

# OnlineNW Month-to-Month DSL Contract

## Terms and Conditions

- 1) McMinnville Access Company DBA OnlineNW ("OnlineNW") exercises no control whatsoever over the content of the information passing through OnlineNW. OnlineNW makes no warranties of any kind, whether expressed or implied, for the service it is providing. OnlineNW also disclaims any warranty of merchantability or fitness for a particular purpose. OnlineNW will not be responsible for any damage suffered by Customer. This includes a loss of data resulting from delays, non-deliveries or service interruptions caused by its own negligence or Customer's errors or omissions. Use of any information obtained via OnlineNW is at the Customer's own risk. Customer agrees to assume the full risk of use of this service. OnlineNW specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 2) OnlineNW may only be used for lawful purposes and use of the service must be within OnlineNW Acceptable Use Policy. Transmission of any material in violation of any state or federal regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene or material protected by trade secret. Customer agrees to indemnify and hold OnlineNW harmless from any claim resulting from Customer's use of the service, which damages Customer or another party.
- 3) Any access to other networks connected to OnlineNW must comply with the rules appropriate for that other network.
- 4) Customer may not re-transmit, re-route, re-direct, or re-sell internet Access by any means, or for any reason. Internet Access is for Customer use only. Customer is prohibited from re-directing or broadcasting Internet access whether via wire-line or wirelessly for any use other than Customer's own use. Wireless access points used by Customer must be locked down such that no other person or entity can gain Internet access through Customer's wireless access point. Customers not adhering to this policy will have their Internet account shut down immediately.
- 5) DSL is a burstable technology and is distance sensitive. Actual throughput data rates will vary.
- 6) Please be advised that the "always on" nature of broadband Internet connection makes Customer's equipment more susceptible to hacking activity. Company highly recommends that Customer purchase and installs anti-virus and firewall protection to safeguard Customer's data and equipment against such activity.
- 7) Customer Notification - As a OnlineNW DSL Customer you should be aware of the following:
  - a) OnlineNW DSL requires the delivery of a new Verizon telephone line. The new line will be used solely for the transmission of OnlineNW DSL and will have no voice capability and there will no charge to the customer from Verizon.
  - b) Monthly billing for DSL service will begin on the date service is installed or 5 business days after the new line is delivered by Verizon whichever date is earlier.
  - c) Installation may require some modification to the inside telephone wiring at the jack location selected for the DSL installation. The computer or router must be near to a phone jack that is selected to for the DSL installation.
  - d) The final determination of service availability will be at the time of install. The installer will provide a detailed work plan of how the service will be implemented. Before doing any actual work, the Customer must accept any indicated conditions.
  - e) Prior to installation at least one computer must have an installed Ethernet connection.
  - f) If Customer wants DSL service to be connected to multiple computers upon installation, Customer must notify OnlineNW when placing the install order. OnlineNW home networking service requires purchase of a wireless router with built-in modem and may require wireless adaptors and/or wi-fi cards which are sold separately.
  - g) OnlineNW is not responsible for networking or configuring routers supplied by the customer.
  - h) If Customer fails to keep equipment in good working order, Customer shall incur a charge equal to the replacement cost of said equipment.
- 8) Customer Relocation Provision: Where the Customer relocates to a different service address the following conditions shall apply. a) Where the Customer moves to a location where DSL service is available, Customer agrees to pay OnlineNW \$75.00 for provisioning and installation at the new address. b) Where Customer moves to a location where DSL service is not available Customer may terminate this agreement so far as; Customer account is paid in full, including any non-recurring fees. The Customer will still be required to provide a 30-day written notification of cancellation.
- 9) This DSL account is month to month and a 30-day written notification is required for cancellation.
- 10) Payment is due within 20 days after date of invoice. Accounts are in default if payment is not received 30 days after the due date. If your payment is returned to OnlineNW unpaid, you are immediately in default and subject to returned check charge of \$25.00. Accounts unpaid 40 days after date of invoice may have their service interrupted and may be subject to a \$25.00 re-activation fee. Such interruption does not relieve Customer from the obligation to pay the monthly charge. Only a written request to terminate Customer's service in accordance with this document relieves you of the obligation to pay the monthly account charge. Accounts in default are subject to a late payment charge of \$2.00 per month or 1.5% whichever amount is greater. OnlineNW reserves the right to change the rates and otherwise modify these Terms and Conditions without notice.
- 11) Customer represents and warrants that Customer is over 18 years of age, that Customer has read this Agreement and Customer accepts and agrees to all of the terms and conditions of Service as set forth above.
- 12) Customer agrees to indemnify, defend, through attorneys reasonably acceptable to Company, and hold Company, its officers, agents, and employees harmless from and against any claim, damages, loss, proceeding, liability, judgment, settlement, costs, or expense (including reasonable attorneys' fees, fines, and penalties) of every kind and character suffered by Company, its officers, agents, and employees by reason of any breach or alleged breach or failure of any of the agreements, representations, duties, or obligations of Customer under this Agreement. This indemnification obligation shall survive the expiration or termination of this Agreement.
- 13) 30-Day Money-Back Guarantee: OnlineNW offers a 30-day money-back guarantee for DSL service. Only initial activations of OnlineNW services are eligible for this offer. Service renewals, OnlineNW service plan changes, and hardware replacements and upgrades are not eligible for this offer. You may cancel your OnlineNW DSL within 30 days of activation and return the DSL modem to OnlineNW for any reason for a full refund. However, if you fail to return your modem received as part of your OnlineNW DSL service within 15 days of your cancellation date, you will be charged the full retail value of the modem.
- 14) Order may be cancelled within 3 business days of the order date without penalty. Orders cancelled after 3 business days will be charged a \$50.00 ordering and provisioning fee.
- 15) Upon the signing or completion of the DSL order acknowledgement form or upon first use of this service, Customer agrees with all the terms and conditions stated herein.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_