

DirectLink MyTechSM Service Agreement

Agreement: This agreement ("Agreement") covers the terms on which we agree to provide, and you agree to accept, DirectLink MyTechSM "Service" for residential members ("Service"). You accept this Agreement when you provide your written or electronic signature.

Term and Termination; Early Termination Fees:

- The MyTechSM Monthly Recurring Charge (MRC) (described below) requires a 12-month term commitment. An early termination fee of the MRC times the number of months remaining in the term applies.
- Termination of "Service" will be effective upon the date of notice.

Description of "Service": MyTechSM "Service" is available to DirectLink residential members with a current subscription to High-Speed Internet. You agree to use the "Service" in the manner described and provided by DirectLink in this Agreement.

- The "Service" may be provided in one of the options as described:
 - MyTechSM Monthly Recurring Charge - Unlimited Calls, Unlimited Devices (based on IP capability) Remote Support via telephone contact with our Technical Support Team.
 - MyTechSM Non-Recurring Charge – One-time fee for MyTechSM Drop-Off Computer Support (Canby Business Office)

MyTechSM MRC: This "Service" is available for a monthly recurring fee of \$9.95 per month with the term commitment of 1 year. Early termination fees as described above apply. Your subscription to the MyTechSM MRC also includes a discount on each MyTechSM Drop-Off Computer Support service per incident you request while subscribing to the MyTechSM "Service". Drop-Off Computer Support is provided for a one-time charge of \$29.95 (Canby location only). If we cannot resolve the issue you will not be charged. MyTechSM "Service" requires you to call the DirectLink member service center during our service hours Monday through Friday from 8:00 AM until 8:00 PM. Support provided by this "Service" includes comprehensive support by telephone for "Service" and devices as defined below: (items subject to change at any time with or without notice, as described in this Agreement).

"Service" Provided:

- Troubleshooting and Repair – identify, resolve and educate on how to prevent future issues.
- Virus & Spyware Removal - complete system scan and removal of viruses, spyware, malware and phishing.
- Tune-Up - review, diagnose and adjust a variety of settings which will help computers operate more efficiently.
- Software Updates - to available web based software applications as licensed by user.
- Diagnose Operating System - crashes, lockups and performance lag. Perform OS patches and updates as licensed and needed.
- *Wired or Wireless Home Networking Devices – setting up connections, configure adapters for desktops, gaming consoles and media devices.
***Wired and Wireless Networking Device support with the addition of DirectLink's WiFi service.**

Devices Supported:

- Computers- laptops, desktops, Windows XP, Vista & 7 and Mac OSX thru Lion 10.7
- Smart Phones – Apple and Droid IOS
- Tablets and E-Readers – Apple and Droid IOS, Kindle, Nook
- Gaming Consoles – Xbox360, Wii, PS3, Nintendo DS, 3Ds & DS Lite PSP, PlayStation Vita
- Blu-Ray & TV's – Any IP ready or enabled
- Printers – Wireless

30 Day Guarantee – DirectLink will honor your right to cancel "Service" within 30 days of activation and relieve you of any obligations under this Agreement if you are not satisfied with the "Service". DirectLink will honor a 30 Day Guarantee on the "Service" outlined in this Agreement one time during the duration of your account with DirectLink.

Changes to the Agreement: We may add, change, or cancel any charges, fees, or the terms of this Agreement at any time upon 30 days written notice. Consistent with this Agreement: (a) we may terminate "Service" or access to any of the "Service" at any time with 30 days written notice to you (b) you may terminate "Service" at any time with prior notice to us, including calling the member service number on your DirectLink invoice. Your termination of "Service" may not relieve you of any duties under this Agreement, including your obligation to pay all current and early termination charges for "Service". If you continue to use the "Service" or make any payment to us on or after the effective date of the changes, you accept the changes.

Charges and Payments: DirectLink will bill you for "Service" on a monthly basis based on current DirectLink prices and charges posted to www.directlink.coop and listed in any written information sent to you by DirectLink. In the event of conflict among these prices and charges, the most-current prices and charges govern. All fees will be billed to you on your monthly invoice in the additional services section, and you agree to pay these charges and also, if applicable, other fees, surcharges, taxes and federal, state and local government charges. Taxes and government surcharges will be in the amounts that federal, state, and local authorities require or permit us to bill you, and may increase or decrease on a monthly or quarterly basis. Upon the expiration or termination of "Service" for any reason prior to the end of a billing

cycle, DirectLink will pro-rate the MRC associated with the "Service". These charges will be in addition to any early termination fees, if applicable.

- **Billing.** Monthly recurring charges ("MRCs") for "Service" begin accruing when the "Service" is available for your use. You may be invoiced a prorated portion of any MRCs in the initial month of Service. MRCs may be billed in advance.
- **Payment.** You must pay all charges applicable to your "Service", including all applicable taxes, fees, activation fees, and surcharges, by the 15th of the of the month of the invoice date. DirectLink may charge you late payment fees for all late payments. DirectLink may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason.

Use of software and software licenses: We may need to download and/or run software on your computer to provide the "Service". Where this software is from third parties other than us, you acknowledge and agree that we may accept any license agreements on your behalf. You acknowledge and agree that we may download, install and run trial versions of software. You acknowledge and agree that we may uninstall any software used to perform the "Service". Unless otherwise authorized by the specific downloaded software's license, you are not authorized to:

- Make copies of software unless authorized by its particular license agreement;
- Perform any attempt to discover the source code and algorithms via any reverse engineering techniques;
- Rent, lease or sell the use of the software; and
- Remove or alter any trademark or copyright notices;

Warranties and limitation of liability: We will do our best to troubleshoot and resolve technical problems. There will be occasions in which we may not be able to resolve the problem. This does not relieve you of the responsibilities as defined above under this agreement.

Other Terms: Other terms, warranties and limitations of liability not referenced are subject to DirectLink's separate Terms and Conditions provided as separate documents which are incorporated by reference and which member agrees to abide by in its current form and as amended in the future. Terms and conditions can be found on www.directlink.coop or mailed upon your request.

Member Signature:

Date:

Member (Printed)

Telephone Number/Account Number:

Accepted by CANBY TELEPHONE ASSOCIATION, dba DIRECTLINK

By: _____

DirectLink Representative

Date: