

McMinnville Access Company DBA OnlineNW ("OnlineNW")  
RESIDENTIAL TELEPHONE SERVICE AGREEMENT

***IMPORTANT NOTICE ABOUT YOUR OnlineNW  
VOICE OVER IP (VoIP) TELEPHONE SERVICE:***

ONLINENW TELEPHONE SERVICE WILL BE PROVIDED TO YOU OVER THE BROADBAND INTERNET SERVICE TO YOUR HOME. ONLINENW WILL PROVIDE A TELEPHONE ADAPTER THAT WILL CONNECT YOUR TELEPHONE(S) TO YOUR DSL OR WIRELESS MODEM IN ORDER TO PROVIDE YOU WITH HIGH QUALITY TELEPHONE SERVICE AT YOUR HOME. THE TELEPHONE ADAPTER THAT IS PROVIDED TO YOU IS DESIGNATED EXCLUSIVELY FOR USE IN YOUR HOME. USE FROM ANY OTHER LOCATION IS STRICTLY PROHIBITED.

ONLINENW, HAVING CLEARLY STATED THAT THE TELEPHONE ADAPTER THAT WILL BE PROVIDED IS FOR USE EXCLUSIVELY AT YOUR HOME, WILL NOT BE HELD LIABLE, IN ANY WAY, IN THE EVENT THAT YOU ATTEMPT TO USE YOUR TELEPHONE ADAPTER TO SUMMON EMERGENCY SERVICES FROM ANY LOCATION OTHER THAN YOUR HOME. ONLINENW WILL NOT BE HELD LIABLE FOR ANY DAMAGES, INJURIES OR LOSS OF LIFE RESULTING FROM, OR EXACERBATED BY AN INABILITY TO REACH EMERGENCY SERVICES PERSONEL, OR BY EMERGENCY SERVICES PERSONEL BEING UNABLE TO LOCATE YOU IN THE EVENT THAT YOU DIAL 911 VIA A TELEPHONE ADAPTER THAT IS BEING USED FROM ANY LOCATION OTHER THAN THE HOME TO WHICH YOUR SERVICE IS REGISTERED.

**EMERGENCY SERVICES - 911 DIALING**

OnlineNW supports 911 dialing as part of your Service but the manner in which the call is delivered to emergency personnel differs from that of traditional telephone Service. OnlineNW will route all 911 calls to the Public Safety Answering Point (PSAP) which serves your location but the Service is different in a number of important ways from traditional 911 or E911 Service as described below. You shall inform any household residents, guests and other third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in, and limitations of the OnlineNW 911 dialing Service as compared to traditional 911 or E911 dialing. The documentation that accompanies your telephone adapter includes stickers concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions to place the 911 Sticker on each telephone that you use with the Service. If you did not receive a 911 Sticker with your documentation, or you require additional 911 Stickers, please contact our customer care department at 503.883.9200.

**How Emergency Personnel are Contacted.** All 911 calls will be transferred to a Public Safety Answering Point (PSAP) which serves your location. The Service is also designed to transmit the telephone number and the registered location from which you are calling. Use from any other address is strictly prohibited.

**Physical Location.** Use of OnlineNW telephone (VoIP) Service is permitted only at the address to which it is registered; use from an alternate location is strictly prohibited. Should OnlineNW be required to direct emergency personnel, the location information that is provided to an emergency operator is always the address that you provided when the Service was ordered.

**Service Outages.**

- (a) Service Outages Due to Power Failure or Disruption. 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure your telephone adapter prior to utilizing the Service, including 911 Dialing.
- (b) Service Outages Due to Internet Outage. Service outages by Internet and network providers to OnlineNW could prevent all Service, including 911 Dialing, from functioning.
- (c) Service Outage Due to Suspension or Termination of Your OnlineNW Account. Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.
- (d) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.
- (e) Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

**Possible Lack of Automatic Number Identification.** It may not be possible for the local emergency personnel to automatically obtain your phone number when you dial 911. Our system is configured to send the automatic number identification information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

**Possible Lack of Automatic Location Identification.** It may not be possible for the local emergency personnel to automatically obtain your address when you dial 911. Our system is configured to send the location information; however, one or more telephone companies route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 call may not be able to automatically obtain your address and direct emergency personnel if the call is dropped or disconnected or if you are unable to speak to tell the operator your address or if the Service is not operational for any reason.

**Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, 911 calls using Service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of emergency response centers. We rely on third parties to assist us in routing 911 calls to local emergency response centers. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither OnlineNW nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our Service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless OnlineNW, its officers, directors, employees, affiliates and agents and any other Service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 dialing, incorrectly routed 911 calls, and/or the inability of any user of the Service to be able to use 911 dialing or access emergency Service personnel.

**Alternate 911 Arrangements.** If you are not comfortable with the limitations of 911 dialing with the Service, you should consider having an alternate means to summon emergency services or terminating the Service.

#### OnlineNW Service

1. Telephone Service
  - a. OnlineNW provides residential telephone service to OnlineNW residential customers that are served by OnlineNW Internet Service.
  - b. This document describes the agreement between OnlineNW and subscribers to OnlineNW Telephone Service.
  - c. This Agreement governs both the service and the telephone adapter that will be used in conjunction with the service.
  - d. By activating the service, you acknowledge that you have read and understand and agree to the terms and conditions of this Agreement, and that you are of legal age to enter this Agreement and become bound by its terms.
2. Term
  - a. Service is offered month to month and OnlineNW will bill accordingly; your billing will begin on the date that OnlineNW activates your telephone service and continue monthly until canceled.
  - b. Terms of this Agreement govern your service until canceled and automatically renew on the same day each month without further action by you unless you provide OnlineNW written notice of non-renewal at least ten (10) days before the beginning of your billing month.
  - c. Billing will be in 1 month increments. Termination mid-month will not result in a pro-rated bill. At the conclusion of each billing month you responsible for a full month's subscription charges billed in advance, and all other charges billed in arrears.
3. Subscriber Liability – By registering for this service you accept liability for all use of OnlineNW Telephone Service and the telephone adapter that is provided to you whether it is incurred by yourself or by any person making use of the service or telephone adapter provided to you.
4. Residential use of service and telephone adapter
  - a. The telephone service and telephone adapter that are provided to you as a residential subscriber are for personal, residential, non-business and non-professional use.
  - b. The telephone service and telephone adapter are not for use in conjunction with any commercial or governmental activities whether profit-making or non-profit. Prohibited activities include but are not limited to running a home office, running a business from home, sales, tele-commuting, call center operations, and telemarketing including charitable or political solicitation or polling. Autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal residential usage patterns are not allowed.
  - c. The telephone services that will be provided to you are not to be provided by you to anyone else for a fee, they are not to be resold, and your responsibility for service is not transferable to any other person or entity for any purpose.
  - d. In the event that you use the service for any unauthorized purposes you will be obligated to pay list business rates for service for all periods, including past periods, in which you use, or used, the service for any unauthorized purpose.
  - e. OnlineNW reserves the right to immediately terminate or modify the service if OnlineNW concludes, at its sole discretion, that the service is being used for any unauthorized use or in any unauthorized or objectionable manner.
5. Lawful use of service and telephone adapter - You agree to use the service and telephone adapter only for lawful purposes. You agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material:
  - a. Would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law
  - b. Encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.
  - c. OnlineNW reserves the right to terminate your service immediately and without advance notice if OnlineNW receives a request to do so from an authority, court or law enforcement agency.
  - d. OnlineNW will take reasonable care to avoid knowing the content of any transmission over the network, however, in the event that OnlineNW becomes aware of any transmission over the network, and has reason to believe that the content being transmitted is indicative of unlawful behavior, OnlineNW reserves the right to notify law enforcement of the nature of the content and the participants in the transmission.
  - e. If OnlineNW, is required by a court order to provide any usage records or the content of any transmissions, SP will forward the requested material, including personally identifiable information in fulfillment of the court order.
  - f. In the event that unlawful behavior is reasonably suspected, OnlineNW reserves the right to terminate service without notice.

6. Tampering with the telephone adapter or service
  - a. You agree not to tamper with, or alter in any way the electronic serial number or equipment identifier of the telephone adapter.
  - b. You agree not to attempt to hack or disrupt the service or to make any use of the service that is inconsistent with its intended purpose as residential telephone service.
  - c. OnlineNW reserves the right to terminate your service in the event that you tamper with the telephone adapter. The terms of Section 1.1 will apply.
7. Theft of service
  - a. Subscribers are required to notify OnlineNW immediately by calling the OnlineNW customer support line at OnlineNW, if the telephone adapter is stolen or if you become aware at any time that your service is being stolen or fraudulently used. When you call, you must provide your account information and a detailed description of the circumstances of the theft of the telephone adapter, or the circumstances of the fraudulent use of service.
  - b. Failure to notify OnlineNW in a timely manner may result in additional charges to you.
  - c. Until such time as OnlineNW receives notice of the theft or fraudulent use, you will be liable for all use of the service using a telephone adapter stolen from you and any and all stolen service or fraudulent use of the service.
8. Return of telephone adapter
  - a. The telephone adapter must be returned to OnlineNW within fourteen (14) days of the termination of service or a charge of \$125.00 will be applied to your account.
  - b. The telephone adapter must not be damaged, reasonable surface wear excluded.
  - c. All accessories, documentation and packaging materials must be returned.
  - d. If mailed, the subscriber is responsible for the cost and risk of shipping of the telephone adapter.
9. Number transfer on service termination - Upon termination of OnlineNW Telephone Service OnlineNW will release your telephone number to a new provider under the following conditions.
  - a. The new provider must request the telephone number.
  - b. The new provider must be able to accept the number.
  - c. Your account must be current.
10. OnlineNW Telephone Service shall not be used from any location other than the home at which the service is subscribed.
11. Loss of service Due to Power Failure, Network Outage, Termination of Internet service or Telephone Service
  - a. In the event of a loss of power to the telephone adapter or to the cable modem, OnlineNW Telephone Service will not function. A power failure or disruption may require the subscriber to unplug the cable modem and telephone adapter then to plug the cable modem and telephone adapter back in to restore service. The likelihood of a loss of power can be reduced by installing an uninterruptible power system. Uninterruptible power systems can be purchased at most stores where computers are sold; they can provide power to your cable modem and telephone adapter, and they can keep your telephone service up and running for a limited period in the event of a power outage.
  - b. OnlineNW Telephone Service may not function if your OnlineNW Broadband connection to the Internet fails to function.
  - c. In the event that OnlineNW suspends or terminates your telephone or broadband internet service, the service will not function until such time as OnlineNW restores your service.
  - d. In the event that OnlineNW Telephone Service fails due to a power or network outage, or for any other reason, 911 emergency services will not be reachable by any telephone connected to your telephone adapter.
12. Copyright / Trademark / Unauthorized Usage of telephone adapter, Firmware or Software
  - a. OnlineNW Telephone Service, the telephone adapter, and any imbedded firmware or software used to provide OnlineNW Telephone Service and all information, documents and materials on OnlineNW's website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions.
  - b. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") shall remain the exclusive property of their respective owners and nothing in this Agreement shall grant you the right or license to use any such marks.
  - c. You acknowledge that you are not given any license to use the firmware or software used to provide the service or provided to you in conjunction with providing the service, or embedded in the telephone adapter, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement.
  - d. You expressly agree that the telephone adapter is exclusively for use in connection with OnlineNW Telephone Service, and that OnlineNW will not provide any passwords, codes or other information or assistance that would enable you to use the telephone adapter for any other purpose.
  - e. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
  - f. If you decide to use the service through an interface device other than the telephone adapter provided by OnlineNW, which OnlineNW reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the service and you will indemnify and hold harmless OnlineNW against any and all liability arising out of your use of such interface device with the service.
13. Service Distinctions - You acknowledge and understand that the OnlineNW Telephone Service is subject to different regulatory treatment than telephone service provided by Local Exchange Carriers. This fact may limit or otherwise affect your rights of redress before Federal or State telecommunications regulatory agencies.
14. Ownership and Risk of Loss - You will be considered fully responsible for the telephone adapter and bear all risk of loss, theft or damage from the time it is provided to you until the time (if any) when it is returned by you to OnlineNW.

15. Special Calling Services

- a. OnlineNW Telephone Service provides access to directory assistance via 411.
- b. OnlineNW Telephone Service provides access to Emergency services via 911.
- c. OnlineNW Telephone Service provides access to operator services.
- d. OnlineNW Telephone Service allows international dialing.
- e. OnlineNW Telephone Service does not support collect calls, third party billing or calling card calls, and OnlineNW Telephone Service may not support some x11 calls.

16. CHANGES TO THIS AGREEMENT - OnlineNW may change the terms and conditions of this Agreement from time to time. Notices will be considered given and effective once an updated version of this agreement is posted on the OnlineNW website, and a notice of the change is posted to the main page of the website at [www.onlinenw.com](http://www.onlinenw.com). Such changes will become binding on the date of the notice is posted. No further notice by OnlineNW is required. The Agreement, once posted, will supersede all previous Agreements.

17. CHARGES / PAYMENTS / DEFAULT / TAXES / TERMINATION

- a. Billing – A valid credit card is required in order to subscribe to OnlineNW Telephone Service.
- b. OnlineNW reserves the right to stop accepting credit cards from one or more issuers. If the card expires, you close your account, your billing address changes, or the card is cancelled and replaced because of loss or theft, you must advise OnlineNW at once. We will bill all charges, applicable taxes and surcharges monthly in advance (except for usage-based charges, which will be billed monthly in arrears, and any other charges which SP decides to bill in arrears) to your credit card, including but not limited to: activation fees, monthly service fees, special calling services, international usage charges, advanced feature charges, equipment purchases, disconnect fees and shipping and handling charges. OnlineNW reserves the right to bill at more frequent intervals if the amount due at any time exceeds \$50. Any usage charges will be billed in increments that are rounded up to the nearest minute except as otherwise set forth in the rate schedules found on OnlineNW's website.
- c. Billing Disputes - You may review your utilization of OnlineNW Telephone Service by logging into your account at [www.onlinenw.com](http://www.onlinenw.com). In the event that you dispute any of the charges, provide an explanation of the exact charges that you dispute to OnlineNW, in writing, within 7 days of the day that you received your credit card statement.
- d. OnlineNW may terminate your service at any time in its sole discretion, if any charge to your credit card on file with OnlineNW is declined or reversed, your credit card expires and you have not provided OnlineNW with a valid replacement credit card or in case of any other non-payment of account charges. Termination of service for declined or expired card, reversed charges or non-payment leaves you FULLY LIABLE to OnlineNW for ALL CHARGES ACCRUED BEFORE TERMINATION and for all costs incurred by SP in collecting such amounts, such as (but not limited to) collection costs and attorney's fees.
- e. Termination/Discontinuance of service - OnlineNW reserves the right to suspend or discontinue providing the service generally, or to terminate your service, at any time in its sole discretion. If OnlineNW discontinues providing the service generally, or terminates your service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your service is terminated for any stated reason, including without limitation violation of this Agreement, or because of any improper use of the service or telephone adapter (such as, but not limited to, your attempts to hack, disrupt, or misuse the service or your acts or omissions that violate any acceptable use policy of OnlineNW or of a third party provider to which OnlineNW is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, all of which immediately become due and payable.
- f. Taxes - You are responsible for, and shall pay, any applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the service or a telephone adapter. Such amounts are in addition to payment for the service or telephone adapters and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you shall provide OnlineNW with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date OnlineNW receives such certificate.
- g. Discontinuance of service – In the event that you elect to discontinue your OnlineNW Telephone Service, you must notify OnlineNW in writing 10 days prior to the end of your billing month and return your telephone adapter to OnlineNW within 14 days after the end of your billing month, or you will be billed for the telephone adapter.
- h. In the event that OnlineNW elects to discontinue your OnlineNW Telephone Service, you must return your telephone adapter to OnlineNW within 14 days or you will be billed for the telephone adapter.
- i. Payphone and Toll-Free Charges – You acknowledge and agree that OnlineNW is entitled to recover from you any charges imposed on OnlineNW by payphone owners or operators, either directly or indirectly through OnlineNW's suppliers in connection with "collect" or "person to person" or "toll free" calls made to your number, or any charges imposed on OnlineNW by its suppliers to recover such costs. OnlineNW may recover these amounts by means of a per-call charge, rounded up to the next cent, or in such other fashion as OnlineNW deems appropriate for the recovery of these costs.
- j. Charges for Directory Calls - OnlineNW will charge a fee for each call made to directory assistance. Please check rate schedule as published at [www.onlinenw.com](http://www.onlinenw.com).

## 18. WARRANTY and LIABILITY LIMITATIONS / INDEMNIFICATION

- a. Limitation of Liability - OnlineNW shall not be liable for any delay or failure to provide the service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
  - i. act or omission of an underlying carrier, service provider, vendor or other third party;
  - ii. equipment, network or facility failure;
  - iii. equipment, network or facility upgrade or modification;
  - iv. force majeure events such as (but not limited to) acts of God; strikes; fire; war; riot; government actions;
  - v. equipment, network or facility shortage;
  - vi. equipment or facility relocation;
  - vii. service, equipment, network or facility failure caused by the loss of power to Customer;
  - viii. outage of Customers or broadband service provider;
  - ix. act or omission of Customer or any person using the service or telephone adapter provided to Customer; or any other cause that is beyond OnlineNW's control, including without limitation a failure of or defect in any telephone adapter, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed, or degradation of voice quality.
- b. OnlineNW's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to OnlineNW's performance or nonperformance hereunder or (iii) any OnlineNW act or omission in connection with the subject matter hereof shall in no event exceed service charges with respect to the affected time period.
- c. Disclaimer of Damages

IN NO EVENT SHALL ONLINENW, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT SP WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

- d. Indemnification - Customer agrees to defend, indemnify, and hold harmless OnlineNW, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's service, relating to this Agreement, the services, including 911 dialing, or the telephone adapter. This paragraph shall survive termination of this Agreement.
- e. No Warranties on service - ONLINENW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, ONLINENW DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER SP NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ONLINENW'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF SP'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY ONLINENW OR ONLINENW'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.
- f. No Third Party Beneficiaries - No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.
- g. Content - You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the services. You shall assure that your or User's use of the services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. OnlineNW reserves the right to terminate or suspend affected services, and/or remove your or Users' content from the services, if OnlineNW determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with OnlineNW's ability to provide services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. OnlineNW's actions or inaction under this Section shall not constitute review or approval of your or Users' use or Content. You will indemnify and hold OnlineNW against any and all liability arising from the content transmitted by or to you or to Users using the services. A "User" means any person, whether authorized or unauthorized, using the service and/or telephone adapter provided to you.

## 19. GOVERNING LAW / RESOLUTION OF DISPUTES

- a. Mandatory Arbitration - Any dispute or claim between Customer and OnlineNW arising out of or relating to the service or telephone adapter provided in connection with this Agreement shall be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Boston, Massachusetts, and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL WITH RESPECT TO THIS AGREEMENT, OR THE SERVICES PROVIDED FOR HEREIN.

20. Governing Law

- a. The Agreement and the relationship between you and OnlineNW shall be governed by the laws of the State of Oregon. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 6.1, you and OnlineNW agree to submit to the personal and exclusive jurisdiction of the courts located within the state of {State} and waive any objection as to venue or inconvenient forum. The failure of OnlineNW to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

21. Entire Agreement

- a. This Agreement and the rates for services found on OnlineNW's website constitute the entire agreement between you and OnlineNW and govern your use of the service, superseding any prior agreements between you and OnlineNW and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon OnlineNW unless and until posted in accordance with Section 3 hereof.

22. Severability

- a. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

23. PRIVACY

- a. OnlineNW service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. OnlineNW is not liable for any lack of privacy which may be experienced with regard to the service. Please refer to our Privacy Policy applicable to you at for additional information.

I acknowledge that I have read and understand the above Agreement including the 911 dialing information.

Date: \_\_\_\_\_

Subscriber Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

