

Account Terms and Acceptable Use

Terms of Service and Acceptable Use Policy

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Ellis County Texas Internet Service Provider Inc. ~ 247365 Wireless, hereinafter referred to as ECTISP Inc. 247365 Wireless. agrees to furnish services to the Subscriber, subject to the following AUP (Acceptable Use Policy) and/or TOS (Terms of Service). This Agreement shall be construed in all respects in accordance with the laws of the state of Texas, county of Ellis applicable to contracts enforceable in that state. Venue will be Ellis County, Texas.

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Use of ECTISP Inc. 247365 Wireless services constitutes acceptance and agreement to ECTISP Inc. 247365 Wireless's AUP (Acceptable Use Policy) and TOS (Terms of Service). Subscriber understands that change to the AUP/TOS by ECTISP Inc. 247365 Wireless shall not be grounds for early contract termination or non-payment.

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IMPORTANT NOTICE: All Payments To ECTISP Inc. 247365 Wireless Are Non-Refundable

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ECTISP Inc. 247365 Wireless reserves the right to change the rates and otherwise modify these Terms and Conditions at anytime without notice. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

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Service is automatically renewed until cancelled. For your privacy and protection, all requests for cancellation must be made by the owner of the account in ECTISP Inc. 247365 Wireless's Database. Cancellation requests must be received in writing, before the next billing period. Cancellation will be effective at the end of the then current billing period. If your computer stops working or if it is in for repairs you must inform ECTISP Inc. 247365 Wireless before your service will be discontinued. Cancellation by writing must be mailed to (ECTISP Inc. 247365 Wireless attn.: billing/cancellations, P.O. Box 2674, Waxahachie, Texas 75168). If you wish to cancel by phone, call 972.923.9090. You must have all account information to cancel.

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All Accounts are pre paid. Invoices are due and payable In Full upon receipt for the specified period of service. Accounts not paid In Full by the specified period will result in service interruption and a late fee of \$3.00. All new accounts will be pre paid and the following month will be pro rated from the time your account was first logged into the Access Servers. You will receive an invoice in your email account that you have specified as your main email account, if you do not receive an invoice please contact our office so that we can set your correct email account in the database. If you do not receive your invoice by the 20th day of the month please be sure to contact our office and let us know. Accounting's hours: Mon.-Fri. 9:00 a.m. 5:00 p.m. Closed on Holidays. ECTISP Inc. 247365 Wireless will provide you with information to remit your payment prior to any cut off dates or late fee assessments. If payment is returned unpaid or rejected by the bank, your service will be interrupted and you will be assessed a \$29.00 returned item charge. Credit cards that are declined for any reason are subject to a \$1.00 declination fee. ECTISP Inc. 247365 Wireless may temporarily deny service upon the failure of Subscriber to pay charges when due. Such termination or denial will not relieve Subscriber of responsibility for the payment of all accrued charges, plus reasonable interest and any collection fees. Service will be interrupted on accounts that reach 10 days past due. Service interrupted for nonpayment is subject to a \$10.00 reconnect charge. Accounts that are not collectable by ECTISP Inc. 247365 Wireless may be turned over to an outside collection agency for collection. If your account is turned over for collection, you agree to pay ECTISP Inc. 247365 Wireless a "Processing and Collection Fee" of not less than \$50 nor more than \$150. If you desire to cancel your account, you must follow the proper procedure to do so. If you dispute a charge to your credit card issuer that, in ECTISP Inc. 247365 Wireless's sole discretion is valid under the provisions of the TOS and /or AUP, you agree to pay ECTISP Inc. 247365 Wireless an "Administrative Fee" of not less than \$50 and not more than \$150. All payments to ECTISP Inc. 247365 Wireless are non-refundable. This includes the one time setup fee and subsequent charges regardless of usage. All overcharges or billing disputes must be reported within 60 days of the time the dispute occurred.

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A waiver by ECTISP Inc. 247365 Wireless of any breach of any provision of this Agreement by Subscriber shall not operate as or be construed as a continuing or subsequent waiver thereof or as a waiver of any breach of any other

provision thereof.

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Subscriber shall not transfer or assign this Agreement without the prior written consent of ECTISP Inc. 247365 Wireless. ECTISP Inc. 247365 Wireless may assign Agreement at anytime without consent from or notice to Subscriber.

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Individual accounts are for the individual account holder and his/her immediate family in the same household, and it is prohibited to allow any other person to know the password and/or use the account. Multiple logins of the same username/id at the same time are prohibited. Accounts are sold on a single log-in and cannot be accessed simultaneously by multiple users using the same account username.

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Dial-up accounts are not intended to be a continuous connection to ECTISP Inc. 247365 Wireless'S equipment. Unlimited access means you have no time limits set before there are additional service fees. Dial-up accounts are to be used only when you are in front of your computer. Connections maybe disconnected automatically during 15 minutes or more of inactivity. Automated means of avoiding inactivity or disconnections are prohibited. Such automated means include electronic or software auto-dialers, programs that maintain an active connection, pinging the mail server, repetitive e-mail checks and other means currently available or developed in the future.

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ECTISP Inc. 247365 Wireless makes no warranties of any kind, whether expressed or implied, for the service it is providing. ECTISP Inc. 247365 Wireless also disclaims any warranty of merchant ability or fitness for a particular purpose. Subscriber acknowledges that the service provided is of such a nature that service can be interrupted for many reasons other than the negligence of ECTISP Inc. 247365 Wireless and that damages resulting from any interruption of service are difficult to ascertain. Therefore, subscriber agrees that ECTISP Inc. 247365 Wireless shall not be liable for any damages arising from such causes beyond the direct and exclusive control of ECTISP Inc. 247365 Wireless. Subscriber further acknowledges that ECTISP Inc. 247365 Wireless's liability for its own negligence may not in any event exceed an amount equivalent to charges payable by subscriber for services during the period damages occurred. In no event shall ECTISP Inc. 247365 Wireless be liable for any special or consequential damages, loss or injury. This includes but is not limited to, loss of data resulting from delays, non deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the ECTISP Inc. 247365 Wireless service is at your own risk. ECTISP Inc. 247365 Wireless specifically denies any responsibility for the accuracy or quality of information obtained through its service.

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ECTISP Inc. 247365 Wireless is not responsible for Telephone Toll Charges acquired from long distance dialing. It is your responsibility to call your local phone company to determine if the number you will use to access the ECTISP Inc. 247365 Wireless's network is a local call.

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ECTISP Inc. 247365 Wireless specifically prohibits the use of our service for illegal activities. Therefore, Subscriber agrees that ECTISP Inc. 247365 Wireless may disclose any and all subscriber information including assigned IP numbers, account history, account use, etc. to any law enforcement agent who makes a written request without further consent or notification to the Subscriber. ECTISP Inc. 247365 Wireless may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless ECTISP Inc. 247365 Wireless from any claims resulting from your use of the service which damages you or another party.

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Any access to other networks through ECTISP Inc. 247365 Wireless must comply with the rules appropriate for that other network. Any attempt to access or modify unauthorized computer system information or to interfere with normal system operations, whether on the equipment of ECTISP Inc. 247365 Wireless or of any computer system or network that is accessed via the ECTISP Inc. 247365 Wireless service, will result in the immediate suspension of services and ECTISP Inc. 247365 Wireless will report the unauthorized use to the appropriate authority. These unauthorized activities include, but are not limited to guessing or using passwords other than your own, accessing information that doesn't have public access per missions, and accessing any computer system on which you or the public are not welcome.

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No unauthorized processes are allowed. Any program or activity that, in the opinion of management, could cause or is causing difficulty for other users, ECTISP Inc. 247365 Wireless, its employees, or the Internet community, may be interrupted, removed, and/or banned.

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ECTISP Inc. 247365 Wireless prohibits the use of your E-Mail account for unsolicited advertisement (SPAM). Advertisements may only be posted on appropriate business web-site accounts. SPAM is strictly prohibited. ECTISP Inc. 247365 Wireless has a ZERO TOLERANCE policy toward SPAM. First violations of this policy will result in an "Administrative Fee" of \$250 and your account will be reviewed for possible immediate termination. A second violation will result in an "Administrative Fee" of \$500 and immediate termination of your account. Users who violate this policy agree that in addition to these "Administrative" penalties, they agree to pay "Research Fees" not to exceed \$175 per hour that ECTISP Inc. 247365 Wireless personnel must spend to investigate the matter. PLEASE, DO NOT SPAM from your account.

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ECTISP Inc. 247365 Wireless has a Spam filtering system in place. By default this system is on for all user accounts (this can be changed by calling ECTISP Inc. 247365 Wireless). The level of filtering can be changed by the customer at anytime. The SPAM filter server cannot filter all SPAM. ECTISP Inc. 247365 Wireless blocks networks that allow SPAM to be sent by them or relayed through their network. ECTISP Inc. 247365 Wireless is not responsible for legitimate email discarded by our Spam filtering system.

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Your connection to the Internet is private and as a result we cannot control the nature of the material that you may encounter at some point. The World Wide Web, Usenet, and IRC chat areas are electronic virtual communities, which do not censor the content delivered and/or communicated through their forums. With the use of your account on the Internet, you will have access to and you will at some time or another be exposed to "Free Speech" that you may find offensive. "Free Speech" may include sexually explicit pictures and/or documents, pro-religious and anti-religious debate, racially offensive speech, and may other possibly graphic and/or offensive documents, pictures, etc. ECTISP Inc. 247365 Wireless expressly disclaims liability for any harm resulting from encountering such or similar material.

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ECTISP Inc. 247365 Wireless, provides technical support to our subscribers Mon.~Fri. 9:00 a.m. 7:00 p.m. Sat. 9:00 p.m. 3:00 p.m. Closed on Holidays . We limit our technical support to our area of expertise. The following are our guidelines when providing support: You must have a Windows 95 or newer operating system, Macintosh OS 8 and up or Linux. Your modem must be a working and compatible with your operating system. We will help you with the necessary settings for your modem, router and software you are using to get connected to the Internet. When calling for support you must have, the Operating System installation disks, CD or restore files; The make, model, and manufacturer of your modem or router. We will gladly help you through the settings needed to connect it to the Internet via telephone technical support. Customer understands that ECTISP Inc. 247365 Wireless is not responsible for maintaining customer's equipment configured to use the service. There will be a fee of \$65.00 per hour with a one hour minimum for onsite technician to reset your equipment for access to the service after initial setup.

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The Electronic Communications Privacy Act (ECPA) requires we notify all Subscribers if we do not offer the privacy of e-mail and files accorded paper mail. The Subscriber is hereby so notified. The Subscriber should assume that any e-mail or other communications may be seen by others. ECTISP Inc. 247365 Wireless must reserve the right, on rare circumstances, to monitor a Subscriber's mail or any file on the system, as a necessary incident to providing service and otherwise to protect the rights or property of ECTISP Inc. 247365 Wireless. ECTISP Inc. 247365 Wireless makes all reasonable efforts to protect the Subscriber's privacy and will not disclose any information obtained by reading private communications. If ECTISP Inc. 247365 Wireless observes evidence of illegal activity being conducted through its facilities and systems, ECTISP Inc. 247365 Wireless will take reasonable measures to stop it, notifying the appropriate law enforcement agency. ECTISP Inc. 247365 Wireless will not disclose any such information unless required, pursuant to a court order, subpoena, or similar legal request or otherwise on the advice of counsel.

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ECTISP Inc. 247365 Wireless does not share ANY information that our clients give us, except for legitimate requests by

law enforcement officials. ECTISP Inc. 247365 Wireless is financially supported by service fees paid by its Client Users. It does not rely on advertising or sponsorship revenue. As such, ECTISP Inc. 247365 Wireless does not collect information, of any sort, on its Client Users for resale to third parties. However, be advised that other web site locations on the Internet may capture information about you through various technical functions such as "cookies" or "spyware". ECTISP Inc. 247365 Wireless is not responsible for the actions of these other web sites. Additionally, ECTISP Inc. 247365 Wireless does not resell its Client User list, commonly referred to as a "subscriber list." From time to time, ECTISP Inc. 247365 Wireless may use this list, for its own purposes, in contacting its Client Users.

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ECTISP Inc. 247365 Wireless reserves the right to refuse service to anyone it deems or suspects a detriment to Internet relations, other customers, service to other customers, the company, and/or its employees. Management also reserves the right to refuse and or terminate service to individuals who are not willing to follow ECTISP Inc. 247365 Wireless's AUP (Acceptable Use Policy) and TOS (Terms of Service) policies and guidelines.

Email us if you have any questions or comments.