



## Subscriber Agreement - Terms and Conditions

Cascade Access dba Reliance Connects High-Speed Internet service (the “Service”) and here after referred to as Reliance Connects will be provided to you (“you,” “your,” or “Customer”) on the terms and conditions set forth in this Subscriber Agreement (the “Agreement”) by the operating company Cascade Access LLC dba Reliance Connects (“Reliance Connects,” “we,” “us,” or “our”). For purposes of this Agreement, “affiliate” means any entity that controls, is controlled by, or is under common control with Cascade Access LLC.

### 1. Equipment Access:

- a. **Required Equipment:** You understand and agree that the Service requires certain equipment provided by you such as a personal computer, an Ethernet device, if required, and an appropriate operating system (the “Customer Equipment”), as well as certain equipment provided by Reliance Connects or its designee such as, software and external wiring and related electronic equipment installed by Reliance Connects up to the point twelve inches from where the wiring enters your residence (“Reliance Connects Equipment”). If you are leasing a modem or wireless gateway/router from us, the modem or gateway/router is the property of Reliance Connects. Reliance Connects reserves the right to provide the Service only to the extent that you use a modem or gateway/router compatible with the Service. We have the unrestricted right, but not the obligation, to upgrade or change the firmware in our equipment at any time that we, at our sole discretion, determine is necessary or desirable. We may perform these upgrades or changes remotely.
- b. **Access to Customer Premises:** You authorize Reliance Connects and its employees, agents, contractors, and representatives to enter your premises at which the Service will be accessed (the “Premises”) in order to install, configure, maintain, inspect, repair and remove the Reliance Connects Equipment. All such access will occur during normal business hours or by appointment. You warrant that you are the owner of, or a tenant in, the Premises, and that you have the authority to enter into this Agreement. If you are not the owner of the Premises, upon request, you will supply us with the owner’s name and address, evidence that you are authorized to grant access to the Premises on the owner’s behalf, and (if requested by Reliance Connects ) written consent from the owner of the Premises.
- c. **Reliance Connects Equipment:** The Reliance Connects equipment will at all times remain the property of Reliance Connects or its designee. You acknowledge that the Reliance Connects Equipment is merely a means through which the Service is provided by us and may be removed or changed by us at our discretion as we deem appropriate, including through “downloads” to your computer(s) or otherwise. You agree not to use the Reliance Connects Equipment for any purpose other than to use the Service pursuant to this Agreement. During the term of this

Agreement, Reliance Connects will repair and maintain all Reliance Connects Equipment and you agree that the Reliance Connects Equipment will not be serviced by anyone other than Reliance Connects employees or agents. You shall not sell, transfer, lease, encumber or assign all or part of the Reliance Connects Equipment to any third party. You will not relocate the Reliance Connects Equipment. At your request, we may, at an additional charge, relocate the Reliance Connects Equipment within the Premises at a time agreed to with you. If you change residences or disconnect your Service, you must contact Reliance Connects for additional information concerning disconnecting the Service, the possibility, costs and procedures for transferring the Reliance Connects Equipment and Service to your new residence. You shall pay to Reliance Connects the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Reliance Connects Equipment or part thereof, together with any incidental costs incurred by us relating to the replacement of the Reliance Connects Equipment or part thereof.

## 2. Fees and Payments

- a. **Fees and Charges:** You agree to pay all charges and fees associated with the use of the Service, which charges may include, without limitation, monthly service fees, charges for the use of Reliance Connects Equipment, installation charges, charges for service calls and other charges. In addition, you agree to pay all applicable federal, state and local fees and taxes. A current listing of fees and charges can be found at [www.relianceconnects.com](http://www.relianceconnects.com) or you may request this information from your local office. Reliance Connects shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance. Installation and other charges will be billed according to our current billing policies. Your Reliance Connects invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us.
- b. **Credit Card:** If authorized by you, Reliance Connects shall charge all amounts payable by you to Reliance Connects pursuant to this Agreement to your credit card in accordance with the credit card information provided by you. By providing a credit card number to us, you authorize us to continue charging the credit card for all monthly fees (including without limitation monthly service fees and equipment charges, as well as applicable taxes and fees) payable to Reliance Connects, and any other charges incurred by you and payable to Reliance Connects pursuant to this Agreement, until this Agreement is terminated. Monthly service fees and equipment fees may be charged up to thirty (30) days in advance of the first day of the month for which the charges relate. You agree to inform us immediately of any change in credit card information (including without limitation a change in expiration date). Your card issuer agreement governs use of the credit card in connection with the Service, and you must refer to that agreement with respect to your rights and liabilities as a cardholder. If Reliance Connects does not receive

payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand by us.

- c. **Late Payments; Failure to Pay:** You agree to pay Reliance Connects, as set forth in this Agreement, for any fees or charges due to Reliance Connects, including any late fee(s) and related fees, charges and assessments due to late payments or non-payments. If Reliance Connects does not receive any required payment from you by the date on which the payment is due, or you pay less than the full amount due Reliance Connects where we provide more than one product or service to you, you may be charged such fees, charges and assessments and the Service may be disconnected. If the Service is disconnected, in addition to the rights and remedies of Reliance Connects under this Agreement or otherwise, you may be required to pay a reconnect fee in addition to all past due charges before the Service is reconnected. Any late fee(s) and related fees, charges and assessments due to late payment and nonpayment are not penalties. Rather, they are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments or non-payments by our customers. You may avoid these fees and other separate or additional charges relating to late payment and non-payment by complying with the payment provisions of this Agreement and by complying with Reliance Connects current billing policies. If you fail to pay for the Service when due (because of a failure to comply with the payment provisions of this Agreement or for any other reason), you agree to voluntarily pay all late fee(s) and related fees, charges and assessments due to late payment and non-payment. Reliance Connects does not anticipate that you will fail to pay for the Service on a timely basis. We do not extend credit to customers and the administrative fee(s), related fees, charges and assessments are not interest, a credit service charge or a finance charge. Reliance Connects late fee practices may be revised to comply with applicable state or local laws, rules or regulations. If we are required to use a collection agency or attorney to collect money owed by you or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorneys' fees and arbitration or court costs.
- d. **Additional Charges:** The Service will allow you to access the Internet, content providers, providers of services, on-line services and other information. You acknowledge that you may incur charges on account of such access or usage through the Service separate and apart from the amounts charged by us. In addition, you may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. In addition, you are solely responsible for protecting the security of credit card and payment information provided in connection with such transactions.
- e. **Alternate Billing Arrangements:** In certain cases, Reliance Connects may agree to provide billing services on behalf of content providers, service providers or other third parties. If such billing services are provided by Reliance Connects, we shall be acting as the agent of the third party. Any such third party charges shall be payable pursuant to any contract or other arrangement between you and the third party. We shall not be responsible for any dispute regarding these

charges between you and any third party for whom Reliance Connects bills. You must address all such disputes directly with the third party.

- f. **Credit Inquiries:** You authorize Reliance Connects to make inquiries and to receive information about your credit experience from others, enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes.
- g. **Billing Errors:** Subject to applicable law, you must notify us of any billing errors or other requests for refund in a timely manner. We may use Oregon Administrative Rules for small telecommunications companies to comply with billing errors.
- h. **Account Access:** In order to protect the privacy of your account information, we may require that you use a security code or other method, designated in accordance with our policies, to confirm your identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service. These are sometimes referred to a Customer Proprietary Network Information (CPNI) rules.

### 3. Customer Information, Privacy, and Security

- a. **Customer Privacy and Security:** Your privacy interests, including your ability to limit disclosure of certain information to third parties, is described in the Reliance Connects [Privacy Policy](#) which is located on our website for viewing. You acknowledge your receipt of the Reliance Connects Privacy Statement and your express consent to the terms of that privacy policy. To the extent that Reliance Connects is expressly required to do so by applicable law, we will provide notice to you of a breach of the security of certain personally identifiable information about you. It is Reliance Connects information security policy to provide such notice to you in the manner set forth in section 9(b) of this agreement.
- b. **Information Provided To Third Parties:** The Service will allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and information. Some of these goods, services and information may be accessible directly from the Service, and others may be accessible from the third parties referenced above. In connection with this third party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. Reliance Connects is not responsible for any such information provided by you to third parties, and this information is not subject to the privacy provisions of this Agreement or the Reliance Connects Privacy Policy. You assume all privacy and other risks associated with providing personally identifiable information to third parties via the Service. For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

### 4. Acceptable Use Policy (AUP); Prohibited Uses of the Service

- a. **Acceptable Use Policy:** You expressly agree not to use the Reliance Connects Customer Equipment or the Service, directly or indirectly, to undertake or accomplish any unlawful purpose or in violation of any posted Reliance Connects policy applicable to the Service. Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that the terms of the AUP and any other applicable Reliance Connects policies may be put into effect or revised from time to time without notice by posting a new version of the AUP or the other policy as set forth above. Accordingly, you and other users of the Service should consult the AUP and all other posted policies regularly to conform to the most recent version.
- b. **Prohibited Uses of the Service:** The Reliance Connects Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. You agree to indemnify, defend and hold harmless Reliance Connects and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of any breach of this Section 5(b) including, but not limited to, any claims based on or arising out of any material violation of any applicable law.
- c. **System and Network Security:** Violations of system or network security are prohibited, and may result in criminal and civil liability. Reliance Connects will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:
  - Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
  - Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
  - Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
  - Forging of any TCP-IP packet header or any part of the header information in an e-mail or a newsgroup posting.

**5. Representations and Warranties of Customer. You represent and warrant that:**

- a. **Age:** You are at least 18 years of age.
- b. **Customer Information:** The Customer information that you have provided and will provide to Reliance Connects during the term of this Agreement, including without limitation your legal name, address, telephone number(s), and payment data (including without limitation credit card

numbers and expiration dates) is accurate, complete and current. You agree to promptly notify us, in accordance with the terms of this Agreement, if there is any change in the information that you have provided to us. Failure to provide and maintain accurate information constitutes a breach of this Agreement.

- c. **Multiple Users:** The Service and the Reliance Connects Equipment shall be used only by you and by members of your immediate household living with you at the same address. You acknowledge that you are executing this Agreement on behalf of all persons who use the Reliance Connects Equipment and/or Service by means of the Customer Equipment. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible for and liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the Service and/or the Equipment and/or Customer Equipment by you or by any other user. You agree to indemnify, defend and hold harmless Reliance Connects and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) arising out of the use of the Service, the Reliance Connects Equipment and/or the Customer Equipment or the breach of this Agreement by you or any other user.
- d. **No Tampering:** You will not service, alter, modify or tamper with the Reliance Connects Equipment or with the Service, or permit any other person (unless authorized by Reliance Connects) to do so. This prohibition includes, without limitation, altering a modem to change the downloading or uploading capacity of the modem.
- e. **IP Addresses:** Reliance Connects will provide you with dynamic Internet protocol (“IP”) address (es) as a component of the Service and these IP address (es) can and do change over time. You will not alter, modify, or tamper with these dynamic IP address (es) or those of any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address (es) for any commercial purpose. You also agree not to use any software on or in conjunction with any computer(s) or network device connected to the Service that provides for static IP address (es). If applicable, Reliance Connects will release and/or recover the dynamic IP address (es) upon disconnection, discontinuance, or termination of the Service or this Agreement.
- f. **Theft of Service:** You will not connect the Service or any Reliance Connects Equipment to more computers, either on or outside of the Premises, than are reflected in your account with us. You acknowledge that any unauthorized receipt of the Service constitutes theft of service, which is a violation of federal law and can result in both civil and criminal penalties. In addition, if the violations are willful and for commercial advantage or private financial gain, the penalties may be increased.
- g. **Copyrighted Material:** You will not download, cache, or otherwise use the Service to view copyrighted material without the prior written permission of the copyright holder. You

understand and agree that most movies, books, works of art (such as Getty Images) and music is under copyright. This limitation does not apply to movies, books and music which is downloaded through a recognized service subscribed to by you such as Amazon Prime, Netflix or Apple. It is our policy of addressing and terminating accounts of users how are found to be repeat infringers of copyrighted material. We will accommodate and not interfere with “standard technical measures” used by copyright owners to identify and protect copyrighted works.

## 6. Termination and Expiration

- a. **Term:** The term of this Agreement shall commence upon the installation of your Service, and shall continue on a month to month basis thereafter until terminated as provided for in this Agreement or until superseded by a revised Subscriber Agreement.
- b. **Termination by Customer:** You may terminate this Agreement for any reason at any time by providing Reliance Connects with notice of termination, in accordance with the terms of this Agreement. In the event of your termination, any applicable fees and charges will be due and payable immediately. This may include early termination fees and/or modem rental fees that may have been waived under a contract.
- c. **Termination by Reliance Connects:** We may terminate this Agreement at any time without prior notice if you fail to comply in full with any term of this Agreement, or for any other reason upon five (5) days’ notice to you. In the event Reliance Connects terminates the Service for any reason other than your violation of this Agreement, any fees and charges will be due and payable immediately.
- d. **Customer Obligations Upon Termination:** You agree that upon termination of this Agreement:
  - You will immediately cease use of the Service and the Reliance Connects Equipment provided to you pursuant to this Agreement or otherwise used by you to access the Service.
  - You will pay in full for your use of the Service and the Reliance Connects Equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the Reliance Connects Equipment has been returned. You agree to pay on a pro-rated basis for any use by you of the Reliance Connects Equipment or Service for a part of a month.
  - You shall return the Reliance Connects Equipment (including without limitation the modem and/or gateway/router if you are leasing a modem and/or gateway/router from Reliance Connects) to Reliance Connects, by any method reasonably requested by us, within 10 days after termination of the Agreement. Upon our request, you will permit us, and our employees, agents, contractors, and representatives, to access your premises during normal business hours or by appointment to remove the Reliance Connects Equipment and other material provided by Reliance Connects. You will ensure

the return of all Reliance Connects Equipment to Reliance Connects. If any Reliance Connects Equipment is not returned, you agree that Reliance Connects may bill you for the charges referred to in Section 1 (c) above.

- e. **Retention of Rights:** Nothing contained in this Agreement shall be construed to limit Reliance Connects rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, Reliance Connects and its suppliers reserve the right to delete all your data, files, electronic messages or other Customer information that is stored on Reliance Connects or its suppliers' servers or systems. In addition, you may forfeit your account user name and all e-mail, IP, and web space addresses. We shall have no liability whatsoever as the result of the loss of any such data names or addresses.
- f. **Survival:** All representations, warranties, indemnifications and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

## **7. Limitation of Liability; No Warranties; Warnings**

- a. **Limited Warranty:** THE RELIANCE CONNECTS EQUIPMENT AND THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RELIANCE CONNECTS NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS WARRANT THAT ANY CONNECTION TO, TRANSMISSION OVER, OR RESULTS OF THE RELIANCE CONNECTS EQUIPMENT OR THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL PROVIDE UNINTERRUPTED USE OR WILL OPERATE AS REQUIRED, UNINTERRUPTED, AT ANY MINIMUM SPEED, OR ERROR FREE. YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED CREDIT UPON REQUEST ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICE DUE TO A TECHNICAL MALFUNCTION FOR TWENTY-FOUR (24) CONSECUTIVE HOURS OR MORE. TO QUALIFY FOR SUCH CREDIT, YOU MUST REQUEST THE CREDIT FROM RELIANCE CONNECTS WITHIN THIRTY (30) DAYS OF THE FAILURE. CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR THE SERVICE AND ANY CREDITS PROVIDED BY RELIANCE CONNECTS ARE AT OUR SOLE DISCRETION AND IN NO EVENT SHALL CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY RELIANCE CONNECTS. NEITHER RELIANCE CONNECTS NOR DO ITS AFFILIATES, SUPPLIERS, OR AGENTS WARRANT THAT ANY DATA OR 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 PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY EXCLUDED.
- b. **Limitation of Liability:** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO CIRCUMSTANCE AND UNDER NO LEGAL THEORY (INCLUDING WITHOUT LIMITATION TORT, CONTRACT, AND OTHERWISE), SHALL RELIANCE CONNECTS OR ITS AFFILIATES, SUPPLIERS OR AGENTS HAVE ANY LIABILITY TO CUSTOMER OR TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF EARNINGS, LOSS



OF BUSINESS OPPORTUNITIES AND PERSONAL INJURIES (INCLUDING DEATH), RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICE, THE RELIANCE CONNECTS EQUIPMENT, OR THE CUSTOMER EQUIPMENT OR CUSTOMER'S RELIANCE ON OR USE OF THE SERVICE, THE RELIANCE CONNECTS EQUIPMENT, OR THE CUSTOMER EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY MISTAKES, OMISSIONS, INTERRUPTIONS, COMPUTER OR OTHER HARDWARE OR SOFTWARE BREACH, FAILURE, OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN TRANSMISSION, OR FAILURE OF PERFORMANCE OF THE SERVICE, THE RELIANCE CONNECTS EQUIPMENT, OR THE CUSTOMER EQUIPMENT; OR (ii) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES OR COSTS (INCLUDING LEGAL FEES) RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE SERVICE, THE RELIANCE CONNECTS EQUIPMENT, OR THE CUSTOMER EQUIPMENT BY CUSTOMER OR ANY OTHER PERSON OR ENTITY INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY.

- c. **No Liability For Viruses:** Reliance Connects makes no representation or warranty that any software or content installed on your computer(s) or downloaded from the Internet Service provided does not contain a virus or other harmful feature or software and it is your sole responsibility to take appropriate precautions to protect any computer or other hardware of yours from damage to its software, files or data as a result of any such virus or other harmful feature or software. We may, but are not required to, terminate all or any portion of the installation or operation of the Service if a virus or other harmful feature or software is found to be present on your system. We are not required to provide you with any assistance in removal of the virus or other harmful feature or software. If we decide, in our sole discretion, to install or run virus or other harmful software check software on your computer(s), we make no representation or warranty that the check will detect or correct any or all viruses or other harmful features or software. You acknowledge that you may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature or software detected on your system. NEITHER RELIANCE CONNECTS NOR SHALL ITS AFFILIATES, SUPPLIERS, OR AGENTS HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR SOFTWARE OR FROM ANY ATTEMPT TO REMOVE IT.
- d. **Customer's Hardware and Software:** The installation, configuration, use, inspection, maintenance, repair and removal of the Reliance Connects Equipment and/or certain Customer Equipment used in connection with the Service may result in service outage or potential damage to your computer(s) and other Customer Equipment. Except for gross negligence or willful misconduct by us, neither Reliance Connects nor any of its affiliates, suppliers, and agents shall

have any liability whatsoever for any damage, loss or destruction to the Customer Equipment (including without limitation your computer(s) and peripherals). In the event of such gross negligence or willful misconduct by Reliance Connects, at our sole discretion we shall pay for the repair or replacement of the damaged parts up to a maximum of \$1,000 and this shall be your sole remedy relating to such activity. In addition, as part of the installation process for the software and other components of the Service, system files on your computer may be modified. Reliance Connects does not represent, warrant or covenant that these modifications will not disrupt the normal operations of any Customer Equipment including without limitation your computer(s), or cause the loss of files. FOR THESE AND OTHER REASONS, IT IS RECOMMENDED THAT YOU BACK-UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE ASSOCIATED RISKS OF ANY DECISION BY YOU NOT TO DO SO. NEITHER RELIANCE CONNECTS NOR ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY SOFTWARE, FILES OR DATA. In addition, the opening of your computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You understand that your computer may need to be opened, either by you or by us or our agents, in connection with the installation or repair of the Service. NEITHER Reliance Connects NOR SHALL ANY OF ITS AFFILIATES, SUPPLIERS, OR AGENTS HAVE ANY LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

- e. **Not Liable for Third Parties:** You acknowledge that we may use the services, equipment and infrastructure and content of others in providing the Service and those third parties may provide components of the Service. We are not responsible for the performance (or non-performance) of such services, equipment, infrastructure or content of others whether or not they constitute components of the Service. In addition, you understand that you will have access to the services and content of third parties through the Service, including without limitation that provided by content providers (whether or not accessible directly from the Service). Services, equipment, infrastructure and content that are not provided by us (even if they are components of the Service) are not the responsibility of Reliance Connects, and we shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the creators of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised over the Service. No undertaking, representation or warranty made by an agent or employee of Reliance Connects or our underlying third party providers in connection with the installation, maintenance, or provision of the Service which is inconsistent with the terms of this Agreement shall be binding on Reliance Connects. The limitations of liability set forth in Section 7(b) apply to the acts, omissions, and negligence Reliance Connects and its underlying third party providers and suppliers (and their respective officers, employees, agents, contractors or representatives) which, but for that provision, would give rise to a cause of action in contract, tort or any other legal doctrine.

- f. **Customer Responsibility for Content:** You acknowledge that there is some content and material on the Internet or otherwise available through the Service which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. We assume no responsibility for this content or material. All content and material accessed by you or others through the Service is accessed and used by you or such others at their own risk, and neither Reliance Connects nor its affiliates, suppliers, or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content or material by you or others. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. We make no representation or warranty regarding the effectiveness of such programs.
- g. **Monitoring of Postings and Transmissions:** Reliance Connects shall have no obligation to monitor postings or transmissions made in connection with the Service. However, you acknowledge and agree that Reliance Connects and its agents shall have the right to monitor any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and web space content, from time to time and to use and disclose them in accordance with Sections 3 and 4 of this Agreement, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.
- h. **Eavesdropping:** Our facilities are used by numerous persons or entities including, without limitation, other subscribers to the Service. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of the Service. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of the Service. Any sensitive or confidential information posted, stored, transmitted or disseminated by you is done so at your sole risk, and neither Reliance Connects nor its affiliates, suppliers, or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by you. You acknowledge that software programs claiming to be capable of encryption are commercially available. We make no representation or warranty regarding the effectiveness of these programs.
- i. **FTP/HTTP Service Setup:** You acknowledge that when using the Service there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to allow such other persons or entities to gain access to Customer's Equipment. You are solely responsible for the security of the Customer Equipment or any other equipment you choose to use in connection with the Service, including without limitation any data stored on such equipment. Neither Reliance Connects nor its affiliates, suppliers, or agents shall have any liability whatsoever for any claims, losses, actions,

damages, suits or proceedings resulting from, arising out of or otherwise relating to the use of such applications by you, or the access by others to the Customer Equipment or other equipment of yours.

- j. **File and Print Sharing:** The Service functions in some ways as a Local Area Network (LAN) with each Customer constituting a node on the network. As such, users outside of the Premises may be able to access the Customer Equipment and other equipment connected in some way to the Customer Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, and to the software, files and data stored on such equipment. For example, operating systems such as Windows and Macintosh include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer Equipment and other equipment connected in some way to the Customer Equipment, even if you are not using the Service. Unless you are subject to a Service plan that expressly provides otherwise, we recommend that you connect only a single computer to the Service and that you disable file and print sharing and other capabilities that allow outside users to gain access to the Customer Equipment. You acknowledge that if you choose to run these applications, you should take appropriate security measures, and that any failure by you to follow this recommendation is at your sole risk. Neither Reliance Connects nor its affiliates, suppliers, or agents shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to access by others of the Customer Equipment or any other equipment connected in some way to the Customer Equipment, or to the software, files and data stored on such equipment.
- k. **High Risk Activities:** The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service 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. You expressly assume the risks of any damages resulting from High Risk Activities.
- l. **Facilities Allocation:** Reliance Connects reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support the Service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with the Service.
- m. **Cookies:** You acknowledge that accessing certain web sites through the Service may result in a “cookie” being placed on your computer system. Cookies are small files stored on a computer’s hard drive to simplify and improve a user’s Web experience. It is your responsibility to disable or restrict the placement of cookies through whatever procedures are available on your browser if you don’t want them placed on your computer system.

- n. **Sole Remedy:** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Some states do not allow the exclusion or limitation of implied warranties, and some states do not allow the limitations or exclusion of incidental or consequential damages, so certain of the above exclusions may not apply. In such states, the liability of Reliance Connects and its affiliates, suppliers, and agents is limited to the maximum extent permitted by law.

## 8. Legal Action

This Agreement shall be governed under Federal laws and the laws of the State of Oregon. Sole and exclusive venue for any action brought in connection with this Agreement shall be either Federal or state court in Clackamas County, Oregon. Any section of this Agreement that is held illegal is severable if it does not destroy the intention of this Agreement and the remaining provisions shall remain in full force and effect. In the event any suit or action is instituted to enforce any terms of this Agreement, the losing party shall pay the prevailing party, in addition to the costs and disbursements allowed by statute, such sums as the court may adjudge reasonable as attorney's fees in such suit or action in both trial and appellate courts.

a. **Restrictions:**

- YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE (EXCEPT FOR BILLING DISPUTES WHICH ARE SUBJECT TO SECTION 2.7 OF THE AGREEMENT), OR YOU WAIVE THE RIGHT TO PURSUE A CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE.  
(2) ALL PARTIES MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE LITIGATED ON A CLASS-ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED.

## 9. Miscellaneous

- a. **Contacting Us:** For any inquiries or notices required in connection with this Agreement, you may contact us at [relianceconnects.com](http://relianceconnects.com) or in writing to Reliance Connects, Attn: Internet Customer Service 303 SW Zobrist, Estacada OR 97023
- b. **Notice:** Reliance Connects may deliver any required or desired notice to you by posting it on the Service's web site at [relianceconnects.com](http://relianceconnects.com) or on another web site about which you have been notified, or by sending notice via e-mail, first class U.S. postal mail, or overnight mail to your physical address of record or the e-mail address on Reliance Connects account records. You agree that any one of the foregoing will constitute sufficient notice. Because we may from time to time notify you about important information regarding the Service and the Agreement by these methods, you agree to regularly check your postal mail, e-mail and all postings on the

Service's web site at [relianceconnects.com](http://relianceconnects.com) or on another web site about which you have been notified and bear the risk of failing to do so.

- c. **Changes to the Service and the Agreement:** Reliance Connects may, in its sole discretion, change, add to or remove portions of the Service (including without limitation content, functionality, hours of availability, equipment requirements, speed, and upstream and downstream rate limitations) at any time without notice. In addition, we may amend or modify this Agreement at any time in our sole discretion. We will notify you of any such amendments or modifications as set forth in Section 9(b) above. You agree that any one of the foregoing will constitute sufficient notice of these changes. Your continued use of the Service following notice of these changes shall be deemed to be your acceptance of any of the changes. If you do not agree to any changes, you must immediately stop using the Service and notify Reliance Connects that you are terminating this Agreement. You will then be entitled to a refund of any unused portion of any monthly service fee for the Service that has been paid by you in advance (less any outstanding amounts due Reliance Connects for equipment or other applicable fees and charges). You may not amend or modify this Agreement. Any attempt by you to amend or modify this Agreement by any other means, including but not limited to, a check notation, a restrictive endorsement, or a note with a payment, is invalid and unenforceable.
- d. **No Relationship:** Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Reliance Connects, any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.
- e. **Assignment:** Reliance Connects may assign its rights and obligations under this Agreement, without notice, to any affiliate of Reliance Connects, to any party (or its affiliate) acquiring all or substantially all of the assets or stock, by merger or otherwise, of Reliance Connects or any affiliate of Reliance Connects, or to any person or entity purchasing or otherwise acquiring the Reliance Connects system serving the Premises. This Agreement may not be assigned or transferred by Customer without Reliance Connects prior consent.
- f. **General:** This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and supersede and replace any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. Reliance Connects 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.

Revised and effective: July 2017