

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 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 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 router must be returned within 10 business days or a charge of \$150 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.
- ✓ 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.

Signature

Date

OPEN INTERNET POLICY

Molalla Communications adopts this Open Internet Policy to promote the Internet as an open platform enabling customer choice, freedom of expression, end-user control, competition, and the freedom to innovate without permission.

No Unreasonable Discrimination: Molalla Communications does not unreasonably discriminate in transmitting lawful network traffic over a customer's broadband Internet access service, subject to reasonable network management. Reasonable network management practices are set out below.

Molalla Communications does not:

- Discriminate among specific uses, or class of uses, of its network
- Impair, degrade or delay VoIP applications or services that compete with its voice services or those of its affiliates
- Impair, degrade, delay or otherwise inhibit access by customers to lawful content, applications, services or non-harmful devices
- Impair free expression by actions such as slowing traffic from particular web sites or blogs
- Demand pay-for-priority or similar arrangements that directly or indirectly favor some traffic over other traffic
- Prioritize its own application, services or devices or those of its affiliates

No Blocking: Molalla Communications does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Network management practices are set forth below.

NETWORK MANAGEMENT PRACTICES

General: Molalla Communications manages its network to provide the best service possible to its customers. Molalla Communications cannot guarantee that it can prevent spam, viruses, security attacks, network congestion and other actions which can affect service, but does use various filters, monitoring efforts and other measures to minimize the effects of spam, viruses, security attacks, network congestion and other actions which can affect the service provided to customers.

Congestion: Molalla Communications has not experienced substantial problems with congestion. However, it may be possible that there are congestion events that may occur in the future, particularly as it may be related to the service capacity from third parties used by Molalla

Communications to provide the customer with access to the world. Such service capacity is outside the control of Molalla Communications.

Where feasible, Molalla Communications will address congestion issues through improvements to its network or the capacity purchased from other providers needed to connect to the outside world. Such processes take time to implement and may not be feasible in all situations. Therefore, Molalla Communications reserves the right to monitor and identify which customer accounts are using the greatest amount of bandwidth during periods of heavy congestion and to work to provide solutions to address those issues. If a preferred solution cannot be worked out with the customer or customers, Molalla Communications reserves the right to manage the Internet traffic of high volume customers during periods of significant congestion. This means that the affected customers will still be able to access the Internet and engage in activities that they desire, but during certain periods of time they may experience conditions such as longer times to download or upload files, slower access and slower movements during online game playing. It is expected that any periods of traffic management due to congestion will be brief and infrequent.

Use of Network: In no case will Molalla Communications discriminate among customers on the basis of the type of content, applications, services or devices which the customer uses.

Applications: Customers may use any lawful and commercially available application which they desire. Molalla Communications does not normally monitor the contents of the traffic or applications of the customers and undertakes no obligation to monitor or investigate the lawfulness of any specific application used by a customer. Molalla Communications will only take steps regarding an application-specific behavior by a customer if there is a reasonable belief that the application will cause harm to Molalla Communications' network or is unlawful, including but not limited to, violations of intellectual property rights.

Devices: A customer may use any lawful, compatible type-accepted and commercially available device which they desire on the network provided by Molalla Communications, as long as such device does not harm the network.

Other Matters: Other terms and conditions for use are found in Molalla Communications' Acceptable Use Policy (AUP) at

<http://www.molalla.com/documents/Acceptable Use Policy Updated 12.5.2008.pdf>.

PERFORMANCE CHARACTERISTICS

The pricing and other terms and conditions for the service provided by Molalla Communications can be found at www.molalla.com/internet.html. The service provided is a DSL type of service consisting of fiber optic. The expected access speeds in the fiber to the home portion of the network range from 1Mg to 1Gig, depending on the electronics installed.

Actual access speeds and delay times or latency are impacted by the length, capacity and congestion of transport facilities purchased by Molalla Communications from third party providers. Molalla Communications cannot guarantee that it will be able to obtain capacity from

these third party providers at commercially reasonable prices if and when additional third party capacity is needed to reach Internet nodes.

Molalla Communications' ability to deliver the speeds set forth above may be affected by significant use of specialized services such as Internet-based video services. This is a growing area and its effect on Molalla Communications' ability to provide service at the speeds listed above are unknown at this time.

PRIVACY

Molalla Communications' privacy policy can be found at www.molalla.com/publicnotices.htm. As a general statement, Molalla Communications does not usually entail inspection of network traffic. Molalla Communications does retain and store certain traffic information for time periods required by federal and state law, including, but not limited to, the identity of the customer using a particular IP address during a specific period of time. Molalla Communications does assist law enforcement and provides traffic information that it may have available to it when requested pursuant to the Communications Assistance for Law Enforcement Act, the Foreign Intelligence Surveillance Act and other applicable national and state security and criminal statutes.

MOLALLA COMMUNICATIONS DOES NOT COLLECT, STORE OR USE TRAFFIC INFORMATION TO PROFILE ITS CUSTOMERS IN ORDER TO SELL ADDITIONAL SERVICES TO THEM OR FOR NON-NETWORK MANAGEMENT PURPOSES.

COMPLAINTS

If a customer has complaints about the service, they are urged to contact us at 503-829-1100 or customersupport@molalla.com. A customer always has the right to file a complaint with the Federal Communications Commission at www.fcc.gov.

RESERVATION OF RIGHTS/AMENDMENTS

In the event of any conflict between material found on other links on Molalla Communications' web site and this Open Internet Policy, the more specific terms at the other links shall control.

Molalla Communications may modify this Policy and other policies it has linked for the customer from time to time at its discretion. Notice of such changes will be posted on this web site. However, individual notice to customers, content providers, application providers, service providers or device providers by any means whatsoever shall not be provided unless specifically required to by federal or state law. Notice of changes will be provided in advance normally upon a thirty day basis. However, Molalla Communications reserves the right to use a shorter notice period when circumstances so warrant.