



## **NEW CUSTOMER INFORMATION**

### **Agreement of Service Waiver of Installation and Equipment Charges High Speed Internet**

I understand and agree to fulfill my obligation to pay for 12 months of Internet service to DataVision. I understand and agree that if I terminate this agreement before the full commitment, my account will either be charged the monthly service fee for the months and days remaining or my account will be charged the waived non-recurring \$99 install fee.

For new construction I agree to fulfill my obligation to pay for **24 months** of Internet service to DataVision.

I understand and agree that if I terminate this agreement before the full commitment, my account will be charged either the monthly service fee for the months and days remaining or my account will be charged the waived non-recurring \$99 install fee. Additional construction charges may be charged as well.

### **Waiver of Deposit**

DataVision requests a Social Security Number in the event that a delinquent account has to be turned over to collections. I understand by providing a Social Security Number, a deposit has been waived at this time. If I choose not to provide my Social Security Number, I understand DataVision may charge a deposit at the time that my service starts. At the time I fail to make my payment on or before the bill due date of the 21st of each month, and DataVision is required to send me a late or restriction notice for non-payment, I understand that the waived deposit amount may be applied to my account.

### **DVC Access to Install/Repair**

As a customer of DataVision, I will grant DataVision, also referred to herein as The Company, the necessary rights privileges, and easements to construct, operate, replace, repair, and perpetually maintain on the property owned or leased by the undersigned its communications service infrastructure. All communications service infrastructure constructed and/or installed by The Company shall, at all times, be the sole property of The Company. The Company shall have the first of access to the undersigned customer's property to repair, service, and/or remove all communications infrastructure upon termination of the customer's service for any reason.

### **Late Fee Acknowledgement**

I understand that payments are due upon receipt, and are considered past due if received after the 21st of each month. A minimum late payment fee of \$1.00 will be applied to each service (voice, internet, video) that is past due. For example, if the services include voice, internet and video and the payment is received after the 21st of the month, the total late payment fee will be \$3.00.

## CPNI INFORMATION



Customer Proprietary Network Information (CPNI) is information about a subscriber's services or calling patterns. This includes most information found on a monthly statement such as date, time, and duration of calls. It would also include the types of services that customers subscribe to.

We may use CPNI information to market to our customers within the same category of service such as offering a new Internet package to an existing Internet customer.

DataVision does not share CPNI information to its affiliates in order to market products and services. DataVision will share customer information to its affiliates for non-marketing purposes such as sending information to our long distance provider and sending records to 911.

At DataVision we are required by law to keep customer information private, one of the ways we do this is by using passwords to confirm who we are speaking with. Please help us by keeping your password and authorized users up to date on your account.



## ***Internet Acceptable Use Policy***

*This statement describes certain uses, which are consistent with the purposes of our company and the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to respect the culture and civility of communication and discourse on or through the Internet. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network.*

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### ***Ethical Guidelines***

*We expect you to:*

- *Obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet.*
- *Respect the ownership of information including copyright and license agreements.*
- *Be courteous in your use of the Internet and network resources.*
- *Respect the opinions of others and their right to voice those opinions.*
- *Respect the culture and civility of communication and discourse on or through the Internet.*
- *Understand the service is intended for the service address only, and may not be shared or resold.*

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### ***Legal Issues***

*You may not use DataVision's Internet service:*

- *For any purpose which violates US federal or state laws.*
- *To interfere with or disrupt network users, services or equipment including:  
Distributing unsolicited advertising, propagating computer worms or viruses, and using the network to make unauthorized entry to other computational, information or communications devices or resources.*
- *To transmit threatening, obscene, or harassing materials.*

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### ***Network Integrity or Efficiency***

*You may not use Web-ster's internet service:*

- *In a manner that precludes or significantly hampers its use by others.*
- *To send messages likely to result in the loss of recipients' work or systems.*
- *To send or respond to "chain letters."*
- *To broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.*
- *To intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.*

## **Courtesy**

*You must be courteous in your use of the Internet. Please:*

- *Respect the privacy of other users; for example, you should not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.*
- *Respect the legal protection provided by copyright and license to programs and data.*
- *Use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable.*
- *Follow the acceptable use policies of any networks you may use as an ftp or telnet site.*
- *Be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.*
- *Assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless specifically stated otherwise by the owners or holders of rights; it is not acceptable to use Web-ster Internet services to access information or resources unless permission to do so has been granted by the owners or holders of rights to those resources or information.*

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## **Commercial Use**

*Traditionally, the Internet was not used for commercial or advertising purposes. Many networks, sponsored by government or educational institutions still have stringent restrictions on commercial use. While the opportunities for commercial use are extremely attractive, there are accepted methods of accomplishing commercial objectives. Other Internet users must seek out or ask for the information.*

- *You must appropriately market, advertise, or circulate public relations for your products or services; for example, you may create a World Wide Web site to advertise products or services and give support or ordering instructions or you may start a news group to open a forum for discussion. Other Internet users may then choose to view your site or participate in discussions.*
- *Unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if they explicitly allow advertising. Announcements of new products or services are usually acceptable.*



**The Federal Communications Commission (FCC) requires telecommunications providers to educate customers on the topic of backup power. If you have any questions, please contact the DataVision office at (503) 792-3611 or (971) 983-5500**

### **Backup Power for Home Phone Services during Power Outages:**

Your residential voice telephone service is provisioned using fiber-optics. This technology requires backup battery power to continue functioning during a power outage. To avoid a disruption of home voice service during an outage – and to maintain the ability to connect to 911 emergency services – DataVision provides you with a battery for the backup power for your residential voice telephone service at the time of initial installation at no charge.

### **What Your Battery Can and Can't Do:**

Backup batteries allow you to continue to use your home voice services during a power outage. Without a backup battery or an alternate backup source such as a generator, customers with fiber-optic residential telephone service will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your telephone is by using some form of backup power. The battery backup provided by DataVision does not provide power to any services other than voice. Home security systems, medical monitoring devices and other equipment will not run on a residential voice telephone backup

### **Expected Backup Power Duration:**

Backup batteries are expected to last at least 8 hours on standby power. The backup battery should give you approximately 6 hours of talk time. If you feel that is not enough time, you may extend your standby power by purchasing additional spare 8-hour batteries. Please contact our office for more information.

### **Instructions for Proper Care and Use of Your Battery:**

If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can shorten your battery's life. We recommend that you store your battery above 41 degrees F and below 104 degrees F. These batteries are rechargeable when connected in our housing unit to electrical power. However, they will not last forever and may need to be replaced every three years, or when the indicator light for the battery shows that it is low or out of charge. You can also periodically test the battery backup by disconnecting the electrical power source (just the power cord, no other cords) to your ONT (optical network terminal). Please call us if you have any questions.



## **STATEMENT OF NONDISCRIMINATION**

DataVision is the recipient of Federal financial assistance from the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture.

In accordance with Federal civil rights law and the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

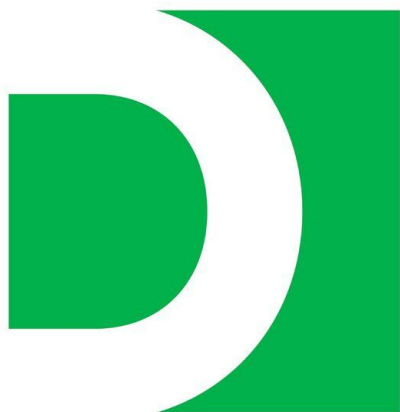
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

1. Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410
2. Fax: (202) 690-7442; or
3. Email: [program.intake@usda.gov](mailto:program.intake@usda.gov)

USDA is an equal opportunity provider, employer, and lender.

The person responsible for coordinating this organization's nondiscrimination compliance efforts is Renee Willer, General Manager. Any individual or specific class of individuals, who feel that this organization has subjected them to discrimination, may obtain additional information on the above statutes and regulations from USDA.



## **DataVision Equipment Maintenance Rental Agreement**

Router - \$9.95/month

DSL Modem - \$4.95/month (DSL Customers only)

Router w/ waived Modem Rental - \$9.95/month (DSL Customers Only)

### **Maintenance Agreement:**

Maintenance includes the monthly rental of a wireless router (\$150 value) or Modem (\$40 value), and all service calls related to that equipment (for one single address) as well as the Cat5 wire to connect the equipment. The technician will determine the most optimum placement of the access point for the best networking experience. If the equipment is returned to the office damaged or destroyed or NOT returned on disconnect, you will be billed the current value of that equipment on your final billing.

*\*\*Coverage may vary and is dependent upon home construction and other factors.*