

BCT Internet Terms & Conditions

By enrolling in, activating, using, or paying for BCT Internet service and equipment, you agree to the terms and conditions on the Service Agreement, Service Order, Repair Service Agreement and the terms and conditions provisioned throughout this document. Throughout these terms and conditions the words “customer”, “member” and “subscriber” all refer to you the subscriber, account holder and any other persons accessing your internet connection and computer.

By using the Service(s), as defined below, the Customer agrees to comply with BCT’s terms and conditions and is to remain responsible for all others using the Service via your account to abide by the terms. BCT reserves the right to change or modify the terms and conditions at any time, effective when posted on BCT’s web site at www.bctelco.com or any successor URL(s). Customer's use of the Service(s) after changes have been made to the terms and conditions shall constitute acceptance of any changed or additional terms and conditions. Accordingly, customers of BCT Internet Service should read any BCT announcements they receive and regularly visit bctelco.com site and review the terms and conditions to ensure that their activities conform to the most recent version.

Use of Service

BCT Internet Service: BCT will provide High-Speed Internet service that runs over the same line as your BCT wire line telephone (DSL). If you do not have a BCT wire line telephone line, we will provide you with a stand-alone service through the same telephone wire line, deactivating the dial tone. BCT stand-alone rates will then apply. In specific geological locations, BCT can provide a fiber-to-the-premise (FTTP) connection where optical fiber replaces all or part of traditional copper and physically connects directly to the home.

Availability: The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified.

Service Terms of Acceptability: BCT Internet service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell, re-provision or rent the Service, (either for a fee or without charge) or allow third parties to use the Service via wired, wireless or other means. For example, you may not provide Internet access to third parties through a wired or wireless connection or use the Service to facilitate public Internet access (such as through a Wi-Fi hotspot), use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). You may connect multiple computers/devices within a single home or business to your modem and/or router to access the Service, but only through a single BCT issued IP address.

Bandwidth Allowance: You also may not exceed the bandwidth usage limitations that BCT may establish from time to time for the Service. If your bandwidth use is in violation of this section and or begins to affect other subscribers this may result in bandwidth restrictions on your Service or suspension or termination of your Service.

Speed: Speed of service is not guaranteed and may be limited by a variety of factors. BCT will provide you with a trained up modem for which speed you have subscribed using ADSL technology that is within +/- 2.5% of the subscribed speed between BCT’s DSLAM equipment and the member’s modem which can be validated to the member by viewing the DSL modem status page through their locally connected computer web browser. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary based on network or Internet congestion, your computer configuration, the condition of your telephone line, the wiring inside your location, distance of your home from the BCT central office, server speed of web sites you connect to and among other factors. Uninterrupted or error-free service is not guaranteed and BCT with or without prior notice to you may restrict or suspend the Service to perform maintenance activities and to maintain session control.

Service Interruption and Equipment: BCT shall not be liable for interruptions caused by failure of equipment or services, failure of communications, power outages, or other interruptions of Service. BCT shall not be liable for performance deficiencies caused or created by your equipment. You shall be responsible to provide for the proper installation, operation and maintenance of your equipment used in connection with the Service.

BCT Facilities and Equipment: BCT equipment and facilities used to provide you with internet service may be located on your premises. These facilities and equipment are the property of BCT and must be installed, relocated, rearranged, tested, inspected and maintained only by BCT. You are responsible for damage to such facilities and equipment resulting from your negligence (including failure to reasonably prevent damage by others) or willful conduct. You may not attach or connect anything to the BCT facilities or equipment unless authorized by BCT. Any unauthorized attachments or connections may be removed or disconnected by BCT and your services may be terminated or suspended as a result. You agree to provide BCT access to your premises at reasonable scheduled hours if necessary to terminate or cancel service or to maintain or remove facilities and/or equipment. BCT is not liable for defacement of damage to your premises resulting from the existence of BCT facilities or equipment and associated wiring, or from installation or removal thereof, when such defacement of damage is not the result from BCT negligence.

BCT-Provided Equipment: Rental Equipment: If you rent equipment from BCT, the equipment is BCT's property and you may not assign, rent or transfer the equipment or your rights or duties under your internet agreement to another without BCT's prior written consent.

Responsibility for Equipment: Customer is responsible for damage to or loss of BCT equipment caused by its acts and omissions; BCT may invoice customer for the full replacement cost of the relevant equipment, or in the event of minor damage, BCT may invoice for the cost for repair. These amounts shall be due immediately.

Purchased Equipment: You will be deemed the owner of purchased equipment, and bear all risk of loss of, theft of, casualty to or damage to the equipment, from the time it is received or until the time (if any) when it is returned by you.

Damaged/Defective Equipment: If equipment is inoperable, technical support is available at 503-632-HELP. If BCT finds the equipment has a manufacturing defect, a limited one year warranty is available through the manufacturer and ends one year from you're agreement date of signing.

Modification and Misuse: If your use or modification of the software, hardware or equipment supplied by BCT requires a visit to your home or business for repair or correction, BCT reserves the right to charge you for the visit and labor required to correct the situation. BCT does not undertake to correct or repair software, hardware or equipment that it does not supply.

E-mail Storage Space and Other Limitations: Your mailbox storage space, the size of outgoing and incoming e-mail and number of mailboxes are limited. Each internet service account receives 4 free email accounts and has the storage space of 250MB. When a mailbox reaches its limit, you will not be able to receive or send email. Email that exceeds the size limit will not be delivered and you will receive a large mail error.

Please read the below section carefully for disclaimers of warranties and limitations of liability, made on behalf of BCT and its affiliates:

Gross Negligence: Except in cases of gross negligence or willful misconduct, BCT shall not have any liability for damage, loss or destruction to your equipment. In the event of such gross negligence or willful misconduct, BCT shall pay for the repair or replacement of the damaged parts up to a maximum of \$3,000 and this shall be your sole remedy in correcting such activity.

Computer Manufacturer Warranties: Neither BCT or its suppliers shall have any liability for any damage, loss, or destruction of any software, data or files. In addition, you understand that opening your computer may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You hereby consent to the opening of the computer for the installation and removal of equipment related to service. BCT or its suppliers shall not have any liability as the result of voiding any such warranties.

Installation: As part of the installation of service, system files on your computer may be modified or deleted. BCT does not represent, warrant or covenant that such modifications will not disrupt the normal operations of your computer. BCT recommends and you agree that you will backup all files prior to installation of the service. Neither BCT nor its suppliers shall have any liability for any damage resulting from this or other file modifications.

Computer Repair: Prior to bringing in your computer for repair, all members are responsible for backing up their software and all files. BCT is not responsible for the loss of such. As well, all members need to verify that they do not have pirated operating systems or software on their computer as BCT technicians will not continue with repair.

Prohibited Uses and Activities

General Prohibitions: BCT prohibits use of the Service in any way that is unlawful, harmful to or interferes with use of BCT's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Unlawful Activities: The Service shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, and provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: The Service shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity. Transmitting, reproducing, downloading and or storing such material via our services that infringes copyright, trademark, patent, trade secret or other proprietary rights is prohibited. This includes, but is not limited to copying, transmitting, reproducing, and storing any digitized copyrighted material such as movies, music, books, photographs, software and more.

As your internet service provider, BCT receives notifications from various entities representing the owners of copyrighted material. These notifications provide detailed information about the material, date/ time of occurrence, the noted IP address of who downloaded the infringed file and the network used. BCT makes every attempt to notify the subscriber of the complaint, but reserves the right to suspend the service of ongoing offenders.

If you believe that your work has been copied and posted, stored or transmitted using the Service in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA"). Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act.

Threatening Material or Content: The Service shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those the Service that utilize BCT provided web hosting, BCT reserves the right to decline to provide such services if the content is determined by BCT to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

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.

E-Mail Spamming and Usenet Abuse: You may not use the Service to send unsolicited bulk or commercial e-mail messages ("spam"). Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

Sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient

- Sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services
- Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials
- Sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender
- Sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the BCT network or of the networks with which BCT interconnects, by virtue of quantity, size or otherwise
- Using another site's mail server to relay mail without the express permission of that site
- Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this terms of service
- Using IP addresses that the Customer does not have a right to use
- Collecting the responses from unsolicited electronic messages
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's enjoyment of the Services or the Internet (e.g., through language, frequency, size or otherwise)
- Using distribution lists containing addresses that include those who have opted out
- Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header
- Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin
- Using redirect links in unsolicited commercial e-mail to advertise a website or service
- Posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints
- Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties
- Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends
- Using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this Internet Terms of Service or that of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use the Service, including implementation of necessary patches and operating system updates.

The Service may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of BCT's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses
- Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network

- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.)
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication
- Distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations)
- Knowingly uploading or distributing files that contain viruses, spyware, trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking
- Engaging in the transmission of pirated software; with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the Service or using such account for the purpose of operating a server of any type
- Using manual or automated means to avoid any use limitations placed on the Services
- Providing guidance, information or assistance with respect to causing damage or security breach to BCT's network or systems, or to the network of any other IP Service provider
- Failure to take reasonable security precautions to help prevent violation(s) of BCT's Internet Terms of Service.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Service. BCT has no responsibility for any material created on BCT's network or accessible using the Service, including content provided on third-party websites linked to the BCT network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by BCT of the content(s) of such sites.

This Service is to be used only by you, your employees, and members of your immediate family living with you or working for you at the same address ("Authorized Users"). You are personally responsible for all use of service under your account.

Installation and Maintenance: You may be required to provide, install, and maintain at your expense certain items such as appropriate space and power, rights or licenses, to receive high-speed internet service, if such items are not already in place. These items may include commercial power, power wiring and outlets, housing, heat, light and ventilation for the operation of telephone facilities, rights to use or install pathways, shafts, risers, conduit, telephone closets, interior wiring, service areas, racks, cages, utility connections, entries and or/ trench.

Charges for On-line Services/ Internet Transactions: Through use of Service, you may access certain information, products, and services from persons other than BCT, for which there may be a charge, including certain on-line services. You agree that all such fees or charges for on-line services, products, or information are your sole responsibility and not the responsibility of BCT. You also agree that you are solely responsible for protecting the security of your credit card information from unwanted or unauthorized charges for internet based transactions.

Software: BCT makes no representation or warranty that any software installed on the computer, including software installed by BCT, its agents, employees and contractors, or which you may download from the internet, on line service provider or other information provided does not contain any virus or other damaging or destructive attribute. Software provided or installed by BCT, its agents, contractor and or employees is not fault tolerant is not designed, manufactured or intended for resale as online control equipment. BCT has no responsibility and assumes no liability for such acts or occurrences.

Internet Content: While BCT provides access to the internet by service, it is not the publisher of any information provided by others through the internet. BCT does not review, censor or monitor and is not in any manner responsible for any programs or content sent or accessed over the internet or made available by any individual, user, information provider, on line service or content provider. BCT assumes no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the service.

Breach of Payment: If a customer is in breach of a payment obligation (including failure to pay a deposit), and fails to make a payment after 30 days of invoice, or has not paid in full on all charges on or before the due date, BCT may suspend the service, require a deposit or advance payment or request other satisfactory assurances in order to further provide such services.

End of Service Agreement Terms: Upon the expiration of a contract or service agreement term, each applicable service under that agreement or within a bundle will revert to month-to-month retail pricing. Customer can renew for an additional term at any time prior to their existing expiration date or thereafter at company's existing and current rates at time of renewal.

Violation of Terms of Service

BCT has no obligation to monitor content of any materials distributed or accessed using the Service. BCT does not routinely monitor the activity of individual Service accounts for violations of the Internet Terms of Service. However, it will respond appropriately if it becomes aware of inappropriate use of the Service. BCT and its supplier may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the BCT network and its customers.

If the Service is used in a way that BCT or its suppliers, in their sole discretion, believe violates the Internet Terms of Service, BCT or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). BCT nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not BCT's exclusive remedies and BCT may take any other legal or technical actions it deems appropriate with or without notice.

BCT reserves the right to investigate suspected violations of the Internet Terms of Service, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on BCT's servers and network. During an investigation, BCT may suspend the account or accounts involved and/or remove or block material that potentially violates this Internet Terms of Service. You expressly authorize and consent to BCT and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Internet Terms of Service. Upon termination of your Service account, BCT is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

You agree to indemnify, defend and hold harmless BCT, its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Internet Terms of Service. Any complaints (other than claims of copyright or trademark infringement) regarding violation of the Internet Terms of Service by a BCT Customer (or its user) should be directed to BCT at 15223 S Henrici Road, Oregon City, OR 97045. For questions and further information about BCT's Internet Terms of Service, contact our business office at 503-632-3113.