

## ACCESS Fiber Terms & Conditions of Service

Welcome to ACCESS FIBER and thank you for using ACCESS FIBER's products, equipment and services (the "Services"). The Services are provided by Taylor Electric Cooperative, Inc., d/b/a Access Fiber ("ACCESS FIBER"), located at 7966 Hwy 83, Abilene TX 79602, in accordance with the terms and conditions outlined below. All notices required under the Terms should be sent to the following:

Address	Phone	Email	Website
PO Box 250 Merkel, TX 79536	325-793-8500	info@taylorelectric.coop	Taylorelectric.com/ fiber-internet/

The ACCESS FIBER Terms & Conditions of Service, which includes the Acceptable Use Policy and Network Management and Limitations on Data Policy, (collectively, the "Terms" or "Agreement") constitute a contract by and between Access Fiber and the customer ("Customer" or "you") at the address provided in Customer's Agreement for Internet Service. Hereinafter, ACCESS FIBER and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties".

By signing up for or using the Services, you represent that you are of legal age to enter into this agreement and that you are capable of entering into a legally binding agreement on behalf of yourself and others in your residence that may use the Services, and that you agree to the Terms by ACCESS FIBER herein.

### 1. The Services

(a) Internet Service. ACCESS FIBER provides several service tiers for internet access (the "Service Plan" or "Service Plans"). The various Service Plans have their own rates, terms, and conditions. Information about the Service Plans can be found at [taylorelectric.com/fiber-internet/](http://taylorelectric.com/fiber-internet/).

(b) Equipment. ACCESS FIBER may provide or rent various pieces of equipment to you relating to the Services, including but not limited to the Junction Box, Fiber Cables, and the Network Box ("Equipment"). **CUSTOMER ASSUMES THE RISK OF LOSS, THEFT OR DAMAGE TO ALL EQUIPMENT AT ALL TIMES AFTER INSTALLATION UNTIL IT IS RETURNED TO ACCESS FIBER. CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ACCESS FIBER, AND ITS SUCCESSORS OR ASSIGNS, AGAINST ANY AND ALL CLAIMS, LIABILITY, LOSS, DAMAGE, OR HARM, (INCLUDING WITHOUT LIMITATION REASONABLE LEGAL FEES) SUFFERED BY ACCESS FIBER TO THE**

**EXTENT THAT THE SAME ARISE FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGE TO THE EQUIPMENT RESULTING THEREFROM.** If you lose or damage the Equipment after installation, ACCESS FIBER may charge you a fee to repair or replace the Equipment. Equipment fees are subject to change and can be found at [tayloelectric.com/fiber-internet/](http://tayloelectric.com/fiber-internet/).

From time to time, ACCESS FIBER may offer equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

(c) Software. You authorize ACCESS FIBER to install software upgrades on any Equipment provided by ACCESS FIBER. You also agree not to use the ACCESS FIBER Equipment for any purpose other than using the Services.

(d) Construction and Installation. ACCESS FIBER provides the construction and installation of Equipment necessary to deliver the Services. Construction and installation fees are subject to change. Construction means the connection from the ACCESS FIBER network to the Junction Box attached to the exterior of your structure. Installation means running the Fiber Cables from the Network Jack to the Network Box in the interior of your structure. Basic installation is free of charge to the location that receives our electrical services. Basic Installation includes transitioning the Fiber Cables from the exterior wall (Junction Box) through the interior wall to the Network Box placed close to the transition point in one installation for 1 structure. Advanced and custom installations will require payment of additional fees. ACCESS FIBER will only begin construction and installation of Equipment after you (i) have been informed of the fees, including any applicable credits or rebates, (ii) prepaid the applicable fees for installation, and (iii) authorized the work to begin.

(e) Installation of Equipment. You agree to provide ACCESS FIBER with all necessary access to the premises at the address you signed up for the Services so that the Equipment necessary for you to receive the Services may be installed and configured. You agree that ACCESS FIBER may install Equipment on the exterior and interior of buildings on your premises (including but not limited to laying underground conduit and/or affixing equipment to the outside of buildings on your premises) at any reasonable location. You also agree that ACCESS FIBER may use, and that you have the necessary permissions to approve ACCESS FIBER's use of, existing facilities, including existing wiring in and around your residence, to complete the

---

installation services.

(f) Customer is the owner of and solely responsible for all Customer Equipment and Services on the Customer's side of the ethernet/router drop point. ACCESS FIBER is not responsible for services, maintenance, troubleshooting, or repairs to equipment beyond the Customer's ethernet/drop point.

If you rent or otherwise do not own the premises, you may be asked to provide written evidence that you have received all permissions necessary for ACCESS FIBER to perform installation services. If ACCESS FIBER incurs any costs, liabilities, or losses, including attorneys' fees, because you did not get the necessary authorization(s) for ACCESS FIBER to install the equipment required for the Services, you are responsible for reimbursing ACCESS FIBER for all costs, liabilities, or losses it incurs from the installation services and/or the removal of the equipment as a result of not gathering the necessary authorization(s).

Acceptance of the Terms does not guarantee that ACCESS FIBER will install or provide any Services. We may need a separate agreement with you or your landlord in order to install the Equipment and provide the Services.

ACCESS FIBER retains ownership of all Equipment and other facilities it installs on your premises and may remove all or any portion of such facilities, at its option, upon termination of the Services.

## 2. Term, Automatic Renewal, and Cancellation

(a) Term. The Services do not require a minimum service term but do require not less than thirty (30) days' notice to cancel the Services. Unless you notify ACCESS FIBER that you wish to cancel the Services, ACCESS FIBER will automatically continue providing the Services on a month to month basis at the applicable rate in effect at the time.

(b) Cancellation by You. You may cancel the Services at any time for any reason by notifying ACCESS FIBER. Your notice is effective not sooner than thirty (30) days after ACCESS FIBER receives it. If the Services are cancelled, you (i) must pay all fees and charges accrued or otherwise payable under the Terms through the effective date of the cancellation of Services; and (ii) return the ACCESS FIBER provided router or Equipment to ACCESS FIBER within five (5) business days after the effective date of cancellation of Services. Failure to timely return the ACCESS FIBER provided router will result in a charge of \$250.00, and the failure to return any other Equipment will result in a

charge equal to the amount of the costs incurred by ACCESS FIBER to replace the Equipment.

(c) Termination by ACCESS FIBER. ACCESS FIBER may cancel your Services if you fail to pay any amounts owing when due, breach any of the terms of this Agreement, or for any other business reason. For a termination in accordance with this paragraph, you remain liable for all unpaid fees and other charges accrued for use of the Service through the termination date, and any other fees and charges that are otherwise payable and due under the Terms, including the return to ACCESS FIBER of the ACCESS FIBER provided router and Equipment.

(d) Payment upon Cancellation. You understand that you will incur fees and charges as a result of your receipt and use of the Services. You also understand that you are required to return the ACCESS FIBER provided router and Equipment to ACCESS FIBER. By giving ACCESS FIBER your credit or debit card account information at any time, you authorize ACCESS FIBER to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation. Failure to timely return the ACCESS FIBER provided router will result in a charge of \$250.00. Failure to timely return any other Equipment will result in a charge equal to the amount of the costs incurred by ACCESS FIBER to replace the Equipment.

### 3. Billing and Payment

In return for receiving the Services, you promise to pay ACCESS FIBER as follows:

(a) Recurring Charges. You will pay in advance, at our rates in effect at the time, for all Services ordered by you or anyone who uses the Equipment or who uses the Services, with or without your permission, until the Services are canceled. The outstanding balance is due in full each month. ACCESS FIBER may, in its discretion, accept partial payments, which will be applied to the oldest outstanding statement. No "payment in full" notation or other restrictive endorsement written on your payments will restrict ACCESS FIBER's ability to collect all amounts owing to ACCESS FIBER. If you do not pay your statements on time, ACCESS FIBER may reduce your Services to a minimum service level, at rates in effect at the time, restrict the availability or renewability of your Services options, require immediate payment for Services ordered, or deactivate your Services.

(b) Taxes. You will pay all state and local taxes or other governmental fees and charges, if any, which are assessed including any such taxes, fees or charges assessed against discounted fees or service credits.

---

(c) Construction, Installation and Other Administrative Fees. ACCESS FIBER will charge fees that arise in specific circumstances to those customers responsible for them. These fees include construction, installation, activation, inspection, additional equipment, late charges, change of service charges, deactivation, and returned payment. This list is not exclusive, and ACCESS FIBER reserves the right to modify these fees to charge additional fees.

(d) Billing Statements. ACCESS FIBER will send you an electronic statement for each billing cycle. The first month billing will include a prorated amount from the date of installation to your cycle billing in addition to your package amount. Every month thereafter, you will be billed your ACCESS FIBER package amount. The statement will show: (1) payments, credits, purchases and any other charges to your accounts, (2) the amount you owe ACCESS FIBER and (3) the payment due date. ACCESS FIBER members will receive their ACCESS FIBER statement electronically on their Taylor Electric Cooperative, Inc. statement for electric services.

(e) Billing Disputes. If you have questions, you must contact ACCESS FIBER within 60 days of receiving the statement in question. Undisputed portions of the statement must be paid by the due date to avoid a late fee and possible reduction or deactivation of the Services.

(f) Collection Costs. If you fail to pay any amounts you owe ACCESS FIBER, you may be subject to collections by ACCESS FIBER or your account may be referred to a third-party collection agency. To the extent permitted by law, you will pay ACCESS FIBER any costs and fees ACCESS FIBER reasonably incurs to collect amounts you owe, including, but not limited to, collection agency fees and reasonable attorneys' fees.

#### 4. Using the Services

You agree not to misuse the Services. ACCESS FIBER's Acceptable Use Policy for Residential Subscribers is incorporated into the Terms. You are responsible for all activity on the Services, whether you undertake such activity or someone else. **CUSTOMER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ACCESS FIBER FROM AND AGAINST ANY AND ALL COSTS, LOSSES, HARM OR DAMAGES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF THE SERVICES, INCLUDING ANY CLAIMS RESULTING FROM THE USE OF**

---

**THE SERVICES BY CUSTOMER'S OTHER END USERS AND ANYONE PERMITTED ACCESS TO THE SERVICES BY CUSTOMER AT THE LOCATION THE SERVICES ARE BEING PROVIDED, AND/OR THE CONTENT OF ANY COMMUNICATIONS TRANSMITTED VIA THE SERVICE.**

5. Resale and Redistribution

The Services are intended for the personal use of you and other occupants and guests within your residence. You agree not to resell or repackage the Services or otherwise make them available to anyone outside of your Residence.

6. Security

ACCESS FIBER makes an effort to keep its network secure, but no network security is perfect. ACCESS FIBER utilizes the public internet and third-party networks to provide connectivity and broadband fiber internet services, therefore, ACCESS FIBER cannot guarantee the security of internet based communications of Customer. You are responsible for implementing appropriate security measures when using the Services, including taking whatever steps are necessary to ensure that your data is not accessed by unauthorized third parties. ACCESS FIBER is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

7. Privacy

ACCESS FIBER takes your privacy seriously. You understand and agree that information provided to and collected by ACCESS FIBER in connection with the Services is subject to the ACCESS FIBER Privacy Policy, which is incorporated into the Terms. **Upon the appropriate request of a government agency, law enforcement agency, or court as required by law, ACCESS FIBER is permitted to disclose the requested information, which may include personally identifiable information, and Customer hereby consents to such disclosure by FIBER ACCESS and by those third parties who provide services to ACCESS FIBER to a government agency, law enforcement agency, or court as required by law without liability or responsibility to Customer.**

8. Network Management

ACCESS FIBER uses various network management techniques to protect our network, systems, equipment, services, and users from harm, ensure reliable, quality services to our users, and improve our services as further

---

described in detail attached hereto in the Network Management and Limitations on Data Policy.

#### 9. Commitment to Online Safety

ACCESS FIBER is committed to online safety for minors, and ACCESS FIBER complies with all applicable laws related to protecting minors online. This includes reporting cases of child abuse or exploitation to the National Center for Missing and Exploited Children. You can access additional information about minors' online safety by visiting [www.ncmec.org](http://www.ncmec.org).

#### 10. Copyright Policy

ACCESS FIBER Copyright Policy. ACCESS FIBER respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 ("DMCA"), the text of which may be found on the U.S. Copyright Office website <https://www.copyright.gov/legislation/dmca.pdf>. ACCESS FIBER will respond expeditiously to claims of copyright infringement committed using the ACCESS FIBER Services if such claims are reported to ACCESS FIBER.

(a) Notification by copyright owner. If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by completing the following DMCA Notice of Alleged Infringement and delivering it to ACCESS FIBER's. Upon receipt of Notice as described below, ACCESS FIBER will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.

(b) Sample notice.

##### **DMCA Notice of Alleged Infringement ("Notice")**

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
  2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site or the exact location where such material may be found.
  3. Provide your company affiliation (if applicable), mailing
-

address, telephone number, and, if available, email address.

4. Include both of the following statements in the body of the Notice:
  - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
  - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature. Deliver this Notice, with all items completed, to ACCESS FIBER’s listed contact below.

Taylor Electric Cooperative, Inc.  
Attn: IT Department  
P.O. Box 250  
Merkel, Texas 79536  
Email: [itdepartment@tayloelectric.coop](mailto:itdepartment@tayloelectric.coop)

Access Fiber may not be able to act on your complaint promptly or at all if you do not provide the information required in the “Contents of Notice”.

Before you allege an infringement, you should consult copyright materials to confirm that the use is, in fact, infringing. The United States Copyright Office provides basic information that can help you determine whether an exception or defense, such as fair use, may apply to the use of your copyrighted work.

(c) Notice and Takedown Procedure

Access Fiber expects all users of its system to comply with applicable copyright laws. However, if Access Fiber is notified of a claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond appropriately, which may include removing or disabling access to material that is claimed to be infringing. Access Fiber will follow the procedures outlined in the DMCA with regard to appropriate notifications of the users and the complaining party, acceptance of counter notifications, and where indicated, put back of the alleged infringing material. Refer to the United States Copyright Office for a summary of the provisions of the DMCA.

---

(d) Repeat Infringers

Where it has been clearly established that an Access Fiber user is a repeat offender of copyright infringement, Access Fiber may terminate that individual's account, cancel Services, or any other rights that may be available to it under law or equity.

11. Changes in the Terms

ACCESS FIBER reserves the right to change the Terms on which it offers Services. You should look at the Terms regularly. ACCESS FIBER will maintain the Terms and accompanying policies that are incorporated into the Terms at: [tayloelectric.com/fiber-internet/](http://tayloelectric.com/fiber-internet/). ACCESS FIBER will post notice of modifications to the Terms on this page by indicating the date the Terms were modified. If you do not agree to the modified Terms for any ACCESS FIBER Service, you must notify ACCESS FIBER. ACCESS FIBER may cancel your subscription or applicable Services if you do not accept the modifications to the Terms. Customer's continued use of the Services constitutes your acceptance and agreement to the Terms.

12. Limits on ACCESS FIBER's Responsibility

(a) Service Interruptions. Services may be interrupted from time to time for a variety of reasons. ACCESS FIBER is not responsible for any interruptions of the Services that occur due to acts of God, power failure or any other cause beyond its reasonable control. If an interruption of a

significant length of time occurs that is within ACCESS FIBER's reasonable control, upon your request, ACCESS FIBER will provide what it reasonably determines to be a fair and equitable adjustment to your account to make up for such Services interruption. This will be your sole remedy and ACCESS FIBER's sole duty in such cases.

(b) Warranty disclaimer. Except as provided herein, ACCESS FIBER makes no warranty regarding any service, software, or equipment, which is provided as is. All such warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded. You bear the entire risk as to the quality and performance of the equipment and are responsible for the entire cost of any necessary repair.

(c) Limitations of Liability. ACCESS FIBER is not responsible for any direct, indirect, special, consequential, incidental or punitive damages or losses relating to or arising out of the use of or inability to

use the equipment, software, or any service, whether based on negligence or otherwise even if ACCESS FIBER or its licensors have been advised of the possibility of such damages, or for any claim by a third party. Some states or jurisdictions do not allow the exclusion or limitation or consequential damages, if the Services are being provided in such states, then only as to such states and only to the extent that it is excluded, shall such limitation or exclusions apply to the Customer for the applicable Service.

(d) **Warranty Services.** You agree that this Agreement does not provide for, and the Services do not include, any warranty services or other services that ACCESS FIBER might provide separately, including, without limitation, any fee based or other programs.

### 13. Miscellaneous

(a) **Notice.** Notices to you will be deemed given when personally delivered, addressed to you at your last known address (the address you designate as your billing address) and deposited in the U.S. Mail (which may include inclusion in your billing statement), or sent via Internet to the e- mail address you provided to ACCESS FIBER. Your notices to ACCESS FIBER will be deemed given when received at the address on the first page of this Agreement.

(b) **Governing Law and Venue.** THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ANY DISPUTES RELATED TO YOUR AGREEMENTS OR SERVICE WITH ACCESS FIBER SHALL BE GOVERNED BY THE RULES AND REGULATIONS OF THE FEDERAL COMMUNICATIONS COMMISSION, OTHER APPLICABLE FEDERAL LAWS, AND THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICTS OF LAWS. EXCLUSIVE VENUE OF ANY ACTION BETWEEN CUSTOMER AND ACCESS FIBER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN THE STATE COURTS LOCATED IN TAYLOR COUNTY, TEXAS AND THE FEDERAL COURTS WITH JURISDICTION OVER MATTERS ARISING OUT OF TAYLOR COUNTY, TEXAS, AND EACH OF THE PARTIES HEREBY SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR SUCH PURPOSE. The provisions of this Section 13(b) shall survive the expiration or earlier termination of this Agreement.

(c) **Other.** This Agreement and any lease, activation, programming, or other Service commitment agreement that you entered into in connection with obtaining Services or Equipment constitute our entire agreement. No salesperson or other representative is authorized to change it. If any provision of the Terms is declared by

---

a competent authority invalid; that provision will be deleted or modified to the extent necessary, and the rest of the Terms will remain enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, including but not limited to Customer's obligations to defend, indemnify, hold harmless ACCESS FIBER and the obligation to pay any amounts owed to ACCESS FIBER pursuant to this Agreement.

---

## **Access Fiber Residential Acceptable Use Policy**

Taylor Electric Cooperative, Inc. (“Company”) is at all times committed to complying with the laws and regulations governing use of the Internet, transmission of data, and preserving for all its customers the ability to use the Company’s network without interference or harassment from other users. This Acceptable Use Policy (“AUP”) is designed to help achieve these goals.

In this AUP, the term “Customer” refers to the person or entity of record which has the subscription to Service and can refer to more than one person or entity, where appropriate, and also includes any person or entity using Customer’s Service.

In this AUP, the term “Service(s)” refers to any broadband communications service delivered over fiber-optic, and/or any data transmission service, the Customer receives from the Company through its subscription.

By using the Service, the Customer agrees to comply with this AUP and to remain responsible for its users and those persons under its contract. The Company reserves the right to change or modify the terms of the AUP at any time, effective with Customer’s use of the Service. Customer’s use of the Service after changes to the AUP shall constitute acceptance of any changed or additional terms. All other contract terms between the Company and the Customer remain in effect.

The Company performs routine surveillance of its networks and related services. In instances when the Company through its routine surveillance finds violations of this AUP, the Company reserves the right to take any action it deems appropriate in its sole discretion including, but not limited to, immediate suspension or termination of Services with or without prior notice to Customer.

### **Prohibited Activities**

#### **General Prohibitions:**

The Company prohibits use of the Service(s) in any way that the Company believes:

- is unlawful, harmful to, or interferes with the use of the Company’s network or systems, or the network of any other provider;
- interferes with the use or enjoyment of services received by others;
- infringes intellectual property rights;
- uses the Service to deliver spyware, malware, or viruses, or unlawfully, secretly or deceptively obtain the personal information of third parties;
- attempts to or gains unauthorized access to private networks or personal information of others;
- creates or attempts to utilize a user id, website, IP address, email address, and/or domain name that is defamatory, fraudulent, indecent, offensive, deceptive,

threatening, abusive, or harassing, or which damages the name or reputation of the Company or the Company's customers, managers, employees, officers, agents, or other representatives;

- results in the publication of threatening or offensive material as determined by the Company;
- constitutes Spam/E-mail/Usenet abuse, a security right or constitutes a violation of privacy (as determined by the Company in its sole discretion).
- the use of residential service for commercial use.

#### Unlawful Activities:

Services should not be used to violate any applicable local, state, federal, national or international law, or any treaty, court order, ordinance, regulation, or administrative rule.

#### Inappropriate Interaction with Minors:

The Company complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

Services shall not be used to publish, submit, receive, upload, download, post, use, copy or otherwise produce, transmit, distribute, or store child pornography. Suspected violations of this prohibition may be reported to the Company at the notice email address provided below. The Company will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and/or law enforcement agencies and will take steps to remove the child pornography (or otherwise block access to the content determined to contain child pornography) from its servers. The Company shall be the sole arbiter of what is deemed to constitute child pornography.

For more information about online safety, visit [www.ncmec.org](http://www.ncmec.org).

#### Spam/E-mail/Usenet Abuse:

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. The Company reserves the right to seek damages and other available relief against Customer and/or any third parties as applicable.

#### Copyright Infringement and Digital Millennium Copyright Act:

The Digital Millennium Copyright Act of 1998 ("DMCA"), 17 U.S.C. § 512(b)-(d) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like the Company.

The Company has no obligation to investigate possible copyright infringements with respect to materials transmitted by the Customer or any other users of the Service(s). However, the

Company will process valid notifications of claimed infringement under the DMCA.

---

In accordance with the DMCA and other applicable laws, the Company maintains a policy that provides for the termination of Service(s), under appropriate circumstances, if the Customer is found to be a repeat infringer and/or if the Customer's Service(s) is used repeatedly for infringement. The Company's current policy is as follows: If it is a first-time offense, the customer will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect the customer's access to the internet. A second offense will result in notice that internet service will be restricted for ninety (90) days to limit the ability to violate the law. A third offense will result in the termination of internet service. The Company reserves the right to modify the foregoing policy and terminate a customer's internet service sooner than described above in the sole discretion of the Company and without prior notice to a customer.

If you are a copyright owner (or an agent of a copyright owner) and believe any user material infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act (DMCA) by sending the following information to our Designated Copyright Agent:

1. Clear identification and detailed description of the copyrighted work;
2. Identification of the material allegedly copying the copyrighted work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim (including name, address, telephone number and email address);
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by you as the copyright owner, your agent or by law;
5. A statement affirming that, under penalty of perjury, the claim is accurate, and the complaining party is authorized to act on behalf of the copyright owner; and
6. Signature of the copyright owner or someone authorized by the owner to assert infringement of the copyright and submit claim.

The Company's designated agent to receive notifications of claimed infringement or other violations of this AUP is:

Taylor Electric Cooperative, Inc.  
Attn: IT Department  
P.O. Box 250  
Merkel, Texas 79536  
Email: [itdepartment@taylorelectric.coop](mailto:itdepartment@taylorelectric.coop)

No Resale/Sharing of Services:

Customer is prohibited from reselling or redistributing the Service(s) or otherwise making the Service(s) available to third parties, in whole or in part, directly or indirectly, unless expressly permitted by an agreement with the Company.

---

Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service(s) in any manner, except as expressly provided in any agreement with Company for the Service. The limitation on resale or redistribution of access includes, but not limited to, hosting and/or cloud-based applications such as provision of email, FTP, HTTP, VoIP, and Telnet Access. Although resale or redistribution of such Service(s) is prohibited, the AUP does allow for hosting of these services for the Customer's own use.

#### Bandwidth Allotment:

The Company reserves the right in its sole discretion to enforce bandwidth allotments depending upon the Customer's level of usage and the level of Service(s) purchased. A Customer may qualify for bandwidth allotment if their usage is over ten (10) times the average usage of the Customer's classification or otherwise in excess of what is provided for in any agreement for Service with Company.

#### **Customer Responsibilities**

The Customer is responsible for any misuse of the Services that originates from the Customer's account, even activities committed by a friend, family member, co-worker, employee, guest or anyone with access to the Customer's Service. Customer is responsible for ensuring that others do not gain unauthorized access to the Customer's Services.

Customer is solely responsible for ensuring and maintaining security of their systems and the machines and/or devices that connect to and use the Service(s), including implementation of necessary patches and operating system updates, blocking unwanted traffic and installing any necessary virus or malware protection to protect Customer's data information and devices.

Due to the public nature of the Internet, all email and other content sharing sites are considered to be publicly accessible, and important information should be treated carefully. The Company is not liable for the protection or maintenance of privacy of email or other information transferred through the Internet. Customer is solely responsible for protection of the Customer's identity from identity theft.

The Customer remains solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed, or transmitted using the Services. The Company has no responsibility or liability for any material created on the Company's network or accessible using Services, including content provided on third-party websites linked to the Company's network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by the Company of the content(s) of such sites. The Company does not assume any responsibility, control, oversight, ownership, or other interest in email messages, websites, content, or other electronic data (in any form) whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of the Company.

Customer is responsible for taking prompt corrective action(s) to remedy a violation of the AUP and to help prevent similar future violations.

Any notification that the Company sends to its customers pursuant to this AUP will be sent via

---

email to the email address on file with the Company or may be in writing to the customer's address of record. It is the Customer's responsibility to notify the Company of any changes of contact information.

### **Violation of the Acceptable Use Policy**

Customer's failure to observe the guidelines set forth in this AUP may result in the Company taking actions ranging from a warning to termination of the Customer's Service(s). When feasible and, in the Company's sole discretion, the Company may provide the Customer with notice of an AUP violation allowing the Customer to promptly correct such violation.

The Company reserves the right, however, to act immediately and without notice to suspend or terminate Service(s) in response to a court order or government notice that certain conduct and/or activity must be stopped, or when the Company reasonably determines that the Customer's use of the Service(s) may:

1. expose the Company to sanctions, prosecution, civil action, or any other liability;
2. cause harm to or interfere with the integrity or normal operations of the Company's network or networks with which the Company is interconnected;
3. interfere with another customer's use of Service(s) or the Internet;
4. violate any applicable law, rule, regulation, or administrative order;
5. otherwise present an imminent risk of harm to the Company or other customers; or
6. result in threats or harassment of another customer.

The Company may refer potential violations to the proper law enforcement authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake.

The Company shall not be liable for any damages of any nature suffered by the Customer or any other user or third party resulting in whole or in part from the Company's exercise of its rights under this AUP.

### **No Waiver/Severability**

Any failure of the Company to enforce this AUP shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

**Service not available in all areas and Speeds may vary with different devices.**

---

## **Network Management and Limitations on Data Policy**

### **What are Access Fiber's practices concerning net neutrality in its network management?**

No Blocking and No Unreasonable Discrimination: Access Fiber does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. Access Fiber does not unreasonably discriminate in transmitting lawful network traffic over its broadband internet access service.

Reasonable Network Management: Access Fiber's data network has redundant data backbone facilities and equipment that instantaneously re-routes traffic in the event of a cable cut or other outage. We monitor our network's performance around the clock. We measure capacity utilization at each routing and switching node within our network. When peak utilization consistently exceeds 75% of capacity at a node, we augment capacity to prevent customers from experiencing blockages. Although we do not dedicate capacity to individual customers utilizing our mass market internet access products, as that would be highly inefficient, we manage our data network capacity to avoid blockages. Because our network design and build strategy is aimed at avoiding blockages, it is unnecessary to have data traffic management policies for those rare instances when peak utilization exceeds capacity.

### **Does Access Fiber internet discriminate against particular types of online content?**

No. Access Fiber internet provides its customers with full access to all the lawful content, services, and applications that the internet has to offer.

### **Why does Access Fiber manage its network?**

Access Fiber manages its network in hopes of delivering the best possible internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Access Fiber works to promote the use and enjoyment of the internet by all of its customers. The company contracts with reputable, professional third-party providers to provide reasonable network management practices that are consistent with industry standards. Access Fiber contracts for tools and technologies that are minimally intrusive and staffed by technical professional network managers who remain current on the constantly changing challenges and threats in this ever-evolving area.

If Access Fiber did not manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By providing for responsible network management, including enforcement of this policy, Access Fiber can deliver the best possible Internet experience to all of its customers.

### **Does Access Fiber Internet block P2P traffic or applications like BitTorrent, Gnutella, or others?**

No. Access Fiber Internet does not block P2P traffic or applications like BitTorrent, Gnutella, or others as part of its current network congestion management technique.

---

### **How does Access Fiber manage its network?**

Access Fiber contracts with a third-party contractor with expertise in network management who uses various tools and techniques and advises and assists Access Fiber in managing its network, delivering the Service, and ensuring compliance with this policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Access Fiber may be required to implement in order to meet its goal of delivering the best possible Internet experience to all of its customers.

### **Are there restrictions on data consumption that apply to the Service?**

You must ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Access Fiber in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Access Fiber's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that is a violation of this policy. In these cases, Access Fiber may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. Access Fiber may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Access Fiber's determination of the data consumption for Service accounts is final.

---