORS ARE RESPONSIBLE FOR ANY content THAT IS TRANSMITTED THROUGH THE NETWORKS OF COLTONTEL OR OTHERS OR THAT IS SENT, RECEIVED OR ACCESSED USING THE SERVICES BY YOU OR ANY THIRD PARTY.
 - ix. COLTONTEL IS NOT RESPONSIBLE FOR LOSS OR DAMAGE TO YOUR EQUIPMENT, SOFTWARE, MATERIAL, INFORMATION OR DATA ARISING DIRECTLY OR INDIRECTLY OUT OF INSTALLATION OR MAINTENANCE OF THE SERVICES.
 - b. COLTONTEL MAKES NO CONDITIONS, WARRANTIES OR REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, USABILITY, SECURITY, QUALITY, CAPACITY, PERFORMANCE, AVAILABILITY, TIMELINESS OR ACCURACY OF THE INFORMATION, SOFTWARE, EQUIPMENT AND SERVICES SUPPLIED UNDER THIS AGREEMENT OR THE NETWORKS OF THIRD PARTIES. COLTONTEL EXPRESSLY DISCLAIMS ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE AND NON-INFRINGEMENT, WHETHER ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.
9. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL COLTONTEL, ITS EMPLOYEES, CONTRACTORS, OFFICERS AND DIRECTORS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OPPORTUNITY, EARNINGS, USE OR DATA, ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO THIS AGREEMENT OR THE USE OR MISUSE OF THE SOFTWARE, EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, DELAYS, ERRORS, INTERRUPTIONS, MISTAKES, OMISSIONS, NONDELIVERY, INCORRECT DELIVERY, VIRUSES OR DEFECTS IN THE TRANSMISSION OF ANY INFORMATION, MATERIAL OR DATA OVER OR THROUGH COLTONTEL'S SYSTEMS OR NETWORKS OR THE SYSTEMS OR NETWORKS OF THIRD PARTIES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH ANY OF THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES AND TERMINATE THIS AGREEMENT.
10. **Indemnification.** You agree to defend, indemnify and hold harmless COLTONTEL and its employees, contractors, officers and directors from all liabilities, claims and expenses, including without limitation, attorney's fees, that arise from your use or misuse of the

Software, Equipment and Services. You further agree to compensate anyone harmed by your abusive, objectionable or unauthorized use of COLTONTEL's network.

11. Termination.

- a. You may terminate your account at any time by contacting COLTONTEL in person, by telephone, by letter or by e-mail and specifying your request for termination, your name and your contact telephone number. COLTONTEL will process your termination request effective the date your request is received.
- b. COLTONTEL may, in its sole discretion, modify, suspend, restrict, discontinue or terminate all or part of the Services at any time without notice for any reason.
- c. Termination of the Services shall not relieve you from any amounts owing or any other liability accruing under this Agreement prior to the time that such termination becomes effective.

12. Miscellaneous.

- a. This Agreement, including any and all documents, rules, terms and policies referenced herein, constitutes the entire agreement between COLTONTEL and you with respect to this matter and supersedes all prior and contemporaneous agreements and understandings with respect to such matters.
- b. The failure of COLTONTEL to insist upon or enforce strict performance or any provision of this Agreement shall not be construed as a waiver of any provision or right.
- c. In the event that any portion of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
- d. This Agreement shall be governed by the laws of Oregon. You hereby irrevocably consent to the exclusive jurisdiction of the courts and venue of courts in Clackamas County, Oregon in connection with all disputes arising out of or relating to the use of the Services.
- e. COLTONTEL may at any time assign its rights and obligations under this Agreement, in whole or in part, without notice. This Agreement is not assignable by you.
- f. This Agreement will inure to the benefit of and bind you and COLTONTEL and our respective personal and legal representatives, successors and permitted assigns.

By signing below, you are agreeing to the above-listed Terms and Conditions.

User's full name (please print) _____

User's signature _____ Date _____