

Cal-Ore Telephone Internet Subscriber Agreement

- 1. Dial-Up Attended Use Required.** Although Cal-Ore Telephone provides 24-hour access to Cal-Ore Telephone Internet Service, you shall not allow your computer to remain connected to the Internet unless someone is attending the computer and actively using Cal-Ore Telephone Internet Service. Unattended, inactive connections to the Internet cause network congestion and may cause delays for others; accordingly, Cal-Ore Telephone reserves the right to disconnect your computer from the Internet if it detects a prolonged period of inactivity.
- 2. Appropriate Use.** Cal-Ore Telephone reserves the right to terminate your Cal-Ore Telephone Internet Service immediately without notice if, in Cal-Ore Telephone's sole discretion, you do not use Cal-Ore Telephone Internet Service in an appropriate and lawful manner. You shall not use and shall not allow others to use Cal-Ore Telephone Internet Service, directly or indirectly, to:
 - a. Post, transmit, or promote any Content that defames or libels Cal-Ore Telephone or any other person, or that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, indecent, obscene, sexually explicit, hateful, or racially, ethnically, or otherwise objectionable or offensive; or
 - b. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software, or other material that is protected by copyright or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder or access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person; or
 - c. Disrupt the normal flow of dialogue in a chat room or on a message board or otherwise act in a manner that negatively affects any other person; or
 - d. Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use; or
 - e. Post or transmit chain letters, pyramid schemes or send or cause to be sent or aid in sending unsolicited bulk email; or
 - f. Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other Cal-Ore Telephone subscriber without permission; or
 - g. Post or transmit any communication or solicitation designed or intended to obtain password, account, or private financial information from any other person; or
 - h. Violate any operating rule, policy, or guideline of any other Internet service provider; or
 - i. Violate any applicable local, state, national, international, or foreign law, including but not limited to any rule or regulation having the force of law and including but not limited to export and encryption laws and regulations of the United States; or
 - j. Copy, distribute, or sublicense any software provided by Cal-Ore Telephone or violate the terms under which it was provided to you, except that you may make one copy of each software program for back-up or archival purposes only; or
 - k. Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy Cal-Ore Telephone Internet Service; or
 - l. Consume excessive system resources. Wireless, DSL, Dial-Up and Shared Access Digital Connections are NON-Exclusive connections. You may not run any applications that jeopardize the health of the network or degrade the network usability for other users. This is to include any network servers or clients that by their nature congest the network and reduce the usability for others. Examples include, but are not limited to, P2P software such as LimeWire, Gnutella, Kazaa, WinMX and BitTorrent. Residential accounts are prohibited from running any kind of server. This includes but is not limited to HTTP, SMTP, POP3, Game, etc.
 - m. Use of any Cal-Ore Telephone network service constitutes consent to monitoring at all times. If monitoring of any device in the Cal-Ore Telephone network reveals any evidence regarding violation of copyright laws, security regulations or any instance of unauthorized use of any system, this evidence and any other related information, including identification information about the user, can and will be provided to law enforcement officials.
 - n. Disrupt, abuse, or cause degradation of service in the Cal-Ore Telephone's backbone network nodes or network services or the network nodes of other Cal-Ore Telephone.net users; or
 - o. Resell the Cal-Ore Telephone Broadband Internet Service, or bandwidth, or use the service for operation of an Internet service provider business or for any other business enterprise in competition with Cal-Ore Telephone; or
 - p. Redistribute your residential Cal-Ore Telephone Broadband Internet Service to anyone not a member of your household or redistribute your business Cal-Ore Telephone Broadband Internet Service to anyone not working for your business as an employee or contractor.
 - q. Access any computer, software, data, or any confidential, copyright-protected, or patent-protected material of any other person, without the knowledge and consent of such person.

If you engage in any of these activities, Cal-Ore Telephone may immediately terminate your Cal-Ore Telephone Broadband Internet Service. This Section 2 shall not in any way limit Cal-Ore Telephone's rights of termination pursuant to Section 9(b) of this Agreement

- 3. Security.** Because the Internet is a resource shared among many users, there is a risk that you could be subject to a variety of security breaches, including but not limited to eavesdropping, denial of service attacks, and receipt of corrupted files or viruses. This means that other people may be able to access, monitor, and/or alter your files, data, or other traffic sent or received using Cal-Ore Telephone Internet Service, or negatively affects your ability to use the service, or both. Any information sent by you over Cal-Ore Telephone Internet Service is sent at your sole risk, and Cal-Ore Telephone shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to such actions.

4. Limited Warranty. Cal-Ore Telephone shall use commercially reasonable efforts to provide you high quality Cal-Ore Telephone Internet Service, but Cal-Ore Telephone does not guarantee that you will be able to access the Cal-Ore Telephone Internet Service at a particular speed, time, or location or that Cal-Ore Telephone will have adequate capacity for the Cal-Ore Telephone Internet Service as a whole or for particular purposes. Interruptions in Cal-Ore Telephone Internet Service may occur due to scheduled maintenance or failure of hardware or software, as well as acts of God. Cal-Ore Telephone does not warrant that any data or files sent by or to you will be transmitted in uncorrupted form. All representations, warranties, endorsements and conditions of any kind, express or implied, including, without limitation, fitness for a particular purpose, merchantability, and those arising from a course of dealing or usage of trade, are hereby excluded. Cal-Ore Telephone will attempt to give you at least 48-hours advance notice by email and notification at <http://www.cot.net/> of scheduled maintenance that could interrupt all or some of Cal-Ore Telephone Internet Services.

5. Cal-Ore Telephone Broadband Internet Service Availability.

- a. Geographic Availability. You acknowledge that Cal-Ore Telephone Broadband Internet Service may not be available on your telephone line, even though the preliminary telephone number check conducted when you placed your order indicated that the service is available in your geographical area. Due to the nature of the Broadband Internet service technology, Cal-Ore Telephone reserves the right to terminate this Agreement without liability to you if Cal-Ore Telephone at any time is not able to provide, repair, or maintain Cal-Ore Telephone Broadband Internet Service to your premises; provided, however, that Cal-Ore Telephone shall refund any pre-paid charges for the Cal-Ore Telephone Broadband Internet Service that it terminates.
- b. Circuit Speed. The Broadband Internet circuit shall be deemed successfully provided if the minimum throughput of such circuit to Cal-Ore Telephone's server is 80% of the rate requested. If the Cal-Ore Telephone Broadband Internet Service does not perform at that level, you shall have the right to accept the lesser level of service that Cal-Ore Telephone is able to provide or to decline service, in which event Cal-Ore Telephone shall refund all pre-paid charges.

6. Limited Warranty.

- a. The actual transmission speeds you experience using Cal-Ore Telephone Broadband Internet Service may vary from the transmission speeds that you might expect, due to such factors as the length and gauge of the telecommunications line serving your premises and other operational characteristics of the facilities and equipment used for the Cal-Ore Telephone Broadband Internet Service. Speed also depends on the bottlenecks experienced upon the wider network architecture of the Internet itself. For these reasons, Cal-Ore Telephone does not guarantee that you will experience any particular performance level (throughput speed).
- b. However, Cal-Ore Telephone shall make every commercially reasonable effort to deliver to you the highest possible quality Broadband Internet service.
- c. This limited warranty does not apply (i) to issues involving your computer or software; (ii) if your equipment has been subjected to unusual physical or electrical stress, misuse, neglect, accident, or abuse, or damaged by any other external cause; or (iii) any person other than Cal-Ore Telephone or its contractor has installed the Cal-Ore Telephone Broadband Internet Service and related equipment.
- d. This limited warranty shall be in lieu of all other express or implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

7. Limitation of Liability for Equipment Service. Cal-Ore Telephone shall not be liable for any direct, special, indirect, or consequential damages, including without limitation loss of anticipated profits or other economic loss, personal injuries, or property damage, for defective equipment or interruption of service provided by Cal-Ore Telephone. Cal-Ore Telephone is in no way responsible for any customer hardware or software.

8. Internet Protocol Address. You shall have no ownership interest in any Internet Protocol address provided by Cal-Ore Telephone. Cal-Ore Telephone shall retain ownership of all such addresses and, upon termination of this Agreement, you shall no longer have access to or use of any such address.

9. Termination.

- a. Your Voluntary Termination
 - i. Notice Required. In order to terminate your Cal-Ore Telephone Internet Service, you must give written notice to Cal-Ore Telephone either by email (customerservice@cot.net) or by United States mail (*Cal-Ore Telephone Company, Attn: Customer Service, P. O. Box 847, Dorris, CA 96023*). Effective upon Cal-Ore Telephone's receipt of notice of termination, and not before, Cal-Ore Telephone shall stop charging you for Cal-Ore Telephone Internet Service.
 - ii. Refunds. Upon termination of Cal-Ore Telephone Internet Service, Cal-Ore Telephone will refund any unused portion of fixed monthly rates paid in advance, except in the case of early termination of a Cal-Ore Telephone Internet Service arrangement requiring a minimum number of months' service in return for a discounted rate, in which event the regular (non-discounted rate) shall be applied to the months of service furnished by Cal-Ore Telephone, in order to determine what, if any, balance remains for refund.
 - iii. Termination before fulfilling any contracted service will incur an early termination fee as outlined in the contract.
- b. Involuntary Termination for Misuse or Nonpayment. In the event Cal-Ore Telephone exercises its right to terminate Cal-Ore Telephone Internet Service to you in accordance with the provisions of this Agreement, it may terminate Cal-Ore Telephone Internet Service with immediate effect without prior notice, and Cal-Ore Telephone shall not be obligated to refund any prepaid amounts.