



## Digital Subscriber Line (DSL) Internet Service Policies

Clear Creek Telephone & TeleVision is pleased that you have chosen our Digital Subscriber Line (DSL) Internet Service ("The Service"). Our goal is to provide all customers with an enriched, high-quality Internet experience. To further that goal, an Acceptable Use Policy, Limitations of Service, a DSL Subscriber Agreement, and Privacy Policy have been adopted. Please read these policies carefully and completely. If you do not agree to be bound by the terms in these policies, you should immediately stop the use of The Service and notify the Clear Creek Telephone & Television customer service department so that your account may be closed.

The policies explain, among other things, the following:

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## Acceptable Use Policy

### 1.0 Introduction

This Acceptable Use Policy (the "AUP") has been designed to protect our DSL Service ("The Service"), our subscribers, and the Internet community, from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing The Service. All users of The Service must abide by this AUP. Your violation of this AUP may result in the immediate suspension or termination of either your access to The Service and/or your Clear Creek Telephone & TeleVision account. This AUP should be read in conjunction with our DSL Subscriber Agreement, Privacy Policy, and other applicable policies.

By using The Service, you agree to abide by, and require others using The Service via your account to abide by the terms of this AUP. To ensure that your activities conform to the most recent version of this document refer to the Revisions to This Policy section to learn how to obtain the most recent version prior to your review.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY THE CLEAR CREEK TELEPHONE & TELEVISION CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

### 2.0 Use of The Service

The Service is designed primarily for personal and family use of the Internet within a single household. You may not resell or otherwise charge others to use The Service. You may not make The Service available to others for a fee or otherwise through the use of wired or wireless methods except as specifically allowed in this document. You agree not to use The Service in any way that shall violate the terms of the Acceptable Use Policy, DSL Subscriber Agreement, or Privacy Policy.

#### 2.1 Public Access and Public IP Address

The Service is provided via the assignment of a dynamically assigned IP address ("Public IP Address") whose use has been licensed to Clear Creek Telephone & TeleVision for assignment with The Service. You may not use a statically assigned Public IP address with The Service. Communication between the computers, servers, or other net appliances connected to The Service and any other person or any other entity, through the direct use of the Public IP Address or without limitation, other DNS service, or DNS like service, providing a network name, cross-reference, or pseudonym for the address, to the dynamically assigned Public IP Address shall be defined as ("Public Access"). The Service may be used for two-way communication subject to the limitations on bandwidth, however the Public IP Address may not be used in any manner whose intent is to allow Public Access to the computers, servers, or other net appliances connected to The Service. No program or hardware device may be connected to The Service that provides network content or any other services to others outside The Premises or The Business as defined below.

#### 2.2 Residential Use

Residential use is defined as use of The Service primarily by an individual at a residence or place of dwelling where the actual or obvious use of The Service is primarily for domestic purposes. Computers or other net appliances connected to The Service shall be limited to The Premises in which the outlet for which The Service was installed is located ("The Premises"). Connections shall be for the use

of residents of The Premises and shall not be extended by wire or wireless methods to offer The Service to locations or individuals outside The Premises.

The Service may not be used as an Internet service provider, or for any service designed to provide Public Access to those computers or other net appliances connected to The Service in The Premises. Up to five (5) email accounts and five (5) Megabytes of web space may be established for use by this class of service.

### **2.3 Commercial Use**

Commercial use is defined as any customer whose actual or obvious use of The Service is for conducting a business, trade, or profession or whose use of The Service is obviously not confined to domestic use. Commercial use shall be bound by the terms of the Acceptable Use Policy, DSL Subscriber Agreement, or Privacy Policy except as modified in this paragraph.

Clear Creek Telephone & TeleVision will provide you at your place of business with one outlet and DSL for connection to The Service. Computers or other net appliances connected to The Service shall be limited to the business location in which the outlet for which The Service was installed is located ("The Business"). Connections shall be for the use of employees operating within The Business and shall not be extended by wire or wireless methods to offer The Service to employees or others outside the legal definition of the parcel on which The Business is located.

The Service may not be used as an Internet service provider, or for any service designed to provide Public Access to those computers or other net appliances connected to The Service in The Business. Up to ten (10) email accounts and five (5) Megabytes of web space may be established for use by this class of service.

Any software provided by Clear Creek Telephone & TeleVision in conjunction with The Service is licensed for a single computer installation. Subscription to The Service associated with commercial use does not constitute a site license for the provided software. The installation or duplication on multiple computers within The Business is prohibited.

If you use the provided web space or otherwise post content via The Service, you will not develop restricted or password-only access pages, or hidden pages or images (those not linked to/from another accessible page), or use your storage space for remote loading or as a re-direct or mirror site for another web page, whether inside of or beyond the domains hosted by The Service.

If you collect personally identifiable information through provided web space or other web space hosted by The Service, you must follow the terms of Clear Creek Telephone & TeleVision's Privacy Policy, describing the purpose for gathering the information and the uses to which it may be put, letting users opt out of sharing any personal information with third parties; and letting users edit or make changes to the personal information that you gather.

Our trade names including "Clear Creek Telephone & TeleVision," "Clear Creek Mutual Telephone Company," and "Clear Creek Communications," along with our trademarks identify our products and services. You may not make use of our trademarks in advertising and promotional materials.

### **3.0 Servers**

You may not provide Public Access to, or allow others to provide Public Access to, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with The Service, unless expressly authorized in writing by Clear Creek Telephone & TeleVision.

Prohibited uses include, without limitation, providing Public Access to servers for PPP, FTP, HTTP, DNS, POP, SMTP, NNTP, PROXY, DHCP, IRC, TELNET, TFTP, SNMP VPN Host Services, gaming servers and multi-user interactive forums, and remapping of ports for the purpose of operating a server on the network. The use of these protocols or other similar tools to communicate directly with or alter the configuration of any equipment used in the provision of The Service is strictly prohibited.

### **4.0 Bandwidth and Data Storage**

You must comply with the current bandwidth, data storage and other limitations on The Service. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of The Service, nor represent (in the sole judgment of Clear Creek Telephone & TeleVision) an unusually large burden on the network itself. In addition, you must ensure that your activity does not improperly restrict, inhibit, disrupt, degrade or impede Clear Creek Telephone & TeleVision's ability to deliver The Service and to monitor The Service, backbone, network nodes, and/or other network services. Clear Creek Telephone & TeleVision may terminate, suspend, or require you to upgrade The Service and pay additional fees if Clear Creek Telephone & TeleVision, in its sole discretion, determines that you are using excessive bandwidth.

#### **4.1 Reserve Right to Limit Service**

Clear Creek Telephone & TeleVision reserves the right to enforce limits on specific features of The Service including, without limitation, transmission speeds, transmission volume, e-mail storage and web hosting maximums.

#### **4.2 No Tampering**

Customer will not service, alter, modify or tamper with the Clear Creek Telephone & TeleVision DSL, or permit any other person to do so. Such prohibition includes, without limitation, altering a DSL or DSL configuration file to change the downloading or uploading capacity of the DSL associated with The Service.

### **5.0 Prohibited Activities**

Clear Creek Telephone & TeleVision Customers may not use The Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, Clear Creek Telephone & TeleVision Customers may not use The Service to:

- Conduct, participate in, or otherwise facilitate pyramid or other soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise harass another.
- Post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, defamatory, incites hatred, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or The Service, including, without limitation, by posting or

transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.

- Collect or store personal data about other users.
- Use a dynamic Public IP Address not assigned to you.
- Use a static Public IP Address.
- Modify or replace Clear Creek Telephone & TeleVision provided service configurations and/or settings.
- Violate any other Clear Creek Telephone & TeleVision policy or guideline.

## **6.0 Harm to Minors**

You may not use The Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including pornography, obscene or profane materials.

## **7.0 Electronic Mail Spamming**

You may not use The Service to send unsolicited bulk or commercial e-mail messages ("spam"). Any unsolicited e-mail must also not direct the recipient to any web site or other resource that uses The Service. The Service may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violates this AUP or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

You may not reference Clear Creek Telephone & TeleVision, Clear Creek Mutual Telephone Company or any portion of the Clear Creek Telephone & TeleVision network (e.g. by including "Clear Creek Telephone & TeleVision," "Clear Creek Mutual Telephone Company," or "Clear Creek Communications" in the header or by listing an IP address that belongs to the Clear Creek Telephone & TeleVision network) in any unsolicited email even if that email is not sent through the Clear Creek Telephone & TeleVision network. Further, forging, altering or removing electronic mail headers is prohibited.

## **8.0 Use of Newsgroups or Weblogs**

Messages posted to newsgroups or weblogs must comply with the written charters or FAQs for those services. Advertisements, solicitations, or other commercial messages should be posted only in those services whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup or weblog before posting to it.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup or weblog, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be canceled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup or weblogs. Clear Creek Telephone & TeleVision reserves the right to discontinue access to any newsgroup at any time for any reason.

## **9.0 Misuse of The Service**

You are responsible for any misuse of The Service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse The Service.

You must not interfere with, inhibit, degrade or restrict the use and enjoyment of The Service by others, or Clear Creek Telephone & TeleVision's ability to deliver The Service to users and to monitor The Service, backbone, and other aspects of network servicing.

## **10.0 Disruption of The Service**

You may not disrupt The Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" or alter a host or any equipment used in the provision of Internet service.

## **11.0 Hacking/Attempted Unauthorized Access**

You may not use The Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and The Service 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 you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

## **12.0 Viruses, Trojan Horses, Worms and Denial of Service Attacks**

Software or other content downloaded from The Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful programs, or that generate levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features.

## **13.0 Intellectual Property Infringement**

You may not use The Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Clear Creek Telephone & TeleVision assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

## **14.0 User Content**

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Clear Creek Telephone & TeleVision reserves the right to refuse to post or to remove any information or materials from The Service, in whole or in part, that it, in Clear Creek Telephone & TeleVision's sole discretion, deems to be offensive, indecent, or otherwise objectionable.

## **15.0 Security**

You are solely responsible for the security of any device connected to The Service, including any data stored on that device. Clear Creek Telephone & TeleVision recommends that you take appropriate security precautions for any systems connected to The Service.

## **16.0 Conflict Between Policies**

In the event of a conflict between the DSL Subscriber Agreement and this AUP, the terms of the DSL Subscriber Agreement will prevail.

## **17.0 Revisions to This Policy**

Clear Creek Telephone & TeleVision reserves the right to modify, amend, alter, or change the terms of this AUP or revise any or all other aspects of The Service in its sole discretion at any time. Notice of modifications to this AUP may be given by posting such changes to Clear Creek Telephone & TeleVision's homepage (<http://www.ccwebster.net>), by electronic mail or by conventional mail.

Your continued use of The Service after notice has been made constitutes your acceptance of this AUP as modified. The updated, online version of this AUP shall supersede any prior version of this AUP that may have been included in any software or related materials provided by Clear Creek Telephone & TeleVision. This AUP should be read in conjunction with our DSL Subscriber Agreement, Privacy Policy, and other applicable policies.

## **18.0 How to Contact Clear Creek Telephone & TeleVision**

For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact Clear Creek Telephone & TeleVision at one of the following:

Phone: 503 631-2101  
U.S. Mail: Clear Creek Telephone & TeleVision  
18238 S Fischers Mill Road  
Oregon City, OR 97045

## 19.0 Limitations of The Service

Clear Creek Telephone & TeleVision offers a competitive set of features and benefits as a bundle of services that comprise The Service. Clear Creek Telephone & TeleVision reserves the right to enforce limits on specific features of The Service including, without limitation, transmission speed, transmission volume, e-mail storage and web hosting maximums. The following describes the current limitations of various offerings of The Service. The limitations set forth herein are approximations and may vary from time to time.

	Feature	Maximum Limit
1.	Maximum downstream speed	Subscribed Level Of Service
2.	Maximum upstream speed	Subscribed Level Of Service
3.	Size per email message	10 MB
4.	Size per email account/address	10 MB
5.	Personal Web Space account size	25 MB of disk space per account
6.	Maximum downstream volume	3 GB of volume per month
7.	Maximum upstream volume	1 GB of volume per month
8.	Personal Web Space volume	300 MB of volume per month (for visitors viewing your pages)



## DSL Subscriber Agreement

### 1.0 Introduction

DSL Service provides transmission services over local telephone lines that can be used for simultaneous voice and data communications. This Agreement (the "Agreement") sets forth the terms and conditions under which Clear Creek Mutual Telephone Company d/b/a Clear Creek Telephone & TeleVision agrees to provide DSL Internet Service (hereinafter "The Service") to you. By ordering The Service, you:

- (i) agree to abide by, and require others using The Service via your account to abide by the terms of this Agreement,
- (ii) and represent and warrant that you are at least 18 years of age.

If you do not agree with the foregoing, you may not use The Service and must return the installation software, Company-provided equipment, and all associated materials to Clear Creek Telephone & TeleVision. This Agreement takes effect on the date on which The Service is installed, and continues until your subscription is terminated.

By using The Service, you agree to abide by, and require others using The Service via your account to abide by the terms of this Agreement. To ensure that your activities conform to the most recent version of this document refer to the Revisions to This Policy section to learn how to obtain the most recent version prior to your review.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICE AND NOTIFY THE CLEAR CREEK TELEPHONE & TELEVISION CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

### 2.0 Your Subscription

Your subscription entitles you to use The Service. Your subscription is personal to you, the responsible billing party; you agree not to assign, transfer, resell or sublicense your rights as a subscriber without express written permission by Clear Creek Telephone & TeleVision. For example, but without limitation, you may not provide Internet access to others through your connection, host shell accounts, provide e-mail or news services to others, or send a news feed.

You agree that you are solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from your use of The Service or by another person using your computer.

You agree to contact the Clear Creek Telephone & TeleVision office immediately upon the occurrence of any change in the status of your account (e.g., change in individuals authorized to use your account) for the purpose of updating your account information.

#### 2.1 Residential Use

Residential use is defined as use of The Service primarily by an individual at a residence or place of dwelling where the actual or obvious use of The Service is primarily for domestic purposes. The Service shall be limited to the premises in which the outlet for which The Service was installed is located ("The Premises").

## 2.2 Commercial Use

Commercial use is defined as any customer whose actual or obvious use of The Service is for conducting a business, trade, or profession or whose use of The Service is obviously not confined to domestic use. Commercial use shall be bound by the terms of the Acceptable Use Policy, DSL Subscriber Agreement, and Privacy Policy except as modified in this paragraph.

Clear Creek Telephone & TeleVision will provide you at your place of business with one outlet and DSL for connection to The Service. Computers or other net appliances connected to The Service shall be limited to the business location in which the outlet for which The Service was installed is located ("The Business"). The term The Premises and The Business shall have the same meaning as used in this Agreement.

The Service shall be for the use of employees operating within The Business; its Officers, Owners, Management, and Employees shall be bound by the terms of the Acceptable Use Policy, DSL Subscriber Agreement, and Privacy Policy.

Clear Creek Telephone & TeleVision will provide customer support for Commercial use of The Service solely on the DSL and on the software provided with The Service. Clear Creek Telephone & TeleVision is not liable for the failure of such software to perform as contemplated or for any information released during the process.

Clear Creek Telephone & TeleVision does not guarantee that support will be available or that Clear Creek Telephone & TeleVision will make the Commercial Service work on your system or resolve all problems in connection therewith. Support will be available on a commercially reasonable basis via telephone, via electronic mail or at <http://support.web-ster.com>. If your use of The Service, software or any other equipment supplied by Clear Creek Telephone & TeleVision requires that Clear Creek Telephone & TeleVision visit The Business for assistance, repair, installation or connection, Clear Creek Telephone & TeleVision shall be entitled to charge its then prevailing rates and costs for such visit.

Clear Creek Telephone & TeleVision does not undertake to correct or repair and shall have no responsibility for software, hardware or equipment that it does not supply in connection with this class of service, and makes no guarantee that it will be able to fix your software, hardware or equipment even if supplied by Clear Creek Telephone & TeleVision.

The commercial class of service is provided over a shared network and users contend for bandwidth. Clear Creek Telephone & TeleVision will undertake reasonable network management, traffic analysis, operational procedures and user policies that endeavor to provide appropriate bandwidth at all times for as many customers as possible, but we do not guarantee the availability of any particular bandwidth. The speed of The Service provided to you at The Business will vary depending upon your computer, Internet traffic and associated equipment, and other factors.

If you post content in the provided web space or other areas available to the general public, you are giving us the world-wide, royalty-free, perpetual, irrevocable, sub-licensable, and non-exclusive license to use, reproduce, modify, adapt, frame, brand, co-brand, and publish such content in any media now known or later developed, including the right to make the content available to the general public. If you submit files or other materials to The Service, you license us to display, distribute, frame, and link to that content via The Service, and warrant that you have all rights necessary to authorize the distribution and re-

distribution of that content. You will provide information that we reasonably request related to any claim that your content infringes the rights of a third party.

### **3.0 Schedule of Rates and Related Rules and Regulations**

Clear Creek Telephone & TeleVision has created the Schedule of Rates and Charges Together with Rules and Regulations Applicable to Telephone Service in which pricing for The Service is scheduled. These prices, policies and practices, including matter relating to their validity, construction, performance and enforcement, will be governed by applicable federal law, the rules and regulations of the Federal Communications Commission (FCC), and the laws and regulations of the State of Oregon and Clackamas County. These policies and practices are subject to amendment, modification or termination if required by such regulations or laws. Further changes may be made at the discretion of the Board of Directors of Clear Creek Mutual Telephone Company.

### **4.0 Payment Terms**

You agree to be responsible for any and all charges, damages and costs that you or anyone using your Clear Creek Telephone & TeleVision account incurs. You agree to pay all monthly fees and installation charges including, but not limited to applicable, taxes, customer service fees, and late fees. Monthly fees will be billed one month in advance. If payment is not received by the due date, late fees and/or collection charges may be assessed and The Service may be terminated. You may incur charges including, without limitation, charges relating to the purchase of other services, such as additional email addresses and web space. All such charges, including all applicable taxes, are your sole responsibility. You may be required to pay a reconnect fee and/or a security deposit in addition to all past due charges before The Service is reconnected.

### **5.0 Software License**

At the time of installation of The Service, we may provide you with common third-party software (a browser and plug-ins) to enable and enhance The Service. Clear Creek Telephone & TeleVision does not support third-party software. If you have any questions concerning third-party software, you should contact the software manufacturer directly.

### **6.0 Public IP Address**

The Service is provided via the assignment of a dynamically assigned IP address ("Public IP Address") whose use has been licensed to Clear Creek Telephone & TeleVision for assignment with The Service. You may not use a statically assigned Public IP address with The Service. Customer acknowledges that use of The Service does not give Customer any ownership or other rights in any Internet addresses provided to Customer, including but not limited to Public IP Addresses, e-mail addresses, and web addresses. Clear Creek Telephone & TeleVision may modify or change such addresses at any time and shall in no way be required to compensate Customer for such changes.

### **7.0 Computer and Equipment Requirements**

The Service utilizes certain equipment provided by the Customer such as PC workstations, printers, operating systems, applications software, hubs, routers, and local area or wide area networks, (the "Customer Equipment"), as well as certain equipment provided by Clear Creek Telephone & TeleVision, such as software and external wiring and related equipment installed by Clear Creek Telephone & TeleVision ("The Equipment").

Clear Creek Telephone & TeleVision is not responsible for the operation, maintenance, service or repair of Customer Equipment or software including but not limited to PC workstations, printers, operating systems, applications software, hubs, routers, customer-

provided Ethernet card and local area or wide area networks used in conjunction with the services provided.

Clear Creek Telephone & TeleVision may offer third party manufactured devices and/or software for sale or make recommendations to subscribers about the purchase of third party manufactured devices and/or software, which at the time of purchase shall become Customer Equipment. All requests for technical service and support should be made directly to the manufacturer in accordance with their terms and conditions.

At the time of initial installation of The Service, your computer equipment must comply with Clear Creek Telephone & TeleVision's current minimum computer requirements that are available at <http://www.ccwebster.net> or <http://ccmtc.com>. The minimum computer requirements may change and Clear Creek Telephone & TeleVision will make reasonable efforts to support previously acceptable configurations; however, Clear Creek Telephone & TeleVision is not obligated to continue to provide such support.

You are required to purchase a DSL modem to use in conjunction with The Service, which shall be considered customer equipment.

The Ethernet card, which may be placed in your computer at the time of installation if required, or third party manufactured devices and/or software made available for sale shall be considered Customer Equipment. With the exception of Customer Equipment all of The Equipment provided by Clear Creek Telephone & TeleVision is and at all times shall remain the sole and exclusive personal property of Clear Creek Telephone & TeleVision, and you will acquire no interest therein by virtue of the payments provided or the attachment of any portion of The Equipment to The Premises.

## **8.0 Home Networking**

Cable routers, hubs, switches, wireless data devices, and CAT 5 wiring are home networking devices that sit between your DSL and other computers or devices on your network. Clear Creek Telephone & TeleVision may offer third party manufactured home networking devices for sale or make recommendations to subscribers about the purchase of home networking devices. However, Clear Creek Telephone & TeleVision will not install or support, provide wiring or configure a home network. If you have any questions concerning these home-networking devices, you should contact the manufacturer directly.

You may purchase up to 2 additional dynamic IP addresses from Clear Creek Telephone & TeleVision if your objective is to access the Internet with more than one computer at the same time. These additional addresses do not establish a true home network. However, it is the subscriber's responsibility to provide a hub or other sharing device and any wiring to additional computers.

## **9.0 Installation and Premises Visits**

You authorize Clear Creek Telephone & TeleVision personnel and/or its agents to enter The Premises at mutually agreed upon times in order to install, maintain, inspect, repair and remove The Service. Clear Creek Telephone & TeleVision personnel and/or its agents will not enter The Premises to install or repair The Service unless an adult is present in The Premises at the time of the service call.

If you are not the owner of The Premises upon which The Service is to be installed, you represent and warrant that you have obtained the consent of the owner of The Premises for Clear Creek Telephone & TeleVision personnel and/or its agents to enter The Premises for the purposes described above. You shall indemnify and hold Clear Creek Telephone & TeleVision harmless from and against any claims of the owner of The Premises arising out of the performance of this Agreement.

Clear Creek Telephone & TeleVision will provide installation services for the DSL and the configuration of one computer to be used for The Service. Clear Creek Telephone & TeleVision will not install or support, provide wiring or configure a home network. Clear Creek Telephone & TeleVision will send a qualified technician to The Premises to install DSL. If you currently have an outlet that is in a convenient location to your computer, the technician will test the existing outlet for required throughput signal levels. Your Windows Desktop computer will need an available Ethernet port, or an open PCI slot. Your Macintosh computer will need to have an available Ethernet port. If you have a laptop computer, an available Ethernet port must be available in advance of The Service installation. The technician will install the DSL and provide you with the software and information on The Service. Additional fees will apply if the installation requires placement of a new telephone jack. You acknowledge and agree that installation of The Service (including third party Software) may require Clear Creek Telephone & TeleVision personnel and/or its agents to open your computer. You further acknowledge and agree that installation and/or use of The Service (including third party software) may result in the modification of your computer's systems files. Clear Creek Telephone & TeleVision neither represents, warrants, nor covenants that such modifications will not disrupt the normal operations of your computer. Clear Creek Telephone & TeleVision shall have no liability whatsoever for any damage resulting from the installation and/or use of the third party software or file modifications. Clear Creek Telephone & TeleVision is not responsible for returning your computer to its original configuration prior to installation. Clear Creek Telephone & TeleVision strongly recommends that you back up all data prior to installation of The Service.

Clear Creek Telephone & TeleVision will not discount the installation charge if no Ethernet card is required. At the time of installation the Ethernet card shall be considered Customer Equipment. Customer has no obligation to return the Ethernet Card when The Service is discontinued.

### **10.0 Re-connect and Re-installation Fee**

If you disconnect The Service, request that The Service be disconnected, or if The Service is disconnected due to nonpayment or other breach of this Agreement, and if Clear Creek Telephone & TeleVision agrees to reconnect The Service, you will be charged fees for reconnecting and reinstalling The Service, and you agree to pay Clear Creek Telephone & TeleVision for such fees.

### **11.0 Relocation of The Service**

You will not remove any of The Equipment from The Premises or connect The Equipment to any outlet other than the specially engineered and tested outlet to which The Equipment was initially connected by the Clear Creek Telephone & TeleVision installer.

Clear Creek Telephone & TeleVision may relocate The Equipment for you within The Premises at your request for an additional charge. If you relocate to a new address, you will be charged a new installation fee to initiate The Service.

You agree not to connect any equipment, other than equipment authorized by Clear Creek Telephone & TeleVision, to the DSL outlet. You understand that failure to comply with this restriction may cause damage to the Clear Creek Telephone & TeleVision network and subject you to liability for damages and/or criminal prosecution.

You may not alter, modify or tamper with The Equipment or The Service, or permit any other person to do the same that has not received written authorization by Clear Creek Telephone & TeleVision.

## **12.0 Bandwidth Limitations and Speed**

The Service is provided over a shared network and users contend for bandwidth. Clear Creek Telephone & TeleVision will undertake reasonable network management, traffic analysis, operational procedures and user policies that endeavor to provide appropriate bandwidth at all times for as many customers as possible, but we do not guarantee the availability of any particular bandwidth.

You acknowledge and agree that Clear Creek Telephone & TeleVision shall have the right to monitor the "bandwidth" utilization (i.e. volume of data transmitted) arising out of The Service at any time and on an on-going basis and to limit excessive use of bandwidth in order to provide appropriate bandwidth at all times for as many customers as possible.

If Clear Creek Telephone & TeleVision determines that you have failed to comply with The Service's standards of conduct or limits on bandwidth and storage utilization, Clear Creek Telephone & TeleVision will attempt to notify you of your violation but reserves the right to suspend or cancel your account without prior notification.

The speed of The Service provided to you at The Premises will vary depending upon your computer, Internet traffic and associated equipment, and other factors.

## **13.0 Acceptable Use Policy**

You agree to use The Service strictly in accordance with the Acceptable Use Policy located at <http://www.ccwebster.net> or <http://www.ccmctc.com>, which may be modified by Clear Creek Telephone & TeleVision from time to time, and which is incorporated herein by reference and made a part of this Agreement.

## **14.0 Links to Third Party Web Sites**

In your use of The Service and/or Clear Creek Telephone & TeleVision Web sites, you may encounter various types of links that enable you to visit Web sites operated or owned by third parties ("Third Party Site(s)"). These links are provided to you as a convenience and are not under the control or ownership of Clear Creek Telephone & TeleVision. The inclusion of any link to a Third Party Site is not:

- (i) an endorsement by Clear Creek Telephone & TeleVision of the Third Party Site,
- (ii) an acknowledgement of any affiliation with its operators or owners, or
- (iii) a warranty of any type regarding any information or offer on the Third Party Site.

Your use of any Third Party Site is governed by the various legal agreements and policies posted at that Web site.

## **15.0 Monitoring, Removal of Content and Disclosure of Information**

Clear Creek Telephone & TeleVision is under no obligation to monitor The Service. However, Clear Creek Telephone & TeleVision reserves the right at all times and without notice to remove, restrict access to, or make unavailable, any content on its servers that it considers, in its sole discretion, obscene, lewd, lascivious, filthy, excessively violent, harassing, or otherwise objectionable, and to monitor, review, retain and/or disclose any content or other information in Clear Creek Telephone & TeleVision's possession about or related to you, your use of The Service or otherwise as Clear Creek Telephone & TeleVision deems necessary to satisfy any applicable law, regulation, legal process, or governmental request.

## 16.0 Privacy

You authorize Clear Creek Telephone & TeleVision to make inquiries and to receive information about your credit history from others and to utilize such information in its decision regarding its provision of The Service to you. You agree that Clear Creek Telephone & TeleVision may collect and disclose information concerning you and your use of The Service in the manner and for the purposes set forth herein and in Clear Creek Telephone & TeleVision's Privacy Policy. Please read the [Clear Creek Telephone & TeleVision Privacy Policy](#).

In addition, you should be aware that in keeping with federal and state law, Clear Creek Telephone & TeleVision may turn over other information such as the content of e-mail, in response to court order or specified legal process or certain kinds of emergency governmental requests.

Subscriber's privacy interests, including Subscriber's ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Electronic Communications Privacy Act, and the USA Patriot Act.

## 17.0 Termination and Surviving Obligations

Either party may terminate this Agreement at any time without cause by providing the other party with no less than twenty-four (24) hours written or telephonic notice of such termination. In the event of termination by you, you must notify Clear Creek Telephone & TeleVision by telephone or by a non-electronic written submission. E-mail submissions shall not constitute effective notice. In the event of termination by Clear Creek Telephone & TeleVision, Clear Creek Telephone & TeleVision may notify you of such termination by electronic or other means.

You expressly agree that upon termination of this Agreement:

- (i) You will pay Clear Creek Telephone & TeleVision in full for your use of The Equipment and The Service up to the latter of the effective date of termination of this Agreement or the date on which The Service and The Equipment have been disconnected and returned to Clear Creek Telephone & TeleVision. You agree to pay Clear Creek Telephone & TeleVision on a pro-rated basis for any use by you of The Equipment or The Service for a part of a month.
- (ii) You will permit Clear Creek Telephone & TeleVision to access The Premises at a reasonable time to remove The Equipment and other material provided by Clear Creek Telephone & TeleVision.
- (iii) You will ensure the immediate return of The Equipment to Clear Creek Telephone & TeleVision in the same condition as when received, ordinary wear and tear excepted.
- (iv) You are liable for the cost of repair or replacement of The Equipment if The Equipment is damaged, destroyed, lost or stolen while in your possession. If The Equipment is not returned to Clear Creek Telephone & TeleVision as upon termination of The Service, you will pay Clear Creek Telephone & TeleVision the replacement cost of The Equipment without any reduction for depreciation, wear and tear or the physical condition of The Equipment. You further agree that Clear Creek Telephone & TeleVision may apply any security deposit to any such obligations, and collect any remaining balance from you.
- (v) Clear Creek Telephone & TeleVision is authorized to delete any files, programs, data and e-mail messages associated with such account.

## **18.0 Disclaimer of Warranties**

You agree that you use The Service and any software and equipment supplied by Clear Creek Telephone & TeleVision at your sole risk. You expressly agree that Clear Creek Telephone & TeleVision is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights. The Service is provided to you "as is" without warranty of any kind. Neither Clear Creek Telephone & TeleVision, nor its affiliates or any of its suppliers or licensors, employees or agents warrant The Service will be uninterrupted or error free or free from viruses or other harmful malicious agents. Clear Creek Telephone & TeleVision does not warrant that any data or any files sent by or to you will be transmitted in uncorrupted form or within a reasonable period of time. All representations and warranties of any kind, express or implied, including, without limitation, any warranties of title, non-infringement, fitness for a particular purpose and merchantability are hereby excluded and disclaimed.

## **19.0 Limitation of Liability and Exclusive Remedy**

Clear Creek Telephone & TeleVision's entire liability and your exclusive remedy with respect to the use of The Service or third-party software and equipment or any breach by us of any obligation we may have under this Agreement shall be your ability to terminate The Service or to obtain the replacement or repair of any defective software or equipment. In no event shall Clear Creek Telephone & TeleVision's liability to you for any claim arising out of this Agreement exceed the amount paid by you to access and use The Service for a period of three months. In no event shall Clear Creek Telephone & TeleVision be liable for any breach of warranty, direct, indirect, consequential, exemplary, special, lost profits, or punitive damages with regard to the installation, outage, maintenance, use, failure or removal of The Service.

## **20.0 Indemnification**

You agree to indemnify and hold Clear Creek Telephone & TeleVision, its parents, subsidiaries, members, affiliates, officers and employees, harmless from any claim, demand, or damage, including costs and reasonable attorneys' fees, asserted by Clear Creek Telephone & TeleVision or any third party due to or arising out of your use of or conduct on The Service. Clear Creek Telephone & TeleVision will notify you within a reasonable period of time of any third party claim for which Clear Creek Telephone & TeleVision seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to Clear Creek Telephone & TeleVision's interests, as reasonably determined by Clear Creek Telephone & TeleVision.

## **21.0 Governing Law and Jurisdiction**

This Agreement and all matters arising out of or related to this Agreement will be governed by the laws of the State of Oregon, without regard to conflicts of law provisions. You agree that the Federal and State courts of Oregon alone have jurisdiction over all disputes arising under this Agreement and you consent to personal jurisdiction of those courts.

## **22.0 Validity of this Agreement**

This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes and replaces any and all prior written or oral agreements. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties as set forth

herein, and the remainder of this Agreement shall remain in full force and effect. Nothing contained in this Agreement shall be construed to limit Clear Creek Telephone & TeleVision's rights and remedies available at law or in equity. Clear Creek Telephone & TeleVision's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. This Agreement may not be assigned or transferred by you. This Agreement is freely assignable by Clear Creek Telephone & TeleVision to third parties.

### **23.0 Revisions to This Policy**

Clear Creek Telephone & TeleVision reserves the right to modify, amend, alter, or change the terms of this Agreement or revise any or all other aspects of The Service in its sole discretion at any time. Notice of modifications to this Agreement may be given by posting such changes to Clear Creek Telephone & TeleVision's homepage (<http://www.ccwebster.net>), by electronic mail or by conventional mail.

Your continued use of The Service after notice has been made constitutes your acceptance of this Agreement as modified. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any software or related materials provided by Clear Creek Telephone & TeleVision. This Agreement should be read in conjunction with our Acceptable Use Policy, ("AUP"), Privacy Policy, and other applicable policies.

### **24.0 How to Contact Clear Creek Telephone & TeleVision**

For any questions regarding this DSL Subscriber Agreement, complaints of violations, or cancellation notices, please contact Clear Creek Telephone & TeleVision at one of the following:

Phone: 503 631-2101  
U.S. Mail: Clear Creek Telephone & TeleVision  
18238 S Fischers Mill Road  
Oregon City, OR 97045



## Privacy Policy

### 1.0 Introduction

As a subscriber to DSL from Clear Creek Telephone & TeleVision, you are entitled to know information regarding the collection and disclosure of personally identifiable information we collect, how we use subscriber information, under what conditions we may disclose the information, the period during which we maintain it and the rights of subscribers concerning such information and its disclosures. This information relates only to personally identifiable information. It also applies only to information that you have furnished to us or certain information that is transmitted over our network.

By using The Service, you agree to the terms of this Privacy Policy. To ensure that you have reviewed the most recent version of this document refer to the Revisions to This Policy section to learn how to obtain the most recent version.

### 2.0 Collection of Records

To continue providing reliable and high quality service to you, we keep regular business records that may contain the following types of personally identifiable information: your name, service address, billing address, telephone numbers, social security number, credit information, driver's license number and subscriber correspondence. Our records include information on billing, payment, deposits, maintenance and repairs, the service options you have chosen, your computer configuration (for DSL Internet service) and the number and locations of DSL equipment installed in your home. We maintain records of research concerning subscriber satisfaction, which are obtained from subscriber interviews and questionnaires. Additionally, if you rent your home, we may have a record of whether landlord permission was required prior to installing our facilities as well as your landlord's name and address. When you use DSL Internet services the network may collect information or our technicians may become aware while servicing your account, on your use of such services, including information on the choices that a subscriber makes along the range of services offered, including the web sites you view or services you order on the Internet, the time that you actually use the services or view the web sites, and other information about your "electronic browsing."

Without your written or electronic consent, we cannot collect personal information over the Internet unless it is necessary to provide other service that we provide to you or to prevent unauthorized access to services or to subscriber data. We collect information contained in DSL Internet service transmissions directed to Clear Creek Telephone & TeleVision because it is necessary to provide a service you have requested.

Our detailed business records are used (and personal information contained in them disclosed) generally to help ensure you are being properly billed for the services you receive; to send you pertinent information regarding your telephone or other services; to improve the quality of the services we provide; and for tax and accounting purposes. Specifically, the information in these records is used to sell, install, maintain, connect, reconnect and disconnect services; to bill and collect service-related charges; to measure subscriber satisfaction and improve marketing and programming decisions; to mail related materials; to ensure compliance with relevant law and contractual provisions; to provide you with information about our products and services or new products and services which we may make available from time to time; and to answer questions from subscribers. Information collected about online services, including DSL Internet services, is used to understand customer reactions to the services we offer and to evaluate our network. It also helps protect our network from unauthorized use and to track any unauthorized access to services or to

subscriber data. We take all reasonable precautions to prevent unauthorized access to this information.

### **3.0 Disclosure**

Clear Creek Telephone & TeleVision considers the information contained in the business records we keep to be confidential. Unless prior written or electronic consent is obtained, personal information that we maintain related to our subscribers may be disclosed to a third party only if:

1. It is necessary to render or conduct a legitimate business activity related to the service we provide;
2. Such disclosure is required by court order and you are notified of such order; or
3. To a governmental entity as described below.

In the course of providing service and informing you about new products and services which we may make available from time to time, we may make your records available to our employees, agents and contractors in order to install, market, provide and audit service on each occasion that access to the information is needed. Access for these purposes is routine and does not occur with any specific frequency. Further, we make our subscriber records available each month or as needed to mailing services; to outside auditors when required; to attorneys and accountants on a continuous basis to render service to the company; whenever such concerns are raised; to collection services if required to collect past due bills at such time as bills are submitted for collection; to law enforcement when required to prevent network damage or the unauthorized reception of service; to governmental entities as described below; and to the United States Postal Service, when required, in connection with mailing. Under the recently enacted USA Patriot Act of 2001 (the "Act"), a governmental entity may require us to disclose certain information concerning your subscriber account for DSL Internet service(s) without advance notice to you. Upon receipt of a Federal or State administrative, grand jury or trial subpoena, or otherwise as set forth in the Act, we are required to disclose to the government the following subscriber records: your name and address; records of your Internet sessions (including session times and duration); how long you have subscribed to our services(s) (including start date) and the type(s) of services(s) utilized; your telephone number or other subscriber account identifying number(s), including any Internet or network address(es) assigned to you by our network; and the means and source of your payment(s) (including any credit card or bank account number). In addition, upon receipt of a Federal or State search warrant or court order, we are required to disclose to law enforcement agencies the content of and other records relating to electronic mail messages (including attachments to electronic mail messages and records relating to your electronic mail and Internet use), without advance notice to you. Additionally, law enforcement agencies may, by Federal or State court order, and without notice to you, obtain the right to install a device that monitors the addressing and routing of your Internet and electronic mail use, but not the contents of your electronic mail. The Act also allows us to voluntarily disclose certain information to law enforcement agencies and governmental entities in circumstances of immediate danger. If we reasonably believe that an emergency involving immediate danger or death or serious physical injury to any person requires disclosure of the information without delay, where permitted by law, we may voluntarily disclose to law enforcement agencies, without advance notice to you, the contents of your DSL Internet subscriber communications. The Act, under certain conditions, also allows the government, at our request, to intercept the communications of a computer trespasser, without obtaining a court order or search warrant. Finally, we may also disclose to law enforcement agencies the contents of Internet subscriber communications that were inadvertently obtained and appear to pertain to the commission of crime.

#### **4.0 Digital Millennium Copyright Act**

One of the purposes of the Digital Millennium Copyright Act (“DMCA”), signed into law in 1998, is to provide certainty for copyright owners and Internet service providers with respect to copyright infringement liability online. The law is applicable to Clear Creek Telephone & TeleVision’s DSL Internet service. In order to assist copyright holders in protecting their copyrights from online infringement, the DMCA provides for the issuance of a subpoena seeking the identification of an alleged online copyright infringer. Upon receipt of such a valid subpoena, an online service provider such as Clear Creek Telephone & TeleVision is required by law to expeditiously disclose the identity of the alleged infringer to the copyright owner or a person authorized to act on the copyright owner’s behalf.

#### **5.0 DSL Subscriber Agreement and Acceptable Use Policy**

Please refer to the Clear Creek Telephone & TeleVision DSL Subscriber Agreement and Acceptable Use Policy for additional information related to DSL Internet service.

#### **6.0 Mailing Lists**

Clear Creek Telephone & TeleVision does not disclose information to others, such as advertisers and telemarketers, for any purposes. We do not sell or disclose customer lists to commercial or charitable users.

#### **7.0 Retention**

We destroy customer information that is no longer necessary for the purpose for which it is collected unless there is a legitimate request or order to inspect the information still outstanding or the information remains in routine records that are periodically discarded under our document retention policies. The information that you have provided us upon installation of service is maintained in our management information system and billing system, and is updated as new information is added. Accounting and billing records are retained for ten years for tax and accounting purposes or until the relevant income tax years for which the document was created have been closed for income tax purposes and/or all appeals have been exhausted. Routine paper records necessary to render or conduct legitimate business activities related to the cable service or other service provided to you as a customer are kept in accordance with our voluntarily adopted document retention. Paper records such as work orders and records of technical maintenance and service you are provided are retained for three years. These records may remain on file even after you have terminated service. Subject to applicable law, records relating to involuntary disconnects are kept indefinitely by us to facilitate collection and evaluation of credit worthiness and are updated as new information is added.

#### **8.0 Customer Rights**

You may inspect our records that contain information about you and to correct any error in our information. If you wish to inspect the records at our system office pertaining to you, please contact us at our business office between the hour of 8:00 a.m. and 5:00, p.m., Monday through Friday (holidays excluded), to set up an appointment.

#### **9.0 Revisions to This Policy**

Clear Creek Telephone & TeleVision reserves the right to modify, amend, alter, or change the terms of this Privacy Policy or revise any or all other aspects of The Service in its sole discretion at any time. Notice of modifications to this Privacy Policy may be given by posting such changes to Clear Creek Telephone & TeleVision’s homepage (<http://www.ccwebster.net> or <http://www.ccmtc.com>), by electronic mail or by conventional mail.

Your continued use of The Service after notice has been made constitutes your acceptance of this Privacy Policy as modified. The updated, online version of this Privacy Policy shall supersede any prior version of this Privacy Policy that may have been included in any software or related materials provided by Clear Creek Telephone & TeleVision. This Privacy Policy should be read in conjunction with our Acceptable Use Policy, ("AUP"), DSL Subscriber Agreement, and other applicable policies.

## **10.0 How to Contact Clear Creek Telephone & TeleVision**

For any questions regarding this Privacy Policy, complaints of violations, or cancellation notices, please contact Clear Creek Telephone & TeleVision at one of the following:

Phone: 503 631-2101

U.S. Mail: Clear Creek Telephone & TeleVision  
18238 S Fischers Mill Road  
Oregon City, OR 97045



Clear Creek  
Telephone & TeleVision



Clear Creek  
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