

## WILLAMETTE VALLEY INTERNET (WVI) SERVICE AGREEMENT

1. **Description of Services.** WVI 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, WVI 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.** WVI 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.** WVI's website, [www.wvi.com](http://www.wvi.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 WVI and WVI is not responsible for the content of these sites. The inclusion of any link does not imply endorsement by WVI 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 of 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 WVI's registration process or as otherwise requested by WVI or its agents. You agree to promptly notify WVI 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 WVI.
  - d. You are responsible for and must provide all telephone lines, equipment and other services not provided by WVI necessary to access the Services.
  - e. You agree that the Software that is supplied by WVI, 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 WVI, if any, shall at all times be owned by WVI. 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 WVI 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 WVI to stop and/or remedy any such breach. WVI 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 WVI 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.
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. WVI 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 WVI.
  - c. WVI 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. WVI 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. WVI 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, WVI may terminate the Services and refer the account to an attorney and/or collection agency. You agree to pay all costs incurred by WVI 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 WVI agrees to reactivate Services that have been terminated, WVI reserves the right to charge a non-refundable reactivation fee of \$10 to your account. If any check is returned unprocessed, WVI reserves the right to charge a non-refundable returned payment fee of \$25 to your account.
7. **Use of Services.** You shall not use the Services for any purpose that is unlawful or prohibited by the terms, conditions and notices under this Agreement. In addition, you shall not use the Services to:
  - a. Defame, abuse, harass, stalk, intimidate, threaten or otherwise violate the legal rights of others.
  - b. Publish, post, upload, distribute, disseminate or otherwise transmit any material or information that is inappropriate, vulgar, profane, obscene, indecent, harmful, hateful, threatening, abusive, racially, ethnically or otherwise objectionable, defamatory, libelous, unlawful or invasive of another's privacy.
  - c. Harm minors in any way.
  - d. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.
  - e. Collect or store personal data about other users.
  - f. Publish, post, upload, distribute, disseminate or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, bulk e-mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
  - g. Publish, post, upload, distribute, disseminate or otherwise transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or any other similar software or programs that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, telecommunications equipment or property of another.
  - h. Publish, post, upload, distribute, disseminate or otherwise transmit any material or information that you do not have a right to transmit under any law or under contractual, employment or fiduciary relationships.
  - i. Publish, post, upload, distribute, disseminate or otherwise transmit any images, photographs, software or other material or information that infringes any copyright, trademark, patent, trade secret or other proprietary right of another.
  - j. Interfere with or disrupt the Services or the servers or networks connected to the Services or disobey any requirements, procedures, policies or regulations of the networks connected to the Service, including without limitation, engaging in unauthorized computer or network trespass, obstructing or bypassing computer identification procedures or scanning or probing another computer.
  - k. Promote or provide instructional information about illegal activities, including without limitation, providing instructions on how to assemble bombs, grenades or other weapons, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.
  - l. Damage, disable, overburden or impair any Services or any network connected to the Services or interfere with any other party's use and enjoyment of the Services.

- m. Gain unauthorized access to any Services, other accounts, computer systems or networks connected to any Services through hacking, password mining or any other means.
  - n. Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
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 WVI ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND.
    - iii. WVI DOES NOT GUARANTEE ERROR-FREE, UNINTERRUPTED, TIMELY OR SECURE OPERATION OF THE SOFTWARE, EQUIPMENT AND SERVICES.
    - iv. WVI DOES NOT GUARANTEE THAT THE SOFTWARE, EQUIPMENT AND SERVICES WILL MEET YOUR REQUIREMENTS.
    - v. WVI 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 WVI 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. WVI IS NOT RESPONSIBLE OR LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY.
    - viii. NEITHER WVI NOR ITS EMPLOYEES, CONTRACTORS, OFFICERS OR DIRECTORS ARE RESPONSIBLE FOR ANY CONTENT THAT IS TRANSMITTED THROUGH THE NETWORKS OF WVI OR OTHERS OR THAT IS SENT, RECEIVED OR ACCESSED USING THE SERVICES BY YOU OR ANY THIRD PARTY.
    - ix. WVI 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. WVI 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. WVI 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 WVI, 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 WVI'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 WVI 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.
11. **Termination.**
- a. You may terminate your account at any time by contacting WVI in person, by telephone, by letter or by e-mail and specifying your request for termination, your name and your contact telephone number. WVI will process your termination request effective the date your request is received.
  - b. WVI 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 WVI 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 WVI 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 Marion County, Oregon in connection with all disputes arising out of or relating to the use of the Services.
  - e. WVI 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 WVI and our respective personal and legal representatives, successors and permitted assigns.

DATED: \_\_\_\_\_, \_\_\_\_\_

SIGNED: \_\_\_\_\_