

INTERNET TERMS AND CONDITIONS

Big Bend Telephone Company, d/b/a bigbend.com ("Big Bend") offers our customers Internet Services (the "Service" or "Services") subject to these terms and conditions (the "Agreement"). For purposes of this Agreement, "you," "your," "Customer," and "Member" refer to the person purchasing the Services. "We," "our," and "us" refer to Big Bend.

Activation, Cancellation or Modification. Services can be ordered, cancelled or modified by calling our Big Bend office at 800-592-4781. In some cases we may be able to assist you remotely over the phone or via the Internet by computer in accordance with our fee schedules. Fees apply in accordance with our fee schedules for any work performed. Certain of our fee schedules may be listed on our website at www.bigbend.com and are subject to change without notice. Any fees will be added to your bill if you are a current customer of Big Bend, and payment will be due in the same manner as payment for other Big Bend services. Cancellation will be effective as of the end of the month in which notice is received, and you will remain liable for Service charges for that month. Requests for upgrades to the Services which are accepted will take effect at the beginning of the next month following receipt of the upgrade request. Requested downgrades to the Services will be subject to standard installation charges, if any.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in this Agreement, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Big Bend website, www.BigBend.com, as amended, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling Big Bend at the phone numbers listed above.

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

Modification of Agreement. This Agreement may be updated or changed by us from time to time. You can review the most current version of the Agreement at any time at: www.BigBend.com. If Big Bend makes a change to the Agreement and that change has a material impact on the Services, you will be provided notice of that change by contact to your current mail or email address in the records of Big Bend. You agree to periodically visit the aforementioned website to review any such changes. Your continued use of the Services following the sending of such notice by Big Bend, or the expiration of thirty (30) days following posting of the change on the Big Bend website, whichever occurs first, constitutes your acceptance of such changes.

Subscription for Services. Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer's enrollment form or other subscription document commencing from the date of acceptance by Big Bend and installation, as applicable. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one month from the date of commencement of Service.

You agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) equipment charge. Additionally, by accepting the Service and terminating Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept Services. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

You agree that the following terms and restrictions apply to the Services:

(i) Big Bend does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Services (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of Big Bend;

(ii) You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Services;

(iii) You acknowledge that the Services will not function in the event of an Internet Protocol (“IP”) network interruption;

(iv) You further acknowledge that the listed speeds for any Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or “throughput” may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by Big Bend, and

(v) The specific rates and charges for the Services are set forth on Big Bend’s price list.

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Pricing Changes. Big Bend reserves the right where allowed by regulation to change pricing for its Services at any time without notice to you; provided that Big Bend will not change the basic rate for ordered Services during the Minimum Service Term commitment period applicable to you. Following expiration of a Minimum Service Term commitment, or upon any payment default by you, Big Bend may adjust the rates for Services to reflect any pricing increases made by Big Bend for the applicable Services.

Payment. Payment of each invoice for the Services is due in full, without deduction or offset, within fifteen (15) days of the invoice date at the invoice address for payment. A late fee of \$15.00 will be applied to unpaid accounts twenty-two (22) days from the date of invoice. Accounts unpaid twenty-eight (28) days after the date of invoice may have their service interrupted. You agree to pay interest on any amounts past due at the rate of 1 1/2% per month (or the maximum amount required by law, whichever is less). You also agree that Big Bend may suspend and/or terminate the Services if any amounts due Big Bend are not paid by their due date. Big Bend may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Big Bend for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a \$25.00 fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

Any loss of Services caused by the action or inaction of the Customer, or by a defect or failure of Customer equipment, will not suspend Customer's obligations to pay for the Services, and Customer shall remain liable for all applicable charges.

Credit Card and Credit Reporting Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize Big Bend to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Big Bend and/or any other company who bills for products or services or acts as billing agent for Big Bend to continue to attempt to charge and/or place holds on your credit card with respect to all sums described herein, or any portion thereof, until such amounts are paid in full.

You agree to provide Big Bend with updated credit card information upon Big Bend's request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither Big Bend nor any Big Bend affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at Big Bend's option, to the account number provided for such automatic payment or electronic funds transfer plan.

To the fullest extent permitted by applicable law, you authorize Big Bend to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and periodically obtain and use your credit report and other credit information from credit reporting agencies, private credit reporting associations and other sources in connection with Big Bend's offering of the

Services. You understand that if you fail to fulfill the terms of your obligations to Big Bend, Big Bend may report your failure to credit reporting agencies as well as pursue Big Bend's other rights and remedies.

Advances or Deposits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Big Bend of satisfactory payment history or as required by law, Big Bend may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Big Bend or as required by law.

Access to Premises. You will provide Big Bend with reasonable access to your premises in order to install, maintain, and repair the Services, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You agree to ensure that an adult (someone 18 years old or older) will be present for premises visits requiring Big Bend technicians to enter your home or business (typically for new installations or service trouble calls). You understand and agree that Big Bend may drill, cut, and otherwise alter improvements on the premises. If you do not own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Big Bend deems appropriate for the work to be performed. You acknowledge that Big Bend may use existing wiring, including altering the wiring and removing accessories, located within your premises.

You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will Big Bend or any of its employees, agents, contractors, or business associates be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

You will be responsible for payment of service charges for visits by Big Bend or its subcontractors to your premises when a service request results from causes not attributable to Big Bend or its subcontractors. Big Bend may also assess a service fee if Big Bend dispatches technicians to your premises and the technicians are unable to access your home or business due to no adult being present or for any other reason resulting from causes not attributable to Big Bend or its subcontractors.

Big Bend Equipment. Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by Big Bend in connection with this Agreement (the "Equipment") shall remain with Big Bend. Big Bend's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such causes are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Customer agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Customer shall return to Big Bend all Equipment within thirty (30) days following the expiration,

cancellation or termination of this Agreement, or Big Bend will charge the Customer the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

Password Security. Upon Big Bend's acceptance of Customer's registration for certain Services, Big Bend may provide Customer with a username, password and user identification number. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Big Bend immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Big Bend's property, and Big Bend may alter or replace them at any time.

Limited Warranty. Big Bend will use reasonable efforts to provide Services and the Equipment in accordance with prevailing industry standards. BIG BEND MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES OR ANY EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SERVICES OR EQUIPMENT. IN NO EVENT WILL BIG BEND BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF BIG BEND'S OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF BIG BEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

Limitations on Use. You acknowledge that the Services are provided for your personal use and not for resale or assignment. No Services or Equipment may be transferred to another location or shared with another person who is not bound by this Agreement. You will not use the Services for telemarketing or any excessive usage inconsistent with normal residential usage patterns (or, if a commercial customer under a commercial service plan, consistent with normal usage for that plan). If Big Bend determines, in its sole discretion, that you are reselling or transferring Services or that you are using Services in an improper manner or other manner unduly burdensome on Big Bend's network and facilities, Big Bend reserves the right, without advance notice, immediately to terminate or modify the Services, or to change your Service plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred.

Status of Internet Usage. The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. No advice or information given by Big Bend or its contractors or their respective employees shall create a warranty. Big Bend does not warrant that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Big Bend has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

Anti-Virus. Any anti-virus and SPAM protection offered in connection with Big Bend's Services is offered for Customer's incoming email services and is provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER SPAM PROTECTION FOR CUSTOMER EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER EQUIPMENT AND INFORMATION.

Acceptable Use Policies. The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by Big Bend in ways that violate laws, infringe the rights of others, interfere with the users of Big Bend's network or other networks, or otherwise violate Big Bend's Acceptable Use Policies as set forth at <https://www.bigbend.com> (the "AUP") and incorporated herein by reference and as set forth below. Big Bend reserves the right to modify the terms and conditions of the AUP from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the AUP will constitute Customer's acceptance of any changes. If Customer violates the AUP, Big Bend may immediately suspend the Services without prior notice. Big Bend also reserves the right to terminate the Services in the event of chronic or uncured violations of the AUP as determined by Big Bend. Notwithstanding anything herein, Big Bend shall be under no obligation to monitor the compliance of Customer with the AUP.

Digital Millennium Copyright Act ("DMCA") Notice. In operating the Services, Big Bend may act as a "services provider" under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Big Bend may be transmitted, stored, accessed or otherwise made available using the Service. You agree to notify Big Bend if and to the extent any situation arises wherein you believe any material available through the Service infringes a copyright. Any claimant must notify Big Bend using the notice procedure for claimed infringement under the DMCA and provide the following:

If you believe that your work has been copied and has been posted, stored or transmitted to Big Bend's website in a way that constitutes copyright infringement, please submit a notification pursuant to the DMCA by providing Big Bend's designated agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a specific description of where the material that you claim is infringing is located on the website; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Big Bend's designated agent (the proper party for notice) to whom any copyright owner should address infringement notices under the DMCA is DMCA-Designated Agent, 808 N. 5th Street, Alpine, Texas 79830, 800-592-4781, dmca@bigbend.com. Big Bend will respond expeditiously to remove or disable access to material Big Bend determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

Big Bend also has no obligation to monitor its Services, but may do so and disclose information regarding use of the Services for any reason if Big Bend, in its sole discretion, believes that it is reasonable to do so, including, without limitation, to: (i) satisfy laws, regulations, or governmental or legal requests, (ii) operate the Services properly, or (iii) protect itself and its customers and users. Big Bend may immediately remove material or information from Big

Bend's servers, in whole or in part, which Big Bend, in its sole and absolute discretion, determines to infringe another's property rights or to violate the AUP.

To the extent any of your Services from Big Bend include wireless access, wireless systems use radio channels to transmit voice and data communications over a network, and privacy cannot be guaranteed. We are not liable to Customer or any other party for any lack of privacy resulting from using any wireless services of Big Bend. Customer acknowledges that wireless service is inherently not secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Big Bend cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. Big Bend strongly encourages Customer to obtain security solutions, such as virtual private networks, encryption and personal firewalls, as more fully described at <https://www.bigbend.com>.

Miscellaneous. You acknowledge and agree that this Agreement, together with all other terms and conditions incorporated herein, constitutes the entire agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Big Bend, which consent may be withheld in Big Bend's sole discretion. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Big Bend of any terms herein shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. This agreement is accepted and performed at Polk County, Texas, and venue shall be proper only in that county. No amendments or modifications to this Agreement shall be effective or binding against Big Bend unless expressly agreed to in writing by an authorized representative of Big Bend. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.

NETWORK MANAGEMENT POLICIES – BROADBAND INTERNET ACCESS DISCLOSURES:

Broadband Internet Access Disclosures as required by the Federal Communications Commission's Open Internet Rules are provided on this website under a separate Broadband Internet Access Disclosure Form. Existing and prospective customers of Big Bend's Internet access services may refer to that disclosure form for additional information regarding the network practices, performance characteristics, and commercial terms applicable to Big Bend's broadband Internet access services.

ACCEPTABLE USE POLICIES:

You agree to comply with the rules of the Service and the appropriate rules for other networks or services connected directly or indirectly to the Service, including Acceptable Use Policies established for the Internet as a whole.

The Service may only be used for lawful purposes for your individual use. You agree to use responsible Internet practices, including, without limitation, using computer security and anti-virus protections, to ensure that unauthorized third parties do not gain access to your computer or computer network or the Service.

You further agree not to:

- (i) Resell the Service or otherwise permit the use of the Service by any unauthorized users;
- (ii) Restrict or inhibit any other user from using and enjoying the Internet;
- (iii) Post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;
- (iv) Post or transmit emails or other information or software which contains a virus, malicious code, spyware, adware, cancelbot, trojan horse, worm or other harmful component;
- (v) Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purpose (other than as expressly permitted by Big Bend with regards to such information, software or other material);
- (vi) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
- (vii) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind (as determined in Big Bend's sole discretion), including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- (viii) Transmit spam (i.e., mass unsolicited email messages) or flames (the sending of a large number of email messages to a single or multiple addresses);
- (ix) Gain or attempt to gain unauthorized access to or otherwise disrupt or deface websites, networks, systems or accounts owned by Big Bend or any third parties, including without limitation, through the use of worms, trojan horses, denial of service attacks or other computer hacking techniques, disrupt the Service or network connectivity of Big Bend or any third parties, misuse Big Bend or third party facilities or create fraudulent accounts; or
- (x) Edit, transmit, distribute, reproduce, or modify in any part or copy onto any media The Walt Disney Company and its affiliated company content, text, photo, graphic, audio, and/or video material (including but not limited to such material from ESPN, ABCNews, Movies.com, SOAPNet or any other Disney company) ("Disney Content"), except that Customer may download one copy of the Disney Content on a single computer for the Subscriber's personal, noncommercial home use only, provided that (i) Customer keeps intact all copyright and other proprietary notices, (ii) Customer makes no modifications to the Disney Content, (iii) Customer does not use the Disney Content in a manner that suggests an association with any of Disney's products, services, or brands. Customer agrees that The Walt Disney Company and its affiliated companies will not be held liable for any delays, inaccuracies, errors, or omissions in the Disney Content or in the transmission of delivery of all or any part of the Disney Content, or for any damages arising from any of the foregoing.

Big Bend has no obligation to monitor the Service or your use of the Service. However, you agree that Big Bend has the right to monitor the Service electronically from time to time and to disclose any information as necessary to

satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Big Bend will not intentionally monitor or disclose any private email message, except as stated above.

Big Bend reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP. Big Bend may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that Big Bend, in its sole discretion, believes violates any of its AUP.

Big Bend may deny you access to all or part of the Service without notice if you engage in any conduct or activities that Big Bend in its sole discretion believes violates any of the terms and conditions in this AUP. If Big Bend denies you access to the Service because of such a violation, you shall have no right to access the Internet or your email account through Big Bend.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD BIG BEND HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AGREEMENT BY YOU OR AUTHORIZED USERS OF YOUR ACCOUNT, OR IN CONNECTION WITH THE USE OF THE SERVICE OR THE INTERNET OR THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER MATERIALS ON THE INTERNET BY YOU OR USERS OF YOUR ACCOUNT.

PRIVACY POLICY:

Big Bend is committed to protecting the privacy and security of the information provided by Customers and other parties visiting Big Bend's website.

Personal Information. Visitors can generally browse our website anonymously without providing any personal information. However, there are cases where we may request information from people visiting our website. When personally identifiable information is collected, you will know because you will need to provide the requested information through the completion of a form. Personally identifiable information may include a visitor's name, address, telephone number and email address. We will not collect any personally identifiable information unless the Customer or visitor provides it to us voluntarily. If you choose not to give information we request, you can still visit our website, but you may be unable to access certain options, offers, and services. Big Bend is dedicated to building a long-term relationship with all of our website visitors and customers. We will not sell, share or rent this information to others in ways other than as set forth in this Privacy Policy. This Privacy Policy does not apply to the use or disclosure of information that is collected or obtained by us through means other than our website.

Log Files. Our log tracking collects visitors' IP addresses to analyze trends, administer our website, track visitor movement, and gather broad demographic information to help determine the type of information visitors are interested in seeing on our website. This tracking only collects IP addresses and not personally identifiable information. Visitors are not personally identifiable within our log files. Big Bend only uses this information for internal purposes and does not share this information with non-affiliated companies or institutions.

Cookies. A "Cookie" is a piece of information that is sent from a Big Bend web server to a visitor's browser and stored on the visitor's hard drive. Big Bend uses Cookies when a Customer or visitor orders a product or registers for a specific program. The Cookie stores information that allows Big Bend's website to remember a Customer or visitor the next time he or she visits it. Cookies also allow us to tailor our website to better match Customers' or other visitors' interests and preferences. The applicable party may choose to disable Cookies by changing his or her browser settings; however, such party may not be able to access some of the information or features on our website after doing so.

Registration. In some cases, a person may be required to complete a registration form to order a product or to receive certain information. During the registration process, the person is required to give specific information such as name and email address. This information is used to contact the person regarding services offered by Big Bend for which the person has expressed interest.

Ordering Services. When ordering Services online, Big Bend will request certain information from a Customer to complete an order. The Customer's information will include name, address, telephone number, email address, payment information and other information as may be requested by Big Bend in the order form. This information is used for billing purposes, fulfillment of orders, ongoing account maintenance and upgrades.

Security. When asked to enter certain sensitive information (such as credit card number and/or social security number), that information is encrypted and is protected through third party security systems. Access to visitor information is restricted to Big Bend and underlying parties through their respective developers, network operations personnel and other qualified employees or agents (such as billing clerks or customer care representatives). In addition, the servers on which Big Bend stores personally identifiable information are kept in a secure location. While we use reasonable efforts to safeguard the confidentiality of your information, Big Bend will have no responsibility for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties.

Marketing Contacts. If a party wishes to subscribe to newsletters or other marketing information, such as email updates, Big Bend will ask for contact information, including a street address or email address. In addition, we may ask for information that will help deliver pertinent information from Big Bend. Persons who do not wish to receive Big Bend newsletters or promotional materials may opt-out of receiving these communications. Each contact the visitor receives from Big Bend will inform the visitor how to unsubscribe from these communications.

Sharing of Personal Information. Collected personal information is only used for the business purposes of Big Bend and is not shared with external, non-affiliated companies except as provided in this Privacy Policy. Big Bend may partner with other parties to provide specific services, such as billing solutions, which are designed to enhance the functionality of our products and services. When a customer signs up for these services, Big Bend will only share names or other contact information that is necessary for the third party to provide these services. We may also provide your personal information to third party agents we have hired to help us provide a good or service you have requested. For example, we would need to provide your address to a shipping company to deliver a package you have ordered. In addition, we outsource certain functions of our business, and those agents may have access to your personal information; however, in such cases our agents are prohibited from disclosing your personal information to others.

We may share statistical or aggregated non-personal information about our visitors with advertisers, business partners, sponsors and other third parties. No personal information is supplied in these cases. This data is used to customize our website content and advertising to deliver a better experience to our users.

Correction/Updating Personal Information. If a Customer needs to update or change personal identification information, Big Bend will help the Customer to correct, update or remove personal data provided to Big Bend. The Customer can update or change personally identifiable information by contacting Big Bend directly or through its website.

Notification of Changes. If we make any changes to the Big Bend Privacy Policy, we will post those changes on Big Bend's website so Customers and visitors are informed of what information we collect and how we use that information. We will only use information in accordance with the current Big Bend Privacy Policy.

Links. Big Bend's website contains links to other websites. Big Bend is not responsible for the contents or privacy practices of these websites. We encourage our visitors and customers to read the privacy policy of each website they visit. This Privacy Policy applies solely to information collected on Big Bend's website.

Policies For Children. BIG BEND DOES NOT KNOWINGLY SOLICIT, COLLECT OR USE ANY PERSONAL INFORMATION FROM VISITORS UNDER 13 YEARS OF AGE. NO INFORMATION SHOULD BE SUBMITTED TO OUR WEBSITE BY GUESTS UNDER 13 YEARS OF AGE, AND VISITORS UNDER 13 YEARS OLD ARE NOT ALLOWED TO REGISTER FOR OUR CONTESTS, NEWSLETTER, PRODUCTS OR SERVICES.

Special Cases. Big Bend reserves the right to disclose personal information in special cases, when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other website users, or anyone else that could be harmed by such activities. We may disclose personal information without notice to you in response to a subpoena or when we believe in good faith that the law permits it or to respond to an emergency situation.

Specific areas or pages of our website may include additional or different provisions relating to collection and disclosure of personal information. In the event of a conflict between such provisions and this Privacy Policy, such specific terms shall control.

Questions. If you have any questions or concerns about this Privacy Policy or the privacy practices of Big Bend, please contact us at our corporate offices or on our corporate website at www.bigbend.com.

NOTICES:

Unless otherwise specified in this Agreement, notices to you may be made by email, posting online at www.bigbend.com, bill insert, regular mail or call to your telephone number. It is your responsibility to check for such notices.

Unless otherwise specified in this Agreement, notices by you to Big Bend must be given by calling our Big Bend office at 800-592-4781, and such notices are effective as of the date that our records show we received your call.

LEGAL NOTICES must be given by letter delivered by overnight mail or certified mail to Big Bend, ATTN: CEO, 808 North 5th Street, Alpine, Texas 79830.