

WES-TEX INTERNET SERVICE ACCEPTABLE USE POLICY

Use of Service:

Wes-Tex Telephone Cooperative and Wes-Tex Telecommunications, (Wes-Tex) reserve the right to comply with all law enforcement agencies concerning illegal activities through the use of our services, including, but not limited to search warrants, subpoenas and court orders. You may use Wes-Tex's Internet Service ("Service") for lawful purposes only.

Resale of service prohibited:

Resale of Wes-Tex's Service to any other individual or organization is prohibited. The Service that a customer receives from Wes-Tex is strictly for private/commercial use. The customer is not permitted to resell or share the Service with others unless express written consent from Wes-Tex is provided. Evidence of shared use or resale of service will result in immediate termination of your account and assessment of disconnection charges.

Prohibited Uses of Service:

You may not submit or transmit through Wes-Tex's Services any material, or otherwise engage in any conduct that:

- a. violates or infringes the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights;
- b. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts;
- c. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- d. impersonates any person, business or entity, including Wes-Tex and its employees and agents;
- e. contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
- f. encourages conduct that would constitute a criminal offense, or that gives rise to civil liability;
- g. violates the Wes-Tex Telephone Coop Fiber Broadband Terms & Conditions, or any other guideline or policy applicable to the Service as may be posted on westex.coop or elsewhere in tariffs or customer agreements;
- h. interferes with the use of Wes-Tex's Services by others;

- i. could damage, disable, overburden, or impair our servers or networks;
- j. allows you to gain, or attempt to gain, unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means;
- k. uses any of Wes-Tex's Services to transmit, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages);
or
- l. harvests information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications.

Wes-Tex is not responsible for any actions resulting from the customer's misuse of our service. This includes any attorney fees, liabilities or expenses.