

Terms and Conditions

TERMS AND CONDITIONS FOR INTERNET ACCESS PROVIDED BY [CLEAR CREEK MUTUAL TELEPHONE COMPANY \("COMPANY"\)](#) AS A RESELLER FOR CANBY TELEPHONE ASSOCIATION.

503-631-2101

Clear Creek Mutual Telephone Company
Attn.: Webster Internet Access,
18238 S. Fischers Mill Road

Oregon City, OR 97045

Clear Creek Mutual Telephone Company is pleased to provide you with Webster Internet Access service. This document is between you the customer ("Customer") and the Company and its designated agent who may be later identified to the customer. By accepting Internet access service from Company, Customer agrees to the following:

1. Introduction. The Company provides its Internet services, under the brand name Webster Internet, to users who pay a monthly service fee to subscribe to the services (Customers) as well as those who access some of our services but do not have accounts (Visitors). Access to our service is provided through dial-up modem for an additional monthly fee. By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, Acceptable Use Policies and other policies. Current prices and availability for service are posted on our website at <http://www.ccwebster.net> and may also be obtained by calling our Business Office at 503-631-2101.
2. Customer must be of legal age to obtain a Webster Internet Access account from Company. Customer will be responsible for all activity incurred on Customer's account.
3. Customer agrees that service commitment shall begin on the date of the service order's activation. Customer agrees to pay charges as listed on work orders, and monthly service billings in accordance with the terms on the work order and billings. Customer's failure to pay said sum, or upon any other breach of this contract, gives Company the right to disconnect service to Customer and/or enter Customer's premises and remove any rented equipment owned by Company.
4. Company cannot be held liable for any loss or damage Customer might incur as a result of its use. Company is not responsible for damages sustained by Customer resulting from interruptions in service and cannot be held liable for any damages resulting from interruptions in service or from damage to property owned by Customer resulting from Customer's use of the service to include lost profits for business conducted through the use of Company's internet service.
5. Service speeds are not guaranteed. All services and response times are provided on a best available basis.

6. All access services are provided on an "as is" basis and without warranty of any kind expressed or implied. Customer accepts all security risks and agrees to hold Company harmless for any damages resulting from security violation/s, or "hackers" gaining access to their system through this service to include lost profits and loss of proprietary information.
7. This agreement is the entire agreement of the parties, and is binding upon the heirs, successors, and assigns of the parties. No representation, guarantee, or warranty, express or implied made by any agent of Company shall be binding on Company unless provided herein.
8. If Customer is not the owner of the equipment to be served by this agreement, Customer agrees to indemnify and hold Company harmless from any and all claims of such owner arising out of the performance of this contract.
9. This agreement, and the service furnished hereunder, cannot be sold, assigned, or sublet.
10. Customer acknowledges the variety of subject matter and content found on the Internet or World Wide Web, and that it is Customer's responsibility to determine its suitability for members of Customer's household or business and that some content may not be suitable for viewing by children. Customer agrees to hold Company harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web.
11. Customer's use of Internet access from Company is subject to all applicable federal, state and local laws including harassment, obscenity, copyrights, hacking, etc. Company will refer complaints to enforcement agencies and reserves the right to revoke or suspend Customer's services at will.
12. Customer agrees to pay all required regulation fees, and any local, state or federal taxes imposed or levied.
13. Company reserves the right to charge a \$10.00 service charge when Customer requests a modification of service to an existing account.
14. Company is not responsible for the operation, maintenance, service or repair of Customer owned equipment or software including but not limited to PC workstations, printers, operating systems, applications software, hubs, modems, routers, and local area or wide area networks used in conjunction with the services provided.
15. Monthly service charges not paid within 45 days of date billed will be subject to disconnection without notice. There is a reconnection fee for services reconnected due to non-pay disconnection.
16. This agreement may be terminated by Customer at any time.
17. In the event efforts are made by Company to enforce any of the terms of this agreement, then Company shall be entitled to recover Company's attorney's fees from Customer, 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.
18. Customer agrees not to duplicate, reproduce, or use Company graphics for any purpose. In the event that Company discovers that Customer is using said graphics, access will be immediately disconnected.

19. This agreement, including the monthly service charges, may be modified upon thirty (30) days prior written notice, provided however, Customer shall have the right to terminate this agreement on five (5) working days written notice mailed to: Clear Creek Mutual Telephone Company Attn.: Webster Internet Access, 18238 S. Fischers Mill Road, Oregon City, OR 97045.
20. Any Licensed software provided by Company IS WITHOUT EXPRESSED OR IMPLIED WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF LICENSED SOFTWARE IS ASSUMED BY THE CUSTOMER. COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
21. Failure of Customer to pay bill by due date, failure to respond to a mailing, fax or an email regarding customer's agreement to these terms and conditions, or a violation of the above Customer Agreement For Internet Access listed here, is cause for Company to terminate Customer's account and seek payment of past due amounts.
22. Company may assign its rights under the agreement to a third party without the prior consent of Customer.
23. Company reserves the right to modify this document without prior notice to Customer.
24. 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.