

**Canby Telephone Association dba DirectLink
TERMS AND CONDITIONS**

The Member named in the DirectLink Service Agreement and DirectLink agree that the terms and conditions on the Service Agreement and these terms and conditions constitute the entire agreement for the provision of the Services selected by the Member and designated on the Service Order.

1. Termination for Cause.

- (a) If member is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, DirectLink may, at its option, terminate this agreement, terminate the affected service orders, suspend service under the affected service orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all service orders as a condition of continuing to provide the services. However, DirectLink will not take any such action as a result of member's non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and determined in good faith that the charge is correct.
- (b) If either party breaches any material term of this agreement, and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any service order materially affected by the breach.
- (c) A service order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.
- (d) Termination by either party of a service order does not waive any other rights or remedies that it may have under this agreement.

2. Effect of Expiration or Termination of the Agreement or a Service Order.

Upon the expiration or termination of a service order for any reason:

- (a) DirectLink may disconnect the applicable service;
- (b) DirectLink may delete all applicable data, files, electronic messages, voicemail or other information stored on DirectLink's servers or systems;
- (c) if member has terminated the service order prior to the expiration of the service term for convenience, or if DirectLink has terminated the service order prior to the expiration of the service term as a result of material breach by member, DirectLink may assess and collect from member applicable termination charges;
- (d) Member shall, permit DirectLink access to retrieve from the applicable service locations any and all DirectLink equipment (however, if member fails to permit access, or if the retrieved DirectLink equipment has been damaged and/or destroyed other than by DirectLink or its agents, normal wear and tear excepted, DirectLink may invoice member for the full replacement cost of the relevant DirectLink equipment, or in the event of minor damage to the retrieved DirectLink equipment, the cost of repair, which amounts shall be immediately due and payable); and
- (e) If used in conjunction with the terminated service, member's right to use applicable licensed software shall automatically terminate, and member shall be obligated to return the licensed software to DirectLink.

3. Return of Company Equipment.

DirectLink equipment is and shall remain the property of DirectLink regardless of where installed within the service location(s) and shall not be considered a fixture or an addition to the land or the service location(s). At any time DirectLink may remove or change DirectLink equipment in its sole discretion in

connection with providing the services. Member shall not move, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any DirectLink equipment or permit others to do so, and shall not use the DirectLink equipment for any purpose other than that authorized by the agreement. DirectLink shall maintain DirectLink equipment in good operating condition during the term of this agreement; provided, however, that such maintenance shall be at DirectLink's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the DirectLink equipment. Member is responsible for damage to, or loss of, DirectLink equipment caused by its acts or omissions, and its non-compliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of DirectLink. Member agrees not to take any action that would directly or indirectly impair DirectLink's title to the DirectLink equipment, or expose DirectLink to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following DirectLink's discontinuance of the services to the service location(s), DirectLink retains the right to remove the DirectLink equipment including, but not limited to, that portion of the DirectLink equipment located within the service location(s). To the extent DirectLink removes such DirectLink equipment; it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.

4. Access to Member Premises.

Member, at no cost to DirectLink, shall secure and maintain all necessary rights of access to service location(s) for DirectLink to install and provide the services, unless DirectLink has secured such access prior to this agreement. In addition, member shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the DirectLink equipment used to provide the services within the service location(s). DirectLink and its employees and authorized contractors will require free ingress and egress into and out of the service location(s) in connection with the provision of services. Upon reasonable notice from DirectLink, member shall provide all required access to DirectLink and its authorized personnel.

5. Service after End of Term.

If Member has a service agreement or a contract with a specified term, upon the expiration of the service term, this agreement and each applicable service order shall revert to "month-to-month" at the retail pricing for all bundled items. If Member fails to renew, effective at any time after the end of the initial service, member will be deemed to have accepted the modified service pricing. Member can renew for an additional term at any time prior to the end of the term at term prices then in effect for new term members on the date of renewal.

6. Speed.

DirectLink will ensure that bandwidth to connect member to Internet, will perform at speeds available based on the distance the member is, from the Central Office. Once transmitting over the Internet to a web location, actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of workstations using a single connection.

7. Engineering Review.

Each service order submitted by member shall be subject to an engineering review by DirectLink. The engineering review will determine whether the cable plant must be extended, built or upgraded ("custom installation") in order to provide the ordered services at the requested service location(s). DirectLink will provide member written notification in the event service installation at any service location will require an additional one-time installation fee ("custom installation fee"). Member will have five (5) days from receipt of such notice to reject the custom installation fee and terminate, without further liability, the service order with respect to the affected service location(s).

8. Payment for Services.

(a) *Charges.* Member agrees to pay all charges associated with the services, as set forth or referenced in the applicable service order(s) or invoiced by DirectLink. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of DirectLink equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupment's (however designated). Product price lists with information on charges and fees can be found at www.directlink.coop

(b) *Payment of Bills.* Except as otherwise indicated herein or on the service order(s), DirectLink will invoice member in advance on a monthly basis for all monthly recurring service charges and fees arising under the agreement. All other usage-based charges will be billed monthly in arrears. Member shall make payment to DirectLink for all invoiced amounts by the 15th of every month. Any amounts not paid to DirectLink within such period will be considered past due. If a service commencement date is after the bill statement date, member's next monthly invoice shall include a *prorated* charge for the services, from the date of installation to the first day of the new billing as well as charges for the current month. In certain cases, DirectLink may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between member and the third party. DirectLink shall not be responsible for any dispute regarding these charges between member and such third party. Member must address all such disputes directly with the third party.

(c) *Credit Approval and Deposits.* Initial and ongoing delivery of services may be subject to credit approval. Member shall provide DirectLink with credit information requested by DirectLink. Member authorizes DirectLink to make inquiries and to receive information about member's credit history from others and to enter this information in member's records. Member represents and warrants that all credit information that it provides to DirectLink will be true and correct. DirectLink, in its sole discretion, may deny the services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, DirectLink may require member to make a deposit (in an amount not to exceed an estimated two-month average billed charges) as a condition to DirectLink's provision of the services, or as a condition to DirectLink's continuation of the services. The deposit will accrue interest and shall be held by DirectLink as security for payment of member's charges. If the provision of service to member is terminated, or if DirectLink determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit and accumulated interest will be credited to member's account or will be refunded to member, as determined by DirectLink. (d) *Taxes and Fees.* Member shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Member will be responsible to pay any service fees, payment obligations and taxes that become applicable retroactively.

(e) *Other Government-Related Costs and Fees.* DirectLink reserves the right to invoice member for any fees or payment obligations in connection with the services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the services, including, without limitation, applicable franchise fees (if any), regardless of whether DirectLink or its affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from member. These obligations may include those imposed on DirectLink or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that DirectLink or its affiliates are required to collect from the member or to pay to others in support of statutory or regulatory programs. For example, voice members are charged a monthly regulatory recovery fee to help defray DirectLink's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and

infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

(f) Disputed Invoice. If member disputes any portion of an invoice, member must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating member's claim, to DirectLink for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to DirectLink, all disputed amounts shall become immediately due and payable to DirectLink.

(g) Past-Due Amounts. Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If member's account is delinquent, DirectLink may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any DirectLink equipment that member fails to return in accordance with the agreement. If DirectLink is required to use a collection agency or attorney to collect any amount owed by member or any unreturned DirectLink equipment, member agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to DirectLink under the agreement or at law or in equity.

(h) Rejected Payments. Except to the extent otherwise prohibited by law, member will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the services that has been rejected by the bank or other financial institution.

(i) Fraudulent Use of Services. Member is responsible for all charges attributable to member with respect to the services, even if incurred as the result of fraudulent or unauthorized use of the services. DirectLink may, but is not obligated to, detect or report unauthorized or fraudulent use of services to member. DirectLink reserves the right to restrict, suspend or discontinue providing any service in the event of fraudulent use by member.

9. Regulatory and Legal Changes.

The parties acknowledge that the respective rights and obligations of each party as set forth in this agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this agreement. DirectLink may, in its sole discretion, immediately terminate this agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects DirectLink's ability to provide the services herein.

10. Limitation of Liability.

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT MEMBER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY DIRECTLINK OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF DIRECTLINK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE DIRECTLINK EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

(b) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DIRECTLINK DOES NOT WARRANT THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

(c) DIRECTLINK MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, DIRECTLINK EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

(d) IN NO EVENT SHALL DIRECTLINK, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF MEMBER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY MEMBER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY MEMBER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(e) Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("high risk activities"). These high risk activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Member expressly assumes the risks of any damages resulting from high risk activities. DirectLink shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to member or member-equipment; inability to obtain access to the service locations; loss of use of utility facilities; fiber cut due to non-Canby source, strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the services.

(f) Member's sole and exclusive remedies under this agreement are as expressly set forth in this agreement. Certain of the above exclusions may not apply if the state in which a service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of DirectLink and its affiliates and agents is limited to the maximum extent permitted by law.

11. Software & Services.

(a) License. If and to the extent member requires the use of licensed software in order to use the services supplied under any service order, member shall have a personal, non-exclusive, non-transferable, and limited license to use the licensed software in object code only and solely to the extent necessary to use the applicable service during the corresponding service term. Member may not claim title to, or an ownership interest in, any licensed software (or any derivations or improvements thereto) and member shall execute any documentation reasonably required by DirectLink, including, without limitation, end-user license agreements for the licensed software. DirectLink and its suppliers shall retain ownership of the licensed software, and no rights are granted to member other than a license to use the licensed software under the terms expressly set forth in this agreement.

(b) Restrictions. Member agrees that it shall not: (i) copy the licensed software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of DirectLink; (ii) reverse engineer, decompile, or disassemble the licensed software; (iii) sell, lease, license, or sublicense the licensed software; or (iv) create, write, or develop any derivative software or any other software program based on the licensed software.

(c) Updates. Member acknowledges that the use of the services may periodically require updates and/or changes to certain licensed software resident in the DirectLink equipment or member-provided equipment. If DirectLink has agreed to provide updates and changes, DirectLink may perform such updates and changes remotely or on-site, at DirectLink's sole option. Member hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by DirectLink.

12. Privacy/Monitoring.

DirectLink shall have no obligation to monitor postings or transmissions made in connection with the services, however, member acknowledges and agrees that DirectLink and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this agreement, and as otherwise required by law or government request. DirectLink reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in DirectLink's sole discretion, is unacceptable, undesirable or in violation of this agreement.

13. Domain Name Registration.

If member submits a service order(s) for domain name registration services, the following terms shall also apply:

(a) Registration. At the request of member, DirectLink will use commercially reasonable efforts to facilitate the registration of the member Internet domain name ("member domain name") with a domain name registration service of DirectLink's choosing, but only to the extent that member provides DirectLink with all necessary information relevant to such registration. The domain name registration service will invoice member directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Member hereby acknowledges that member is entirely responsible for the payment of any and all such fees. DirectLink does not represent that the member domain name will be available on an initial or ongoing basis. Further, member acknowledges that member, not DirectLink, has ownership, control, and use of the member domain name. Further, member hereby agrees now and forever to release and to hold harmless DirectLink, its employees, affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's removal of allocation or support for the member domain name. Should member require modification of the member domain name or additional related services, additional charges may apply from the relevant registration service and from DirectLink for setup of the modification or addition.

(b) Sub-Domain Name. Should member be unable to register a unique domain name, DirectLink may grant upon member request and only for the term of the service order providing for such service, the limited, personal, and nontransferable right to specify and append a sub-domain name to DirectLink's prescribed domain name, for the sole purpose of uniquely identifying member's e-mail address. DirectLink does not represent that member's selected sub-domain name will be available. Member receives no right to DirectLink's domain name. Upon the termination of the applicable service order, member shall surrender all rights, privileges and interest in and to the sub-domain name.

14. Use Policy.

(a) Additional Use Restrictions. Voice service may only be used at service location(s) where it is installed by DirectLink. It will be considered a material violation of this agreement if member moves voice service to

another location without first notifying DirectLink. Member expressly agrees not to use voice service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If DirectLink determines, in its sole discretion, that member's use of voice service is excessive or in violation of this agreement, DirectLink reserves the right, among other things, to terminate or modify voice service immediately and without notice.

15. Use of Company Service subject to Authorized Use Policy.

Use of the company voice/Internet service is subject to the company's current authorized use policy at the time, which changes from time to time. The AUP can be found at www.directlink.coop.

17. Internet DSL or Fiber.

If required, DirectLink will provide you with a user kit ("the equipment") that includes a DSL modem and associated cards to connect service. Contents of the kit may change from time to time. If the relationship is terminated by either party (you or DirectLink) before the activation date, or if the line is found to be unprovisionable, you must return the full kit with all its original packaging to DirectLink. Failure to do so will result in a one-time equipment fee. If you choose to cancel the account after the activation date, you will be charged for the installation and/or setup charges. This fee is posted on our website and is subject to change. You must also return the full kit with all of its original packaging to DirectLink. Failure to do so will result in a one-time equipment fee.

The installation, use, inspection, maintenance, repair and removal of the equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. DirectLink and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card (such as a Network Interface Card) or DSL modem.

You acknowledge that this is a fixed-location service for use at the service address only. Members may not retransmit DSL Internet service or make the service available to anyone outside the premises (i.e. wi-fi or other methods of networking). Moving to another location will require the service to be re-provisioned at the new location. This may result in substantial interruption of the service and will result in fees associated with cancellation and setting up a new account.

DirectLink does not represent, warrant, or covenant that installation by you or a third party chosen by you will enable you to successfully access, operate or use the services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, DirectLink shall have no liability whatsoever for any damage, or for the failure to properly install, access, use, or operate that equipment or services because of your installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement.

DirectLink will make its best effort to provide the service. Because of the complex nature of Internet services, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, DirectLink may cancel the installation process and refund any money that you have prepaid. DirectLink will notify you of its intent to cancel as soon as reasonably possible.

DirectLink shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

18. Internet Account Limitations.

DirectLink reserves the right to timeout inactive connections. DirectLink technical support may be limited to DirectLink provided services, software and/or unmodified hardware. Email boxes exceeding 250 MB in size may be unavailable until you reduce the size of the mail being stored.

Websites exceeding the allotted amount of disk space may be suspended until you reduce the disk space usage or purchase additional space. Any website exceeding the allotted amount of bandwidth will be billed for excess traffic. Bandwidth usage in excess of 2 gigabytes per month on non-domain hosted websites is considered to be more than normal usage and, at DirectLink's option, DirectLink can add a surcharge, which shall be based upon the amount of additional usage. Emails using DirectLink email servers, either from a direct account or email addresses serviced under a hosted domain, are limited to typical individual and small group email rates per minute. Large bulk email transmissions exceeding typical rates may cause temporary suspension of email services.

Email accounts that have not had usage/activity for six months will be deleted. Account holders will retain the email address as long as their account is active and in good standing.

Email, web space and bandwidth limits are posted throughout our website at www.directlink.coop.

DirectLink reserves the right to change limits at any time without prior notice.

19. Internet Monitoring.

DirectLink has no obligation to monitor the services, but may do so and disclose information regarding use of the service if DirectLink, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or requests to comply with applicable state and federal law; or to operate the service properly; or to protect itself and its subscribers. DirectLink may immediately remove your material or information for DirectLink's services, in whole or in part, which DirectLink, in its sole and absolute discretion, determines to infringe another's property rights or to violate our terms and conditions.

20. Internet Network Security.

Users are prohibited from violating or attempting to violate the security of the DirectLink network and services including, without limitation (a) accessing data not intended for such user or logging into a server or account for which such user is not authorized to access; (b) impersonation of DirectLink personnel; (c) hacking or attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with, disrupt or disable service to any user, host or network including, without limitation, via a means of overloading, flooding, mail bombing, denial of service attacks or crashing; (e) foregoing any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) attempting to utilize another user's account name or persona without authorization from that user. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring of billing for DirectLink services. Violations of system or network security may result in civil or criminal liability. DirectLink will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

21. Internet Change of Service Charge.

DirectLink reserves the right to charge a service charge when user requests a modification of service to an existing account.

22. User Owner Equipment.

DirectLink is not responsible for the operation, maintenance, service or repair of user owned equipment or software including but not limited to PC workstations, printers, operating systems, application software, hubs, modems, routers and local area or wide area networks used in conjunction with the services provided. DirectLink does not warrant files or data against loss or deletion even if kept on DirectLink

servers. Best efforts will be maintained to maintain server files and backup capabilities. It is up to the user to ensure proper archiving and integrity of their data.

23. Fraudulent/Misleading Content.

Users shall not use the DirectLink network and services to transmit or distribute material containing fraudulent offers for goods or services or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. In addition, users are prohibited from submitting any false or inaccurate data in any order form, contract or online application including the fraudulent use of credit cards.

24. In the event efforts are made by DirectLink to enforce any of the terms of this agreement, then DirectLink shall be entitled to recover DirectLink's attorney's fees from user, even if an action is not instituted or as the Court may adjudge reasonable as attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law.

25. User agrees not to duplicate, reproduce or use DirectLink graphics for any purpose. In the event that DirectLink discovers that user is using said graphics, access will be immediately disconnected.

26. All actions relating to this agreement shall be construed under the laws of the State of Oregon and will be resolved in Clackamas County Circuit Court in Oregon City, Oregon.

27. Violations of AUP will also violate Terms and Conditions. Members shall not violate DirectLink's Authorized Use Policy."