



BEC Fiber for Business Terms of Service

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Welcome to BEC Fiber and thank you for using BEC Fiber's products, equipment and services (the "Services"). The Services are provided by BEC Fiber, a division of Bandera Electric Cooperative, Inc. ("BEC"), located at 3172 State Highway 16 North, Bandera, Texas 78003. All notices required under the Terms should be sent to the following:

BEC Fiber
P.O. Box 667
Bandera, Texas 78003

by phone:
(866) 226-3372

by email:
BECFiber@BanderaElectric.com

The BEC Fiber Terms of Service (the "Terms") means the terms specified in this document and any accompanying policies incorporated into the Terms. By agreeing to the Terms, you represent that you are at least eighteen years old and capable of entering into a legally binding agreement on behalf of yourself and others in your business that may use the Services.

By signing up for or using the Services, you agree to the Terms.

1. The Services

(a) Internet Service. BEC Fiber provides a number of service plans 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 <http://www.becfiber.com/>.

(b) Equipment. BEC Fiber may provide or rent various pieces of equipment to you in connection with the Services, including but not limited to the Network Jack, Fiber Cables, and the Network Box. If you lose or damage this equipment after installation, BEC Fiber may charge you a fee to repair or replace the equipment. Equipment fees are subject to change and can be found at <http://www.becfiber.com/>.

From time to time, BEC Fiber may offer equipment that you may purchase in connecting with the Services under separate terms to be provided with such equipment.

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



(d) **Construction and Installation.** BEC 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 BEC Fiber network to the Network Jack attached to the exterior of your business. Installation means running the Fiber Cables from the Network Jack to the Network Box in the interior of your business. BEC Fiber will only begin construction and installation of equipment after you have been informed of the fees, including any applicable credits or rebates; and authorized the work to begin. BEC may allow repayment of construction or installation fees in installments.

(e) **Installation of Equipment.** You agree to provide BEC 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 BEC 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 BEC Fiber may use, and that you have the necessary permissions to approve BEC Fiber's use of, existing facilities, including existing wiring in and around your business, to complete the installation services.

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 BEC Fiber to perform installation services. If BEC Fiber incurs any costs or losses, including attorneys' fees, because you did not get the necessary authorization(s) for BEC Fiber to install the equipment required for the Services, you are responsible for reimbursing BEC Fiber for those costs or losses.

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

2. Term, Automatic Renewal, and Cancellation

(a) **Term.** The Services require a twelve (12) month initial term (the "Minimum Service Term"). Unless you notify BEC Fiber that you wish to cancel the Services, BEC Fiber will automatically renew 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 BEC Fiber. Your notice is effective thirty (30) days after BEC receives it. If the Services are cancelled prior to the end of the Minimum Service Term, you shall pay the lump sum amount for the months remaining on the Service Plan in place. You shall also pay all other fees and charges accrued or otherwise payable under the Terms.

(c) **Termination by BEC Fiber.** BEC Fiber may cancel your Services if you fail to pay 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 or otherwise payable under the Terms.

(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 pay the full amount of the Minimum Service Term. By giving BEC Fiber your credit or debit card account information at any time, you authorize BEC Fiber to apply this method of payment, in accordance with applicable law, to satisfy any and all amounts due upon cancellation.

3. Billing and Payment

In return for receiving the Services, you promise to pay BEC 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. BEC 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 BEC Fiber’s ability to collect all amounts owing to BEC Fiber. If you do not pay your statements on time, BEC 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. BEC Fiber will charge fees that arise in specific circumstances to those customers responsible for them. These fees include construction, installation, activation, additional equipment, late charges, change of service charges, deactivation, and returned payment. This list is not exclusive, and BEC Fiber reserves the right to modify these fees to charge additional fees.

(d) Billing Statements. BEC Fiber will send you a statement for each billing cycle. The statement will show: (1) payments, credits, purchases and any other charges to your accounts, (2) the amount you owe BEC Fiber and (3) the payment due date. BEC members will receive their BEC Fiber statement on electric statement for BEC electric services.

If you have questions, you must contact BEC 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 Service.

(e) Billing Disputes. If you have questions, you must contact BEC 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 BEC Fiber you may be subject to collections by BEC Fiber or your account may be referred to a third party collection agency. To the extent permitted by law, you will pay BEC Fiber any costs and fees BEC Fiber reasonably incurs to collect amounts you owe.

4. Static and Dynamic IP Addresses

When you subscribe to BEC Fiber for Business, you will receive a dynamic IP address and additional static IP addresses according to the Service Plan you choose. If you choose one of the static IP address options, we will register the IP address(es) with the legal business name and address you provide at the time you sign up for Service in the public whois database published at <http://whois.arin.net>.

5. Using BEC Fiber for Business Services

You agree not to misuse the Services, which includes using the Services for purposes that are illegal, are improper, infringe the rights of others, or adversely impact others' enjoyment of the Services. Examples of misuses and prohibited activities are set forth in our Acceptable Use Policy for Business Subscribers, which is incorporated into these Terms. You are responsible for all activity on the Services, whether such activity is undertaken by you or someone else.

As described in the Acceptable Use Policy, you may not resell the Services directly or indirectly. You agree, for example, not to provide the Services in hotel rooms, dormitory rooms in residence halls, private hospital rooms, or shared or rented office spaces that are paid for by customers. You may, however, provide the Services in common areas on your premises, such as lobbies or waiting areas.

If you are using the Services in a premises or other location that you do not own or control (such as a multiple unit building, strip mall, office park, etc.), you may have agreements related to the Services with property owners, managers, or other third parties outside these Terms; BEC Fiber is not a party to such agreements and therefore is not responsible for nor bound by such agreements.

You may not use our branding or logos to market or advertise your business.

6. Resale and Redistribution

The Services are intended to be used by you, your employees, your customers and other users in the ordinary course of business. You agree not to resell or repackage the Services or otherwise make them available to anyone outside of your premises.



7. Security

BEC Fiber makes an effort to keep its network secure, but no network security is perfect. 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. BEC Fiber is not responsible for any damages to users of the Services that may be caused by unauthorized third parties.

7. Privacy

BEC Fiber takes your privacy seriously. You understand and agree that information provided to and collected by BEC Fiber in connection with the Services is subject to the BEC Fiber Privacy Policy, which is incorporated into the Terms.

8. Network Management

BEC 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.

9. Commitment to Online Safety

BEC Fiber is committed to online safety for minors, and BEC 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.

10. Copyright ("DMCA") Policy

(a) BEC Fiber Copyright Policy. BEC 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, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, BEC Fiber will respond expeditiously to claims of copyright infringement committed using the BEC Fiber Services if such claims are reported to BEC Fiber's Designated Copyright Agent identified in the sample notice below.

(b) 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 BEC Fiber's Designated Copyright Agent. Upon receipt of Notice as described below, BEC Fiber will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site.



(c) 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 BEC Fiber’s Designated Copyright Agent:

Copyright Agent
BEC Fiber
PO Box 667
Bandera, Texas
78003-0667

(d) Right to terminate account. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers.

11. Changes in the Terms

BEC Fiber reserves the right to change the Terms on which it offers Services. You should look at the Terms regularly. BEC Fiber will maintain the Terms and accompanying policies that are incorporated into the Terms at: <http://www.becfiber.com/>. BEC 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 a BEC Fiber Service, you must notify BEC Fiber. BEC Fiber may cancel your subscription if you do not accept the modifications.

12. Limits on BEC Fiber’s Responsibility

(a) Service Interruptions. Services may be interrupted from time to time for a variety of reasons. BEC 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 BEC Fiber’s reasonable control, upon your request, BEC 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 BEC Fiber’s sole duty in such cases.

(b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, BEC 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 EQUIPMNET AND ARE RESPONSIBLE FOR THE ENTIRE COST OF ANY NECESSARY REPAIR.

(c) **Limitations of Liability.** BEC 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 BEC 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, so the above limitation may not apply to you.

(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 BEC Fiber might provide separately, including, without limitation, any fee based or other programs.

(e) **Business uses of our Services.** If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify BEC Fiber and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these Terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

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 BEC Fiber. Your notices to BEC Fiber will be deemed given when received at the address or telephone number on the first page of this Agreement.

(b) **Applicable Law and Venue.** The interpretation and enforcement of this Agreement and any disputes related to your agreements or service with BEC 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. You agree that any lawsuits brought against BEC Fiber must be filed in Bandera County, Texas.

(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.