

## Acceptable Use Policy

This Acceptable Use Policy is in addition to Molalla Communication's Terms of Service and together the documents constitute the "Agreement" between Molalla Communications ("Molalla Communications" or "our") and the customer ("you" or "your"). By using Molalla Communication's Internet Services and related services (collectively, the "Services"), you agree to the following terms:

This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, hardware and software used in conjunction with the Services that is provided to you from Molalla Communications for your use in connection with the Services (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder. If you do not wish to be bound by this Agreement or any modifications that may be made by Molalla Communications from time to time (as described in the Changes to the Agreement section below) do not activate or use the Services and immediately contact Molalla Communications.

### Prohibited Use

✓ Use of the Services for any activity that violates federal, state, local, or international law, order or regulation, is a violation of this Agreement. Prohibited activities include, but are not limited to:

1. Posting, storing, transmitting or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.

2. Disseminating material which violates copyright or intellectual property rights. You assume all risk regarding whether material is in the public domain.

3. Pyramid or other illegal soliciting schemes.

4. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.

✓ You agree (by using our services) to indemnify and hold harmless Molalla Communications, our agents, and/or our employees from and against any and all claims, suits, cases, damages, losses or expenses arising out of or in the course of using our services

✓ You shall fully defend, indemnify, and hold harmless Molalla Communications from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (without limitation) whether brought by an individual or other entity or imposed by a court of law or by administrative action of any federal, state or local governmental body or agency arising out of, in any way whatsoever any acts, omissions, negligence or willful misconduct on the part of Molalla Communications, its officers, owners, personnel, contractors, agents, invitees or volunteers

✓ You are responsible for any misuse of the Services that originates from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others do not gain unauthorized access to the Services.

✓ The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. The Services 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 that you are not expressly authorized to access, and probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

- ✓ The Customer may not resell the Services, or any of them, without the express written consent of Molalla Communications, which may be granted or withheld in Molalla Communication's sole discretion.
- ✓ You shall not connect servers of any type to the Services. Molalla Communications reserves the right to suspend or terminate Service without advance warning if a violation of this policy is detected.
- ✓ Use of distribution lists in electronic mail or other mass electronic mailings is subject to prior written approval of Molalla Communications, which will be granted or withheld in its sole discretion. Without limiting the foregoing, Molalla Communications does not allow use of the email system to distribute advertisements, solicitations or any other form of marketing/sales commonly referred to as spamming.
- ✓ The use of list, blind copies, relaying to addresses via email is unacceptable use of the Services.

### **Changes to the Agreement**

- ✓ Molalla Communications may revise this Agreement and provide notice of such material changes to you by posting notice on its website. Such changes shall be deemed effective upon the notice being posted. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THEY ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES. If you do not agree with any of the amendments to this Agreement, you agree to immediately stop using the Services and to immediately notify Molalla Communications of your termination of this Agreement. You should consult this document regularly to ensure that your usage conforms to the most recent version. In the event of conflict between any customer agreement and this Agreement, the terms of this Agreement will govern.
- ✓ Molalla Communications reserves the right to change without notice, the Services including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, and services offered.

### **Rights and Remedies**

- ✓ Molalla Communications prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if you use the Services in a way that Molalla Communications, in its sole discretion, believes violate this Agreement; Molalla Communications may take any responsive actions deemed appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Molalla Communications will not have any liability for any such responsive actions. The above described actions are not Molalla Communication's exclusive remedies; Molalla Communications may take any other legal or technical action it deems appropriate.
- ✓ Molalla Communications reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and the complaining party, if any, and examination of material on Molalla Communication's servers and network. During an investigation, Molalla Communications may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.

- ✓ You authorize Molalla Communications to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include Molalla Communications providing the username, IP address, or other identifying information about you, in accordance with Molalla Communication's privacy policy.
- ✓ Upon termination of your account, Molalla Communications is authorized to delete any files, programs, data and email messages associated with such account.
- ✓ Upon cancellation of your broadband service, the modem must be returned within 10 business days or a charge of \$99 will be assessed to your account.
- ✓ The failure of Molalla Communications to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- ✓ Due to the public nature of the Internet, all email is considered publicly accessible and important information should be treated carefully. Molalla Communications is not liable for protection or privacy of electronic mail and information transferred through the Internet.
- ✓ Any email account that is not accessed for a period of 120 days, will be removed from Molalla Communications servers. All associated email and contacts will be deleted upon removal of the email account. The retention period for email that is classified as spam is 30 days. All email that is classified as spam will be quarantined and will be automatically deleted from Molalla Communications servers 30 days after receipt of the email.
- ✓ Web pages included in accounts are specifically designated and shall be monitored by Molalla Communications for compliance. Molalla Communications reserves the right to assess appropriate account type fees in the event you publish pages contrary to the stated account web page type (e.g. personal pages used in a commercial manner).
- ✓ Without limitation to its rights, Molalla Communications reserves the right to terminate access to Services for any Customer account which has become inactive, as determined by Molalla Communications.
- ✓ Molalla Communications reserve the right to distribute to existing customers information, facts, modifications, changes, improvements, problems and any other information deemed necessary by Molalla Communications via its email systems.
- ✓ The laws of the State of Oregon shall govern this Agreement without regard to its choice of law provisions.
- ✓ If any one or more provisions in this Agreement are found to be unenforceable or invalid, Customer and the Molalla Communications agreement on all other provisions shall remain valid.
- ✓ All prices are based on a one year commitment for Broadband service from Molalla Communications. An early termination fee will be assessed if Customer terminates the Agreement for any reason before the end of one year.
- ✓ Speed may vary from subscribed speeds due to line condition, distance from office and internet destination sites.

✓ Broadband is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with Molalla Communications' standard business practices. Molalla Communications cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless Molalla Communications and its officers, directors, employees and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.

✓ Molalla Communications provides internet access accounts and doesn't allow login sharing. Molalla Communications provides one account access (connection) at a time. If you have simultaneous logins with the same login account at the same time while being an account holder, you violate the condition of one user, one account, and one login at a time. Such violations will be detailed by date and time of each violation and you may be responsible for payment of additional accounts.

✓ You are solely responsible for the protection of your identity from identity theft. Molalla Communications does not verify the security of any internet site. Your use of personal information while on the internet places you at risk of identity theft.

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Signature

Date