

ETEX

INTERNET SERVICE AGREEMENT & ACCEPTABLE USE POLICY

Use of the Internet service offered by Etex constitutes acceptance of the terms and conditions identified below. Any unlawful use of our service may result in immediate termination of your service without prior notification.

1. Internet Content and Use

Etex does not operate nor control the content of the Internet in any way. Any merchandise, information or services offered or made available or accessible on the Internet are offered or made available or accessible by parties not affiliated with Etex. By using Internet service offered by Etex, you accept total responsibility for, and assume the risk for, your use of the service and the Internet.

The Internet also contains unedited materials, some of which are sexually explicit or may be offensive to you. By use of the Internet service, you assume all risks associated with access to all information and agree that Etex has no control over and accepts no responsibility whatsoever for such materials.

2. Lawful Use of Service

This Internet service may only be used for lawful purposes. Transmissions of any material in violation of a US or state law, rule or regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be obscene by local community standards, material protected by trade secret, and false, harassing or threatening statements. Any activity, action or e-mail from any subscriber that triggers large amounts of complaints, hate-mail, service attacks or blocks on our Domain is prohibited. You agree to indemnify and hold harmless Etex, its affiliates, employees, officers, directors and suppliers from any claims resulting from your use of the service that damages you or another party.

Etex reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity. You agree to hold Etex, its affiliates, employees, officers, directors or suppliers harmless from, and to indemnify Etex, its affiliates, employees, officers, directors or suppliers for, any damages resulting from our cooperation with law enforcement agencies or other officials legally authorized to investigate claims of illegal activity.

3. Invoicing and Billing

Etex will bill for Internet service on a monthly basis. Payments are due when the bill is rendered and are payable at any payment center designated by Etex. Returned checks are subject to a \$25.00 fee. If payment in full is not received by the next bill date, the account will be considered in default and service may be terminated. If your account is disconnected for any cause, you will be charged the normal connection charge at the time you choose to be reconnected.

4. Termination of Service

Service may be canceled by the customer by either calling Etex at (903) 797-4357 or by coming into Etex's office during regular business hours. Only the customer named on the account has authorization to cancel the service and proof of identity will be required. Etex may also cancel the customer's service for nonpayment or failure to abide by the terms of this Agreement or any subsequent Agreement made known to customer. In the case of termination by either the customer or Etex, early termination fees may apply.

5. Rates, Terms and Services

Etex reserves the right to change the rates charged for Internet service. Etex will notify you in writing at the mailing address specified on your account of any rate increase. If you do not request to terminate your service before the next billing date, it will be conclusively presumed that you consent to the new rate.

6. Service Warranty

The Internet service provided by Etex is provided on an "as-is" basis and "as available" basis without warranties of any kind, either expressed or implied. Internet speeds are not guaranteed and, at times, may be faster or slower than at other times. Under no circumstances will Etex, its affiliates, employees, officers, directors or suppliers be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use of, or your inability to use, the service or to access the Internet or any part thereof. Under no circumstances will Etex, its affiliates, employees, officers, directors or suppliers be liable for your reliance on or use of information, services, or merchandise provided on or through the Internet service, or for any liability that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. Our web sites may provide links to third party sites. We are not responsible for the privacy, security or content of such sites. If you are asked to provide customer specific information on one of these web sites, we encourage you to review their privacy policy before sharing any information.

7. General Use of Service

The resale or re-distribution of this service or any other associated services by any and all means is strictly prohibited unless approved in advance in writing by Etex.

Running of Servers of any kind on this service is prohibited unless your service plan specifically allows this type of activity or Etex has already approved your use of the server. If you are found to be running a server, you will be asked to remove it. If you do not remove it or you remove it and then reinstate it, your account will be terminated without recourse or refund.

8. Unsolicited Email

Etex strictly prohibits using the Internet service to transmit any unsolicited commercial email or unsolicited bulk email. Etex also prohibits falsifying user information, including falsification of email address, when sending emails using the Internet service.

9. Privacy

Etex is committed to protecting the privacy of your information that it collects. Etex collects only the information necessary to bill your account, information required to provide you service, and information required to monitor the performance of our systems. Etex **does not** monitor any email messages you send, or any places you visit on the Internet. Etex also **does not** disclose any of your personally identifiable information to any third parties except as required by law.

10. Intellectual Property Rights

Etex's Internet service will allow subscribers to access materials that are protected by copyright law as well as other intellectual property rights. Subscribers are strictly prohibited from transmitting, distributing, receiving, using, posting or storing any materials in violation of any applicable law with regard to ownership and use of intellectual property. This prohibition includes, without limitation, the following activities:

- Posting, using, transmitting, distributing, receiving or storing any materials in violation of any copyrights, patents, trademarks, service marks, trade names, trade secrets or other intellectual property rights of others;
- Offering or facilitating the offering of pirated computer programs, links to such programs, serial or registration numbers for software programs or pirated copyrighted content, including authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services.

- Failing to obtain all required permissions to receive, upload, download, display, distribute, reproduce, use, make, sell, perform, or execute a program, copyrighted content or other works protected by intellectual property laws, including copyright, trademark, trade secrets and patent laws; deleting or altering author attributes or copyright notices unless expressly permitted in writing by the author or the owner.

Violations of this Intellectual Property section may result in a demand by Etex for immediate removal of the offending material, blocked access, or suspension or termination of service, as determined by Etex in its sole discretion. With regard to certain allegations of intellectual property infringement, Etex may be required by law to release information to law enforcement officials that contains subscribers' identity and other personal information.

While Etex **does not** monitor, control or censor communications on its service, when Etex becomes aware of a violation of the terms of this Agreement, it may take such actions as it deems appropriate to investigate and address the violation. Although Etex will make reasonable efforts to provide notice so that violations may be addressed voluntarily, Etex reserves the right to expeditiously remove or disable access to offending materials and/or terminate service without notice if it believes in its sole discretion that there has been a copyright or other intellectual property rights infringement or if notice is prohibited by law.

11. DMCA Notice

If you believe your copyrighted work has been unlawfully copied and is accessible via our services, you may provide notice to our designated copyright agent. The notice must include: (1) an electronic or physical signature of the person authorized to act on behalf of the copyright owner; (2) a description of the copyrighted work that has allegedly been infringed, including the location (i.e., web site address) of such copyrighted work; (3) a description of the allegedly infringing material and the location (i.e., web site address) of such material; (4) your address, telephone number and e-mail address; (5) a statement by you that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and (6) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are authorized to act on behalf of the copyright owner. To view our Copyright Repeat Infringer Policy, click or visit this link: [Copyright Repeat Infringer Policy](#)

12. Open Internet Commitments

Etex is committed to providing its subscribers with uninhibited access to lawful Internet content regardless of the method used to access Etex's Internet service. Therefore, Etex's Internet service shall not:

- a. block access to legal content, applications, services, or non-harmful devices;
- b. impair or degrade lawful Internet traffic on the basis of content, applications, services, or non-harmful devices; or
- c. favor some lawful Internet traffic over other lawful traffic in exchange for consideration of any kind, including prioritizing content and services of Etex's affiliates.

Etex must ensure a reliable service to all of its subscribers. Therefore, while it shall adhere to the restrictions in Section 12, Etex reserves the right to manage the technical and engineering aspects of its network to maintain a reliable Internet connection for all subscribers.

Etex's Designated Agent to Receive Notice of Copyright Infringement is:

Copyright Compliance Department
1013 State Highway 155 N.
Gilmer, TX 75644
(903) 797-4357
dmca@etexfiber.net

13. Complete Agreement

The foregoing terms and conditions represent the complete agreement between Etex and you with respect to your use of Etex's Internet service. Etex may modify these terms and conditions or impose new terms and conditions at any time. Upon modifying or adding terms and conditions, Etex will either post any revised terms and conditions on its web site or send them to all subscribers at their registered email address. Any use of this service following notification of such changes shall be deemed your acceptance of such changes. If you do not accept the changes, your sole remedy is to terminate your service in accordance with the procedures described in paragraph four above. These terms and conditions supersede all previous representations, understandings or agreements.