



Internet Services Terms and Conditions

This Terms of Service and Use Agreement (“Agreement”) sets forth your obligations as a subscriber of South Plains Telephone Cooperative (“SPTC”) Internet Services (“Services”), the obligations of SPTC related to the Services, and the rules you must follow when using SPTC Services.

Section I. Internet Service Description

1. This Service is composed of broadband access to the Internet provided by SPTC. Service is provided in a range of bandwidth (“speed”) tiers. Bandwidth tiers will vary by Service location and the network facilities that are available. Bandwidth tier options are identified by SPTC representatives at the time Service is purchased and the bandwidth tier selected will be reflected on your Internet Service Agreement (“Internet Agreement”). SPTC may periodically introduce additional bandwidth tiers at your location and these offerings will be introduced via newsletter, bill inserts, the bill backer, direct mail or other medium.
2. Bandwidth tiers are “service capability speeds”, which are the downstream and upstream rates at which your telephone line transfers Internet data between the network interface device at your home or office to the first routing equipment on SPTC’s network. Service capability speeds should not be confused with “throughput speed”. Throughput speeds **may vary and are not guaranteed**. Throughput speed depends upon many factors including your Service location, Internet destination, the amount of traffic on the Internet, wiring inside your home or business, the capacity or performance of your computer or gateway, and the networks you and others are using when communicating over the Internet. Please see SPTC’s Internet Transparency and Network Management Policy statement, which is incorporated herein, at www.sptc.net for more details.
3. SPTC makes every reasonable effort to deliver a high quality Internet service. You are purchasing a **best effort service** with no performance or reliability warranty either expressed or implied. SPTC reserves the right to manage its network, including, but not limited to, the following: rate limiting, traffic prioritizing, and protocol filtering. You expressly acknowledge and accept that such action on the part of SPTC may affect the performance of the Service. SPTC assumes no responsibility for interruptions of Service caused by circumstances beyond its control, natural disasters, catastrophe, etc.
4. SPTC’s Internet Services are provided with dynamic Internet Protocol addresses intended for use with a single member account.

Section II. Application for Service

1. Acceptance of your application is at SPTC’s sole discretion and evidence by an authorized SPTC signature in the space provided on the Internet Services Agreement.
2. This Terms of Service and Use Agreement, SPTC’s Internet Service Agreement, any riders, attachments, exhibits, or supplement attached hereto shall constitute the entire agreement between you and SPTC, and shall supersede any prior or contemporaneous understandings or written or oral agreements between the parties.

3. You agree to maintain a voice grade telephone line from SPTC for each Internet service connection. Failure to maintain a voice grade telephone line from SPTC for each Internet service connection will result in an additional charge or termination of Service.
4. You give us permission to obtain your credit information from consumer credit reporting agencies at any time. If we determine that you may be a credit risk due to 1) unsatisfactory credit rating; 2) insufficient credit history; 3) fraudulent or abusive use of SPTC Service within the past five (5) years; or (4) late payments for current or prior bills, SPTC may refuse to provide the Service or we may require an advance payment, and/or deposit. You agree to indemnify, hold harmless, and release SPTC from any claim made as a result of the use and/or obtainment of such information. SPTC reserves the right to charge a security deposit.
5. You certify and warrant that the information given in the Service application is true and correct and that you are 18 years of age or older.

Section III. Provision of Service

1. Gateways provided by SPTC remain the property of SPTC. Upon termination, you agree to return the gateway in proper operating condition to SPTC or you shall incur a penalty.
2. Software downloaded from the Internet may contain viruses which could damage or destroy your data, information, software or hardware. It is your sole responsibility to take appropriate precautions to protect your computer and computer information and applications from damage. SPTC strongly recommends that you install firewall and antivirus protection to help prevent such activity from occurring. You shall have sole responsibility to obtain and install such firewall and antivirus as you deem appropriate and necessary based upon your individual need. SPTC shall have no liability whatsoever for any damage to or loss, or destruction of any software, files, information or data which is the result of any virus, lock, key, cancelbot, bomb, worm, Trojan horse or other harmful feature regardless of how it was received.
3. You acknowledge and agree that any password issued by SPTC for system access is for your sole use and that you may not allow others to use your password to access the system. Violation of this section shall be cause for immediate termination of Service.

Section IV. Privacy

1. SPTC does not own, operate or manage the Internet. SPTC only provides access to the Internet. The Internet is not a private network and therefore is not secure. As such, SPTC cannot warrant against inappropriate access to your computer or network by third parties and cannot guarantee confidentiality, privacy, or security. Use of the Internet is solely at your own risk. SPTC shall not be held responsible or liable for any loss of damage caused by Member's use of the Internet. SPTC shall not be held liable for any information acquired from the Internet that you deem as inaccurate, obscene, in poor taste, or inappropriate.
2. SPTC agrees to use its best reasonable efforts to keep all electronic mail (e-mail) messages private and confidential and agrees that you are the sole owner of any e-mail messages posted by you to the system. In the event SPTC reasonably believes you are violating terms or conditions of this Agreement, SPTC may review your e-mail. If it is determined that a violation has occurred, SPTC may exercise the remedies provided in this Agreement or any remedies allowed by law. You acknowledge and agree that the recipients of e-mail are under no obligation to keep it confidential and that in the event governmental authorities investigate or seize the system, your e-mail may be reviewed.

Section V. Billing, Payment, Termination, Restoral

1. You assume responsibility for any and all charges associated with the use of your account.
2. You agree to pay monthly invoices when due, including: 1) the monthly fee specified when you ordered your Service, 2) the charge for all equipment required for your Service, 3) activation fees and installation charges, if any; 4) late fees, restoral of Service fees and other applicable Service charges, and 5) any applicable taxes, recovery fees and surcharges which SPTC pays to municipalities and other government

entities and may pass on to you. You understand that the base Service is billed one month in advance and that any overages are billed one month in arrears.

3. The amount of monthly recurring charges will be honored for the length of the specified contract period of the Internet Agreement. However, upon renewal of Service, all prices contained within the Internet Agreement are subject to change without notice.
4. SPTC may suspend or terminate Service if your payment is past due or for other reason otherwise specified in this Agreement. If SPTC suspends or terminates your Service, you must pay all past due amounts in order to have Service restored. In addition, the current restoral fee will be imposed upon restoration of the Service.
5. If the Service is disconnected for any reason prior to initial contract expiration, you are responsible for termination fees in the amount equal to the waived non-recurring charge. SPTC will invoice this amount to you. In the event you remedy the reason for termination and seek restoral of Service and SPTC agrees to restore Service, restoral fees and a new Terms of Service and Use Agreement will be required.
6. Initial activations, renewals, reactivations, and plan changes may only include those rate plans being offered at the time of activation, renewal, reactivation, or plan changes.
7. A service charge will be imposed for all returned checks, not to exceed the maximum amount allowed by law.

Section VI. Member Support

1. SPTC offers support to you related to the reinstallation of SPTC Service to a crashed or modified computer. SPTC may charge a fee directly associated with your requested computer or Internet support services.

Section VII. Governing Law

1. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

Section VIII. Restrictions on Use

1. **Use for Lawful Purposes.** SPTC's Service may only be used for lawful purposes. You agree and understand that the Internet is an unrestricted and uncensored communications media and that SPTC exercises no control whatsoever over the content of information over such media. You acknowledge that federal and state laws govern the Internet and its content and that you alone are responsible for the documents and services you and others using your Service elect to access via your SPTC Service account(s) and you agree to follow all such applicable laws. Transmission of any material in violation of federal or state law is prohibited. This may include, but is not limited to, unauthorized copyrighted material, material which is threatening, abusive, defamatory or obscene, or material protected by trade secret. You may not post any material to the system which is in violation of law, or is obscene, pornographic, exploitive of children, vulgar, or blatantly offensive to the prevailing moral standards of the community. The system may not be used to publish defamatory statements directed to or about other persons or entities.
2. **Copyright Infringement & Digital Millennium Copyright Act.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. Please see SPTC's Copyright Infringement Policy at www.sptc.net for more detailed information.
3. **No resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, trade, resell or exploit for any commercial purposes your

membership in the Service, any portion of the Service, use of the Service, or access to the Service, including but not limited to, reselling capabilities enabled or used by a specific application.

4. **Distribution of material.** The system may not be used to distribute mass unsolicited email containing commercial advertisements via the Internet.
5. **Groups, Mailing Lists.** You must respect the conventions and rules of groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than SPTC's.

Section IX. Violations and Remedies

1. If SPTC has reason to believe you are in violation of any system rules, terms or conditions of this Agreement, or are conducting any activities believed harmful to SPTC, its system, or other users, SPTC may exercise any or all of the following remedies:
 - a. SPTC may report the matter to the proper authorities and fully cooperate with any official investigation.
 - b. SPTC may exercise any other right, remedy, or action, which is appropriate in view of the nature of the violation of system rules, or other harmful activity.
 - c. SPTC may immediately terminate your service, and shall have no obligation to return email or other files stored on the system.

Section X – Disclaimer of Warranties

1. You agree and understand that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of and hardware or software sold or provided to you by SPTC is made by the manufacturer or such product and set forth in the literature or documentation accompanying the product. SPTC shall not be liable in any event for loss of use, profit, revenue, consequential damage, or any claim for damage resulting from the use of purchased hardware or software, use of the Internet, or interruption of such Service for any cause. The liability of SPTC for any cause shall never exceed the actual monthly amount paid SPTC by you.

Section XI. Waiver

1. No term or condition of this Agreement may be waived or modified except by the written consent of SPTC. Forbearance or indulgency by SPTC in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults.

Section XII. Notices

1. Service of all notices under this Agreement shall be deemed sufficient if hand-delivered in person, via facsimile, electronic mail or regular mail to the party involved at their respective fax telephone number, electronic mail or regular mail address.

Section XIII. Modification

The terms outlined in this Agreement may be modified, as needed, without notice by SPTC.

Acceptable Use Policy

This Acceptable Use Policy (“AUP,” “Policy”), together with the terms and conditions of your Internet service (“Service”), provide guidelines for your conduct on the Internet as an South Plains Telephone Cooperative (“SPTC”) Service subscriber.

PURPOSE

In general, the Policy prohibits use and activities involving the Service that are illegal, infringe the rights of others, exploit, interfere with or hamper the use and enjoyment of the Service by others.

SCOPE

The AUP applies to SPTC’s data services that provide access to the Internet including, but not limited to DSL, Broadband DSL, High Speed Fiber Optics, Direct Internet Access, managed Wi-Fi, firewall service, and E-mail.

REVISIONS TO POLICY

SPTC may revise the AUP from time to time without notice by publishing said revision to www.sptc.net, newsletter, bill insert, the bill backer, direct mail or other medium. Any revision is effective immediately upon publishing. In the event of a conflict between any subscriber agreement for Service and the AUP, the terms of the AUP will govern.

SUBSCRIBER RESPONSIBILITY

You are responsible for your own compliance with this policy. You are also responsible for any use or misuse of the Service that violates this AUP by anyone else you permit to access the Service, such as a friend, family member, or guest.

The AUP of SPTC’s upstream provider(s) also binds users of the SPTC Service. An "upstream provider" is any company that may provide SPTC with bandwidth and/or other related services.

NETWORK MANAGEMENT

SPTC manages its network with the goal of delivering the best possible broadband Internet experience to **all** of its subscribers. High-speed bandwidth and network resources are not unlimited. Managing the SPTC network is essential as SPTC works to promote the use and enjoyment of the Internet by all of its subscribers. We use reasonable network management practices that are consistent with industry standards. We use tools and technologies that are minimally intrusive and, in our independent judgment guided by industry experience, among the best in class. Of course, SPTC’s network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

PROHIBITED USES AND ACTIVITIES

Prohibited uses and activities include, but are not limited to:

- a) illegal activities,
- b) interference with use of the network, systems, and equipment, or the network of any other provider,
- c) posting, storing, transmitting or disseminating information, data, or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity (including violation of the Digital Millennium Copyright Act of 1998, or which in any way constitutes or encourages conduct that would constitute a criminal offense,
- d) contributes to the dissemination of spam,
- e) denial-of-service attacks,

- f) posing a security risk (e.g. unsecured Wi-Fi service),
- g) violation of privacy, or
- h) hacking,
- i) whether express or implied, resale or profit from redistribution, or allowance of others to resell or profit from redistribution, of access to the Service in any manner including, but not limited to, wireless.

From time to time, additional prohibited uses and activities will be posted at www.sptc.net, newsletter, bill insert, the bill backer, direct mail or other medium, and represents a non-exhaustive list that supplements the AUP.

CHILD PORNOGRAPHY

SPTC's Service shall not be used to host, publish, submit, receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store child pornography, or any activity violating the Children's Online Privacy Protection Act.

CONSEQUENCES FOR VIOLATION OF THIS POLICY

SPTC prefers to inform subscribers of inappropriate activities and give them a reasonable period of time in which to take corrective action. We also prefer to have subscribers directly resolve any disputes or disagreements they may have with others without our intervention. SPTC reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party.

SPTC reserves the right, at its sole discretion, with or without notice, to block access to and prevent the use of the Service, and/or suspend or terminate your account(s) if you or others who use your account (and any secondary account) in a manner that violates the AUP. If your Service account is terminated for any reason, all E-mail associated with that account (and any secondary account) will be permanently deleted as well.

Furthermore, violations pertaining to child pornography will be reported to applicable law enforcement agency, the National Center for Missing and Exploited Children, and any additional entity required by law. In addition to notifying said entities, SPTC will work with law enforcement to provide your subscriber information, your location, your IP address, date and time of violation(s) and other information required by law.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless SPTC and its affiliates and subsidiaries, suppliers, and agents against all claims and expenses (including attorney fees) resulting from you engaging in any act prohibited by this AUP or resulting from your violation of this AUP. This paragraph will survive any termination or expiration of any applicable subscriber agreement for Service.