

Pacific Power Group

Pacific Online Subscription Agreement

Pacific Power Group owns and operates Pacific Online internet based services and is authorizing you, as a Pacific Power Group customer ("Customer"), to use Pacific Online upon these terms and conditions.

- 1. Permitted Use.** Customer may access and use Pacific Online, including any text, images or software, only during the normal course of your business operations as a Pacific Power Group Customer. Customer may copy, reproduce, republish, upload, post, transmit and distribute material from Pacific Online only if you (a) keep intact all copyright and other proprietary notices on the material and (b) observe all restrictions connected to such material, including any license agreements relating to software obtained from Pacific Online. Customer may not decompile, reverse engineer, disassemble, or otherwise reduce any software obtained from Pacific Online to a human-perceivable form.
- 2. Ownership.** Customer does not, by virtue of downloading any material from Pacific Online, obtain title to, or any other ownership interest in, that material. Pacific Power Group retains full and complete title or license to the material, and all related intellectual property rights, and is licensing you to use such material subject to this agreement and any other terms connected to such material. Modification of the material or use of the material for any other purpose is a violation of Pacific Power Groups' copyright and other proprietary rights. All trademarks, service marks, and trade names are proprietary to Pacific Power Group or its licensors.
- 3. Compliance with Laws.** Customer must comply with all applicable laws in connection with Customer use of Pacific Online, including publishing, accessing and transmitting data. Customer may not use Pacific Online to publish or transmit obscene, profane, lewd, vulgar, rude or disrespectful language; to knowingly distribute false information about a person or organization; or to harass, intimidate, threaten or annoy others.
- 4. Security.** Customer access to Pacific Online is password protected. Customer accepts responsibility for the security of the passwords and for utilization of Pacific Online via the passwords. Customer must not disclose passwords to anyone not authorized to act on Customer's behalf. Passwords are not assignable to third parties. Customer agrees to reimburse Pacific Power Group for all liabilities, costs and expenses incurred by Pacific Power Products relating to the misuse or unauthorized use of Customer's passwords, including order placement. Customer must notify Pacific Power Group immediately in writing of any breach or suspected breach in password security or if an employee or other party authorized to access Pacific Online has been terminated or otherwise should be denied access. Customer also must notify Pacific Power Group immediately in writing if Customer desires that Pacific Power Group cancel or change one or more passwords. Upon receipt of such notification, Pacific Power Group will cancel the current password(s) and, if requested, issue replacements. Customer must observe all security features on Pacific Online and may not disable or bypass any security devices. Customer may not use Pacific Online to gain unauthorized access to computers or other computer networks; for malicious or destructive purposes (such as the development or transmission of computer viruses); or to publish, access or transmit obscene or pornographic material.
- 5. Order Validity.** Orders placed using Customer's password shall be Customer's binding obligation. Upon placement via Pacific Online, all orders shall, for all purposes, be treated as writing signed by an authorized Customer representative and will be admissible between Pacific Power Group and Customer to the same extent and under the same terms and conditions as other business records originated and maintained in documentary form.
- 6. Shipping Costs, Taxes.** Separate charges for shipping may be applied to the Customer's invoice(s). Unless Customer provides or has provided Pacific Power Group with a valid and correct tax exemption certificate applicable to the product ship-to location prior to Pacific Power Groups' acceptance of the order, Customer is responsible for all sales and other taxes associated with the order. If applicable, a separate charge for taxes will be included in the invoice.
- 7. Customer Data.** Unless required by law, Pacific Power Group will not disclose to any third party any specific information provided by Customer except as contemplated by these terms and conditions and as may be reasonable or necessary to process orders, verify information provided and to collect amounts owed to Pacific Power Group. However, Pacific Power Group does not warrant to Customer and disclaims any responsibility for maintaining the confidentiality of information provided by Customer in using Pacific Online and in ordering products. In using Pacific Online, Customer acknowledges that there are inherent risks associated with the electronic transmission of information over the Internet and that Pacific Power Group will not be liable to a Customer except for willful misconduct or gross negligence on the part of Pacific Power Group.
- 8. Certain Reserved Rights.** Pacific Power Group reserves the right in its sole discretion: A.) to monitor, review and Use all communications and other use of Pacific Online, together with information relating to such

communications and use, such as identification of sources and recipients of information, usage frequency and content of transmissions; B) to change, suspend or discontinue any aspect of the Pacific Online at any time, including the availability of any feature, database, or content, and to impose limits on certain features and services or restrict your access to parts or all of Pacific Online without notice or liability.

- 9. Disclaimer of Warranties.** The materials in Pacific Online are provided "AS IS" and without warranties of any kind either expressed or implied. To the fullest extent permissible pursuant to applicable law, Pacific Power Group disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Pacific Power Group does not warrant that the functions contained in the materials will be uninterrupted or error-free, that defects will be corrected, or that this site, or the server that makes it available, are free of viruses or other harmful components. Pacific Power Group does not warrant or make any representations regarding the use or the results of the use of Pacific Online or the materials in this site in terms of their accuracy, timeliness, reliability or otherwise.
- 10. No Consequential Damages.** Under no circumstances, including, but not limited to, negligence, will Pacific Power Group, its subsidiary and parent companies or affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of, or inability to use, Pacific Online. If you are dissatisfied with any Pacific Online material, or with any of Pacific Power Group' terms and conditions, your sole and exclusive remedy is to discontinue using Pacific Online.
- 11. Miscellaneous.** Pacific Power Group may change the terms in this agreement by notifying you of such change via the online (web) version of this agreement, including the effective date of such change. If you do not agree to be bound by the changes, you should not use Pacific Online again and you should cancel your subscription. You will be deemed to have agreed to be bound by the change if you use Pacific Online on or after the effective date of the change. You may not assign your rights or obligations under this agreement to anyone. If any provision in this agreement is invalid or unenforceable under applicable law, the remaining provisions **will** continue in full force and effect. This agreement, your rights and obligations, and all actions contemplated by this agreement will be governed by and construed in accordance with the laws of the State of Washington, without giving effect to any principles of conflicts of law. You may terminate your subscription at any time.

Company _____
Name _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____

Executive Signature (Required)

_____ Date _____

User ID	Last Name	First Name	Initial	Account (Y/N)	Email Address
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____
4	_____	_____	_____	_____	_____

Please complete this agreement and fax to 360-887-7401