

Version

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IPACKET NETWORKS

Terms & Conditions of Use

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Terms and Conditions of Use

Updated: January 1, 2015 (Prior Versions)

Acceptance and Effect of This Agreement

IPacket's Terms and Conditions of Service ("T&C Agreement") is a contract between you and IPacket. The terms set forth herein must be read carefully. **If you do not agree to be bound by the T&C Agreement, or any other IPacket agreement or policy, do not use IPacket's services and contact us immediately to terminate our services and close your account.**

The purpose of the T&C Agreement is to set forth the terms and conditions under which you agree to use and IPacket agrees to provide its website, products, services, and equipment. IPacket allows limited access to its website free of charge. IPacket provides certain products, services, additional website features, and equipment for to its customers pursuant to the terms set forth in the Communications Services Agreement entered into by the relevant customer and IPacket. Please be advised that the provision of IPacket's products, services, additional website features, and equipment is subject to credit approval. The T&C Agreement incorporates the other [Agreements and Policies](#) that are set forth on IPacket's website and further specified herein, which should be read in conjunction herewith. IPacket provides its services for your personal and private use on your computer and television. Use or attempted use of IPacket's services, including for commercial or other purposes, is strictly prohibited.

By choosing to use IPacket's services, you agree to be bound the T&C Agreement, as well as any other [Agreement or Policy](#) governing the use of IPacket's products and services. You are also agreeing, representing and warranting that any and all information provided by you or your representative is true and correct and that you are age eighteen or older. You are further agreeing that you are solely responsible and liable for any all rights, duties, and/or obligations.

Billing and Payment

Billing

Your monthly fees will be billed in advance. The amount billed will include your monthly or optionally quarterly service fees, and any taxes assessed by federal, state, and/or local government and additional fees, charges, or costs that may be incurred. If you incur additional charges for a time period already billed for services including, but not limited to, additional web space, premium channels or services, business class services, or purchasing movies, among others, the additional charges, costs, fees and taxes shall be your sole responsibility and added to the next bill.

Payment

Your acceptance of the T&C Agreement acknowledges your agreement to be responsible for any and all charges, damages, fees, costs and taxes that you or anyone using your IPacket account may incur. In addition, you agree that it is your duty and obligation to pay all installation, equipment, service, and/or other charges on or before the date on which such payment is due.

Failing to timely make a payment may result in the imposition of late fees, collection trip fees, removal of IPacket's equipment, and/or termination of IPacket's services. In the event your services are disconnected, in addition to all past due charges, fees, costs, expenses, and taxes, IPacket may require that you pay a reconnect fee and/or security deposit. Such fees and/or expenses will not exceed amounts permitted by law.

After the first month of service, early payment or prepayment is available. You agree that to the extent a prepayment is not sufficient to pay the full current balance, you will supplement such early payment on or before the due date.

Refunds

In the event that you are entitled to a refund, IPacket may credit your account to decrease the amount of the upcoming bill or remit the overpayment to you at your request. Should the refund arise after termination of IPacket's services, upon your request, IPacket shall refund the credit balance to you by sending a check to your address of record.

Network Management

In order to ensure that IPacket's services are used and provided in such a way that it inures to the benefit of the greatest number of its customers, you agree that IPacket may perform network management. Network management includes, but is not limited to: (1) limiting the quantity of e-mails; (2) identifying, rejecting, and/or removing spam or other form of unsolicited bulk electronic mail; utilizing cyber-security mechanisms;

(4) monitoring your bandwidth usage; (5) prioritization and filtering. You acknowledge and accept that network management may at times affect performance of IPacket's services and agree that you will not hold IPacket liable for any such direct or indirect impact arising from its network management.

Limitations on Use

You agree to be bound by and use the services provided by IPacket in strict accordance with the IPacket Acceptable Use Policy ([AUP](#)), which may be modified from time to time. You agree that IPacket has no obligation to monitor or remove objectionable or offensive content, but may do so if it deems such content, in its sole discretion, offensive, lewd, obscene, excessively violent, harassing or otherwise objectionable. In addition, you agree that if such content is discovered, IPacket may monitor, review, disclose, and/or retain such content or other information about or related to you and/or your use of IPacket's service so that it has, in IPacket's sole discretion, satisfied the requirements of any applicable law, regulation, rule, legal process, or government request.

You also acknowledge that you are aware that you may have access to information that may be sexually explicit, obscene, or otherwise unsuitable for children. You agree that it is your sole responsibility, and not the responsibility of IPacket to supervise, prevent, limit and/or monitor access by you or any other users to content that may be objectionable or otherwise offensive. IPacket encourages you to obtain and use commercially available content filtering software to reduce the likelihood of such event. You agree and accept that it is your sole responsibility to utilize IPacket's services only in a manner consistent with local, federal, international, national, and state laws and regulations and each of IPacket's agreements or policies to which you agreed to be bound.

You further agree and acknowledge that IPacket does not warrant the reliability, availability, performance of any resource accessed through the Internet or other services connected or linked to the IPacket's websites and that access to such resources is beyond the control of IPacket and its affiliates. You agree that various links may be available to you while using IPacket's services that allow you to enter website owned and operated by entities other than IPacket or its affiliates and you hereby acknowledge and agree that IPacket does not control and is not responsible for such websites. You agree that the presence of such link on an IPacket website does not create a presumption or the existence of a relationship to IPacket, in anyway, to the owner of the link, including but not limited to an affiliate of IPacket.

You agree that the use of IPacket's services to send "spam" or other unsolicited bulk electronic mail is a direct and material breach of the Acceptable Use Policy and is grounds for the immediate termination of IPacket's services. In addition to, or in lieu of termination, IPacket may block, monitor, reject, or remove items it determines, in its sole discretion, to constitute spam or unsolicited bulk electronic mail. You further agree that if IPacket determines in its sole discretion that you are transmitting or

sending spam or another form of unsolicited bulk electronic mail it may immediately terminate your services. Further, you agree that if damages cannot be reasonably calculated under the circumstances, you agree to pay to IPacket liquidated damages in that amount of five dollars (USD \$5.00) for each e-mail sent that constitutes spam or other unsolicited bulk electronic mail. Should damages be able to be reasonably calculated, you agree to pay IPacket's actual damages.

Intellectual Property Rights

You acknowledge that you are solely responsible for any and all material that is uploaded, posted, e-mailed or otherwise transmitted or available through IPacket's services from your account. IPacket expressly disclaims ownership of material that you post or submit through IPacket's services, excluding, however, any material submitted or made available on publicly accessible areas of IPacket's services or website. For such submissions, you hereby grant to IPacket a world-wide, royalty free, non-exclusive license to utilize such material in connection with IPacket's business. Explicitly, under this non-exclusive license, IPacket may copy, publicly perform and display, transmit, distribute, and prepare derivative works. All such actions are permitted without compensation for the use of your material. All title and intellectual property rights, both in and to the information and content, accessible through using IPacket's websites are the property of the respective content owner and may be protected by copyright or other intellectual property laws and/or treaties. You agree that it is your sole responsibility to acquire the appropriate authorizations and permissions to utilize the intellectual property of another, in any way, through IPacket's services or that of its affiliates.

Any and all title and intellectual property rights in and to IPacket's websites, which includes, but is not limited to related software, images, photographs, animations, video, audio text, content, music, and any copies thereof, belongs solely to IPacket or IPacket's affiliates. This T&C Agreement does not grant you any rights to use such content, other than according to the terms of the T&C Agreement, and other IPacket agreements and policies. Materials on IPacket's websites are protected by copyright law.

IPacket is registered under the Digital Millennium Copyright Act of 1998. In the event you believe any of IPacket's websites are in violation of your copyright, you may file a claim with our designated Copyright Agent. The procedure for filing such claims are set forth in 17 U.S.C. §512(c)(3).

Equipment and Installation

Installation

In order for IPacket install, service, maintain, repair, remove, or upgrade equipment, you agree to give IPacket access to your premises for such purposes at a mutually

agreed upon date and time. You may also authorize another adult individual to grant IPacket access for such purposes.

You further agree that you have obtained all necessary authorizations for IPacket's services to be installed, serviced, maintained, repaired, removed, upgraded and provided at the service address, as well as for IPacket to enter and access the premises at a mutually agreed upon date and time. You hereby agree to fully indemnify IPacket from all claims of the individual or entity owning the premises or right to authorize IPacket's services, entry, access, and/or installation in the event that you do not have the required authorizations.

Obligations and Responsibilities Regarding Equipment, Computer, and Software

To fully utilize IPacket services, all computers and devices using IPacket's services must comply with industry standards. Failure to comply with such standards may result in your inability to fully utilize IPacket's services as specified in the Service Agreement. You hereby agree to assume complete responsibility for any and all improper use, damage, or loss of any equipment furnished to you by IPacket. You are solely responsible for any or all customer provided equipment (CPE) that is to utilize the IPacket Systems. You are solely responsible for obtaining, installing and maintaining suitable CPE equipment and software, including any necessary system or software upgrades, patches, or other fixes which are or may become necessary to access IPacket's websites and services. You agree that to the extent IPacket's equipment is damaged, unreturned, sold, transferred, encumbered or lost you will pay full retail cost. You agree that you will not sell, transfer, assign, lease, or encumber in any way all or part of the equipment to any third party. You agree that IPacket's equipment will only be used in manners that accord with the authorized uses and do not violate any laws, regulations, IPacket agreement or IPacket policy. Any such property provided must be returned upon request. You agree to replace any IPacket equipment that cannot be repaired, in IPacket's sole discretion, at its full retail value by submitting such payment to IPacket within thirty (30) days of such written demand.

You further acknowledge and agree that it is your sole responsibility to manage your data, back-up storage of such data, data restoration procedures, erasure of data, and maintenance of your data. You agree and acknowledge that IPacket is not responsible for lost data, lost use of data, or the loss of access to data. You also agree and accept that you are solely responsible for establishing adequate and appropriate development and security procedures, including but not limited to login security information, passwords, and/or data encryption. You further agree that IPacket may include information required for IPacket's services to fully function (including personalized information) in IPacket's and/or IPacket's affiliates', user directory.

Software License

In order for you to have the ability to access and use IPacket's services, we have granted you a limited, nontransferable, nonassignable, and nonexclusive license to IPacket's software. IPacket's software contains proprietary and confidential information, such as trade secrets and intellectual property, which may not be shared or accessed without a license or in a manner intended to infringe upon the rights inherent in such property. You agree to comply with all terms and conditions set forth in all IPacket Agreements and Policies and to obtain any additional software that may be required or permitted in using such software. You further agree to not engage in activities to infringe upon IPacket's intellectual property rights including, but not limited to, reverse engineering, remarketing, decomposing, etc. You further agree and acknowledge that the software and any and all accompanying information and documentation are subject to the applicable export control laws and regulations of the United States. This limited license, and all rights (but not obligations to avoid infringing upon IPacket's intellectual property rights) associated therewith and granted by this agreement are terminated upon the termination of the T&C Agreement.

Warranties and Limitation of Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED BY IPACKET OR ITS AFFILIATES ARE PROVIDED TO YOU ON AN "AS-IS" OR "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND AND WITH ALL FAULTS, EXCLUDING ANY WARRANTY SPECIFICALLY SET FORTH IN A MANUFACTURER WARRANTY FOR ANY EQUIPMENT IPACKET OR ITS AFFILIATES, PROVIDED THAT THE WARRANTY WAS PROVIDED WITH SUCH EQUIPMENT, IN EFFECT, AND APPLICABLE.

IPACKET AND ITS AFFILIATES DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR ITS PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WORKMANSHIP, WORKMANLIKE EFFORT, COURSE OF DEALING OR TRADE, LACK OF NEGLIGENCE, ACCURACY, NON-INTERFERENCE, TITLE, COMPATABILITY OF SOFTWARE OR COMPUTER SYSTEMS, OR ANY WARRANTY ARISING UNDER STATUTE.

STATEMENTS, INFORMATION OR ADVICE PROVIDED BY AN IPACKET REPRESENTATIVE TO YOU SHALL NOT CREATE A WARRANTY WITH RESPECT TO SUCH STATEMENT, INFORMATION OR ADVICE.

YOU HEREBY ASSUME THE RISK ARISING OUT OF THE USE, QUALITY, ACCURACY, EFFORT OR PERFORMANCE OF IPACKET'S SERVICES. FURTHER, IPACKET DOES NOT WARRANT THE SECURITY OF ANY OF ITS PRODUCTS, SERVICES OR WEBSITES. NOR DOES IPACKET

WARRANT THE SECURITY OF INFORMATION, HYPERLINKS, CONTENT, FEATURES, OR SOFTWARE ON ANY OF ITS WEBSITES. IPACKET DOES NOT WARRANT THAT THE WEBSITE, OR THE INFORMATION, HYPERLINKS, CONTENTS AND FEATURES WILL BE FREE OF ERROR, INTERRUPTION, OR AVAILABLE AT ALL TIMES.

IPACKET SHALL NOT BE LIABLE TO ANY PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING FROM THE BUSINESS INTERRUPTION OR THE LOSS OF INFORMATION, ACCESS, SOFTWARE, OR PROGRAMS, OR ANY OTHER LOSS OR DAMAGES ALLEGED TO ARISE IN ANY WAY FROM OR IN CONNECTION WITH THE USE, RELIANCE, PERFORMANCE OR AVAILABILITY OF IPACKET'S PRODUCTS, SERVICES OR WEBSITES.

IPACKET SHALL NOT BE LIABLE FOR YOUR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON ITS WEBSITES, OR THROUGH ITS PRODUCTS OR SERVICES, INCLUDING VIRUSES OR ANY OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES WHICH MAY HAVE BEEN OR WERE IN FACT OBTAINED VIA IPACKET'S WEBSITES.

IPACKET DOES NOT WARRANT, ASSUME LIABILITY, OR ASSUME RESPONSIBILITY AND SHALL HAVE NO LIABILITY FOR THE ACCURACY, USEFULNESS OR VALUE OF ANY CONTENT, DATA, DOCUMENTS, GRAPHICS, OR IMAGES.

IPACKET SHALL NOT BE LIABLE FOR THE INVASION OF PRIVACY, ATTEMPTED OR ACTUAL, THROUGH OR FROM THE USE OF ANY OF ITS PRODUCTS, SERVICES, OR WEBSITES, EVEN IF IPACKET WAS NOTIFIED OF THE POTENTIAL OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

IPACKET SHALL HAVE NO LIABILITY FOR ANY INVESTMENT DECISIONS MADE OR AGREEMENTS ENTERED IN RELIANCE ON THE INFORMATION SET FORTH HEREIN IN ANY IPACKET AGREEMENT, POLICY OR WEBSITE.

TO THE EXTENT AN APPLICABLE STATE OR JURISDICTION PROHIBITS THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, WITH REGARD TO SUCH STATE AND JURISDICTIONS IPACKET'S LIMITATION OF LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification

You agree to defend and indemnify and hold harmless IPacket and IPacket's affiliates, parents, subsidiaries, members, employees, officers, and directors from and against all liabilities, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees and costs, related to or arising from your direct or indirect use of IPacket's equipment, products and/or services. Indirect use includes, but is not limited to another person, with or without your permission, accessing or using your accounts, products and/or services.

Termination or Suspension of IPacket's Services

Either party may terminate this T&C Agreement without cause and at any time, so long as the terminating party provides a notice of no less than forty-eight hours. You may provide notice of termination by contacting IPacket's customer service department at 1-866-806-0719.

IPacket may terminate, suspend, limit, or modify its services at any time with any or no reason. Failure to comply with the laws, regulations, IPacket's AUP, Privacy Policy, CPNI Policy are grounds for immediate termination, suspension, limitation or modification of IPacket's services. Upon termination of IPacket's services, you agree that IPacket may delete any and all data, files, electronic mail, or other information related to such account, unless required to maintain such information by law. You further agree that any license granted unto you by IPacket or its affiliates shall be immediately terminated and you agree to delete all copies of any software provided to you under any such license.

Notwithstanding the foregoing, you hereby expressly agree that certain obligations survive the termination or suspension of the T&C Agreement, including, but not limited to: (1) in the event IPacket terminates the T&C Agreement due to its determination, in its sole discretion, you engaged in conduct that violates regulations, laws, IPacket policies or agreements, you are liable to IPacket for the full use of its services up to the later of (a) the termination of the T&C Agreement, (b) the return of IPacket's equipment or products, or (c) the end of your contract term; (2) permitting IPacket to enter your premises at a reasonable time to remove any equipment or other property or service of IPacket; (3) immediately returning all of IPacket's equipment in its original condition to IPacket or compensating IPacket the retail value thereof.

Notices and Changes to Agreement

Without prejudice to any other rights IPacket may hold, IPacket reserves the right, in its sole discretion, to provide notices and to alter, amend, modify, delete, and add to this T&C Agreement, and any other agreement or policy, by posting the notices or revisions online. You agree to periodically review IPacket's websites, policies and agreements for updates. In addition, IPacket may, in its sole discretion, choose to eliminate certain service plans, pricing plans, and/or areas in which its services are

offered by posting such notice online. You also agree that IPacket or may cease, terminate, or modify its websites without prior notice and for any and no reason. Your continuation of use of IPacket's products and/or services after the posted change evidences your acceptance of the new and/or modified terms, plans, and/or policies set forth in the T&C Agreement, or other IPacket agreement or policy.

Privacy

You agree that IPacket is authorized to make inquiries into and to receive information about your credit score and credit history from others in determining whether and how to provide services to you under this T&C Agreement. You further agree that you will periodically review and have reviewed IPacket's Privacy Policy. You agree that IPacket may use and disclose your information in accordance with the privacy policy, barring any subsequent notification by you under the procedures set forth in the privacy policy.

Miscellaneous Terms

If any provision herein is deemed illegal, invalid or unenforceable, or inconsistent with the laws, regulations, ordinances of the applicable government or state, remaining provisions shall not be affected thereby, and shall remain valid and enforceable. Breach of the T&C Agreement, or any other IPacket agreement or policy gives IPacket the right to terminate any and all agreements and to retrieve its equipment. The terms and conditions of the T&C Agreement are always subject to the laws of the State of Texas, which shall prevail if inconsistent with any terms or conditions herein, and this Agreement shall be construed as if the provisions of such laws or ordinances were written herein. Such designation of jurisdiction and venue shall be applied without regard to conflict of laws principles. Texas substantive and procedural law shall govern, construe and enforce all rights and duties of the parties arising from or relating in any way to the subject matter of this T&C Agreement. This agreement, including the documents, agreements and policies incorporated by reference and as amended, constitute the entire agreement between the parties. IPacket may freely assign this T&C Agreement, and its other agreements and policies. You, however, may not transfer or assign any rights, duties, or obligations under this or any agreement between you and IPacket. Any attempted resale, sublicensing, assignment or transfer of the products or services to another tenant or occupant or to another location without IPacket's express written consent is considered strictly prohibited and is a breach of this agreement. IPacket's failure to require strict performance of any term of the T&C Agreement, or any other IPacket agreement or policy, shall not constitute a waiver of IPacket's right to do so.