

# Terms & Conditions

## Terms and Conditions

Below is a sample Residential Service Agreement for customer reference. This is an example only and does not enter Gorge Networks into agreement for services until a signed document is received. Gorge Networks may revise or change this agreement as deemed necessary on a case-by-case basis.

1. Gorge Networks shall provide you one Internet connection from Gorge Networks' closest Point of Presence (POP) to your service address at the specified bandwidth. Gorge Networks will activate bandwidth use at this specification; however speeds may vary based on several conditions. Gorge Networks does not guarantee the connection speed. You will receive from Gorge Networks the requirements necessary to provide you with the connection, which shall include, but not be limited to modem configuration information, local loop information and the demarcation point (the "Requirements") and the date on which the Requirements must be fulfilled.
2. The internet service is intended for a single service address and may not be resold or redistributed by any means.
3. If service is to be moved or reconnected due to circumstances beyond control of Gorge Networks a \$95 reorder charge or reinstall charge, whichever is greater, will be billed to account.
4. Gorge Networks reserves the right to deny service to an individual or business who Gorge Networks views as an excessive bandwidth user.
5. Gorge Networks prohibits the use of any form of outgoing servers, including but not limited to web servers, mail

servers, and ftp servers connected via Gorge Networks' network unless permission has been given by Gorge Networks in written form.

6. Gorge Networks' responsibilities start from the equipment Gorge Networks supplies along with the connection out to the internet. Any configuration or maintenance on the End Users premise or equipment is billable at \$95 per hour.
7. Gorge Networks is not responsible or liable for any of the following: Re-configuration of network settings due to, but not limited to: tampering, re-installation of operating system, accidental removal, moving the hardware to another computer. Hardware may include computer, router or firewall connected to the Gorge Networks CPE.
8. In the event of equipment or circuit failure Gorge Networks will have a response time of 2 business days. In the event of service failure by Gorge Networks for more than 4 business days Gorge Networks will provide a service credit equal to a daily pro rated amount. If service failure is due to a result outside Gorge Networks' responsibilities, service call charges will apply.
9. The modem / antenna, power cord and cable are the property of Gorge Networks, and will be returned to Gorge Networks, in original condition, immediately upon my service termination. The Modem (for DSL subscribers) is valued at \$100 / antenna (wireless customers only) at \$400 / VoIP Phone Adapter at \$64.95 / Rental Router at \$79.00 and will be billed to my account at service termination. When the equipment is returned to Gorge Networks, in working condition, the equipment charges will be reversed. I will allow Gorge Networks employees to remove the antenna from my location.
10. For wireless service, I understand the internet connection requires a circuit from my home or business and a cable will be run into the premises. If at all

possible the cable will be mounted on the side of the building, all cable entries will be sealed with clear silicone. It will be the responsibility of the customer to inspect and maintain the mount and ensure that no water penetrates the premises. Gorge Networks assumes no responsibility now or in the future for any damage including, but not limited to: water, ice, wind, insects, rodents, lightning or acts of God.

11. This agreement shall commence on the date the service is ordered which shall be on for a term ending in 12 months time, at which time this agreement shall automatically renew for successive 30 day terms unless terminated by either party at least 30 days prior to the then current date for termination. *Terminations before 12 months time will result in a buyout by the end user. The specified amount shall be a charge of \$95 for cancellation of Broadband and/or Bundled Broadband and VoIP services. The specified amount shall be a charge of \$45.00 for VoIP only service cancellation; remaining Broadband services will be charged at the unbundled rate.*
12. You will be invoiced and/or charged monthly in advance for all amounts due and owing to Gorge Networks. All payments are due within 15 days after the date of invoice if applicable. Your account will be terminated if payment is not received within 30 days of the date of such an invoice. A one time service fee of \$15.00 per month, plus 1.5% per month will be assessed on all accounts thirty days past due.
13. If your service is terminated by Gorge Networks for violation of the Acceptable Use Policy, You shall pay immediately, a lump sum equal to the charges for the remainder of the then current term of the Agreement.
14. Gorge Networks offers you access to the Internet. You hereby acknowledge that the Internet is not owned, operated, managed by, or in any way affiliated by Gorge Networks or any of its affiliates, and that it is a

separate network of computers independent of Gorge Networks. Your use of the Internet is solely at your own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond Gorge Networks' authority and control.

15. Gorge Networks' network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or is judged by Gorge Networks to be inappropriate or improper, such as bulk e-mail messages.
16. Access to other networks connected to Gorge Networks' network must comply with the rules appropriate for that other network. Gorge Networks exercises no control whatsoever over the content of the information passing through its network.
17. Gorge Networks makes no warrantee, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose. This includes loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption however caused. Use of any information obtained by Gorge Networks' network is at your own risk. Gorge Networks specifically disclaims any responsibility for the accuracy or quality of information obtained through its services.
18. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, Gorge Networks does not guarantee continuous or

uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. You shall indemnify and hold Gorge Networks and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service.

19. Gorge Networks reserves the right to monitor your activity. Upon the occurrence of a default by you of any provision hereunder, Gorge Networks reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to you hereunder.
20. You shall indemnify Gorge Networks, its affiliates, officers, directors, licensees, and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees arising from your breach of any provision of this Agreement.
21. This Agreement is deemed to be entered into the State of Oregon. You agree that any dispute arising under this Agreement shall have its venue in Hood River County, Oregon and any such dispute shall be governed by and constructed in accordance with the laws of the State of Oregon.
22. Gorge Networks may assign this Agreement without Your prior consent and all of Gorge Networks' rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by you except with the written consent of Gorge Networks. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
23. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, Gorge Networks may refer

to you as its customer.

24. This Agreement may be modified only by a written instrument signed by the party against which the modification is being enforced.
25. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed and addressed to the persons set forth in the signature block hereto or to such other address as either party may provide to the other in accordance with the provisions here in. A copy of any notice to Gorge Networks shall be sent to Gorge Networks Inc., PO Box 1107, Hood River, OR 97031
26. Any refunds for paid services or goods will be given in the form of credits with Gorge Networks towards future services or goods.