

## Infinium Broadband

### Residential Service Agreement

Welcome to Infinium and thank you for using Infinium's products, equipment and services (the "Services"). The Services are provided by Infinium, a division of Victoria Electric Cooperative, Inc. ("VEC"), located at 5502 US Highway 59, Victoria, Texas 77905. All notices required under the Terms should be sent to the following: [Infiniumsupport@victoriaelectric.coop](mailto:Infiniumsupport@victoriaelectric.coop) (361) 582-5550

The Infinium 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 residence that may use the Services.

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

#### 1. The Services

(a) Internet Service. Infinium 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.Infinium.coop> or at <http://www.victoriaelectric.coop>.

(b) Equipment. Infinium guarantees to support the Services to Customer's premises through the duration of the Residential Service Agreement. In order to carry out this support, Infinium shall install, maintain, service, operate and upgrade on the premises cable and fiber optic line, internal wiring, amplifiers, routers, converters and other equipment necessary for the provision of the Services ("Equipment"). Except for all internal wiring which resides within the Customer premise as of the date of installation ("Internal Unit Wiring"), the Equipment will be owned by and remain the property of Infinium, whether or not attached to or incorporated in the Premises, and Customer will not have or obtain any right, title or interest therein. It is Customer's responsibility to return any and all external equipment to Infinium (i.e. converters, routers, set top boxes, etc.). Customer will be responsible for the cost of any and all unreturned equipment. The Equipment fees are subject to change and can be found at <http://www.Infinium.coop> or <http://www.victoriaelectric.coop>. From time to time, Infinium may offer equipment that you may purchase in connection with the Services under separate terms to be provided with such equipment.

(c) Software. Customer authorizes Infinium to install software upgrades on any Equipment provided by Infinium. Customer also agrees not to use the Infinium Equipment for any purpose other than using the Services. Any and all software provided by Infinium is the property of Infinium and/or its suppliers and licensors. Infinium hereby grants customer a nonexclusive, nontransferable license to install and use on Subscriber's computers, devices, and/or system(s) the software for use solely in connection with the Internet Service. Customer's license to use any software provided by Infinium and its suppliers and licensors is contingent upon customers compliance with all use and other restrictions contained in the Service Agreement. It is a material breach for Customer to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to customer by Infinium. Upon any termination or expiration of the Service Agreement or the disconnection of customers Internet Service, this license will terminate and customer agrees to then destroy all copies of the software that were delivered to customer (including by erasing and deleting the software from customer's computer system).

(d) Construction and Installation. Infinium 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 Infinium network to the Network Jack attached to the exterior of your residence. Installation means running the Fiber Cables from the Network Jack to the Network Box in the interior of your residence. Basic Installation includes attaching the receiver, transitioning the cables from the exterior wall (Network Jack) through the interior wall to the Network Box placed close to the transition point. Advanced and custom installations will require payment of additional fees. Infinium 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. Infinium may allow repayment of construction or installation fees in installments.

(e) Installation of Equipment. You agree to provide Infinium with all necessary access to the premises at the address you signed up for the Services so that the equipment necessary to receive the Services may be installed and configured. You agree that Infinium 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 Infinium may use, and that you have the necessary permissions to approve Infinium's use of, existing facilities, including existing wiring in and around your residence, 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 Infinium to perform installation services. If Infinium incurs any costs or losses, including attorneys' fees, because you did not get the necessary authorization(s) for Infinium to install the equipment required for the Services, you are responsible for reimbursing Infinium for those costs or losses.

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

(g) Service Requests. You may call (361) 582-5550 to report any service problems. If the problem cannot be solved over the telephone, a service order will typically be scheduled within forty-eight hours of the initial call. Service calls for service impairment are at no additional charge unless the resolution is related to equipment or set-up not provided by Infinium which will be billed at \$75.00 first hour and additional hours at \$50.00 per/hour. Customer negligence, custom hook-ups or customer convenience related to routine operation of Service. Infinium assumes no responsibility for the quality or condition of the receiver (TV set) used or any other Customer Equipment.

## **2. Term, Automatic Renewal, and Cancellation**

(a) Term. The Services require a twelve (12) month initial term (the "Minimum Service Term"). Unless you notify Infinium that you wish to cancel the Services, Infinium 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 Infinium in writing or via email. Your notice is effective thirty (30) days after Infinium 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 Infinium. Infinium 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 Infinium your credit or debit card account information at any time, you authorize Infinium 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 Infinium 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. Infinium 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 Infinium's ability to collect all amounts owing to Infinium. If you do not pay by the invoice date, Infinium 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) Disconnection/Reconnection. If payment is not received within twenty (20) days after the invoice date, Infinium will reduce your services for ten (10) days to two (2) megabits per second. If payment is not received following the reduced services period, Infinium reserves the right to disconnect service. Disconnected accounts have a reconnection fee of \$20.00 plus payment of past due balances. Infinium may require a deposit before activating your Service. The amount of the deposit will not exceed one-year monthly fees.

(c) 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.

(d) Construction, Installation and Other Administrative Fees. Infinium 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 Infinium reserves the right to modify these fees to charge additional fees. These fees, and any other applicable fees, may be reviewed at <http://www.Infinium.coop> or at <http://www.victoriaelectric.coop>.

(e) Billing Statements. Infinium will send you a statement for each billing cycle. If deposits are required it will need to be paid up front. Customer will be required to pay first month up front for first month service. Installation services will need to be paid upfront. FTH packages can have prorated amounts from the date of sign up for Aid to Construction cost to your cycle billing in addition to your package amount for duration of 12 months. Every month there after you will be billed your Infinium package amount. The statement will show: (1) payments, credits, purchases and any other charges to your accounts, (2) the amount you owe Infinium and (3) the payment invoice date.

(f) Billing Disputes. If you have questions, you must contact Infinium within 30 days of receiving the statement in question. Undisputed portions of the statement must be paid by the invoice date to avoid possible reduction or deactivation of the Services.

(g) Collection Costs. If you fail to pay any amounts you owe Infinium you may be subject to collections by Infinium or your account may be referred to a third-party collection agency. To the extent permitted by law, you will pay Infinium any costs and fees Infinium reasonably incurs to collect amounts you owe.

#### **4. Acceptable Use Policy**

Use of Infinium's Broadband Internet Services is subject to the following Acceptable Use Policy. Customer agrees not to use or attempt to use, or allow third parties to use or attempt to use, the Services provided to Customer for any of the following purposes, whether by transmission or storage: (a) To use any Infinium equipment for anything other than its intended purpose; (b) To violate or encourage the violation of the legal rights of others; (c) For any unlawful, invasive, infringing, defamatory, or fraudulent purpose; (d) To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (e) To operate servers for commercial purposes other than personal, non-commercial use of servers that complies with this policy including using virtual private networks (VPN) to access services in Customer's home and using hardware or applications that include server capabilities for uses like multi-player gaming, video-conferencing, or home security systems; (f) To generate or facilitate sending unsolicited bulk commercial email or spam email; (g) To resell or repackage, with or without charge, the Services for use by individuals other than those with whom Customer shares his or her residence. The Infinium service is sold for end users only and Customer agrees not to use the Service for operation as an Internet Service Provider or for a Web Hosting enterprise or to provide services to a third party in any manner or through any direct or indirect arrangement. If Customer wishes to use the Services to provide internet service to others, Customer must enter a separate agreement with Infinium that specifically authorizes Customer to do so; (h) To interfere with the use of the Services or the equipment used to provide the Services; and (i) To alter, disable, interfere with, or circumvent any aspect of the Services, including but not limited to security features of the Services. Examples of system or network security violations include, without limitation, the following: (1) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (2) Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; (3) Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; or (4) Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. Customer is responsible for all activity on the Services provided to Customer by Infinium, whether such activity is undertaken by Customer or someone else. If Customer uses Services in a residence or other location not owned or controlled by Customer, third-party agreements may exist which impact the Services. Infinium is not a party to such agreements and therefore is not responsible for nor bound by such agreements. If Infinium determines that the address at which Customer receives Services is not associated with the type of premises contracted for within Customer's Service Agreement, Infinium may require Customer to transition to another type of account in order to continue providing Services. This transition may include an increase in fees for the Services. Failure to comply with this provision may result in suspension and/or termination of the Services. Infinium reserves the right to modify this Acceptable Use Policy at any time, effective upon posting of the modified Policy to this URL: <http://www.Infinium.coop>.

Infinium Broadband Service may not be available in all areas.

#### **5. Resale and Redistribution**

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

## **6. Security**

Infinium makes an effort to keep its network secure, but no network security is perfect. Customer is 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. Infinium is not responsible for any damages to users of the Services that may be caused by unauthorized third parties. You agree to take reasonable measures to protect the security of your computer, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computer from malicious code, programs or other internal components. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. You shall take all necessary steps to avoid actions that result in the abuse of a resource on the network. Examples of abuse of resources include without limitation: open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. In the instance when the Customer is using a wireless router, Infinium requires that any wireless network be secure and encrypted. Open, unencrypted wireless networks are strictly prohibited. Should an issue arise, Customer is required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this Acceptable Use Policy.

## **7. Privacy**

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

## **8. Network Management**

Infinium 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**

Infinium is committed to online safety for minors, and Infinium 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 ("DMCA") Policy**

(a) Infinium Copyright Policy. Infinium 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>, Infinium will respond expeditiously to claims of copyright infringement committed using the Infinium Services if such claims are reported to Infinium'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 Infinium's Designated Copyright Agent. Upon receipt of Notice as described below, Infinium 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 Infinium's Designated Copyright Agent:

Copyright Agent  
Infinium  
PO Box 2178  
Victoria, Texas  
5502 US Highway 59  
Victoria, Texas 77902  
E-mail: [Infiniumsupport@victoriaelectric.coop](mailto:Infiniumsupport@victoriaelectric.coop)  
Phone: (361) 582-5550

## **11. Changes in the Terms**

Infinium reserves the right to change the Terms on which it offers Services. You should review the Terms regularly. Infinium will maintain the Terms and accompanying policies that are incorporated into the Terms at: <http://infinium.coop> or <http://www.victoriaelectric.coop>. Infinium 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 Infinium Service, you must notify Infinium. Infinium may cancel your subscription if you do not accept the modifications.



## 12. Limits on Infinium's Responsibility

(a) Service Interruptions. Infinium provides all Service(s) on an "AS IS" and "AS AVAILABLE" basis. Services may be interrupted from time to time for a variety of reasons. Infinium 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 Infinium's reasonable control, upon your request, Infinium 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 Infinium's sole duty in such cases.

(b) WARRANTY DISCLAIMER. EXCEPT AS PROVIDED HEREIN, INFINIUM 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. INFINIUM 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 INFINIUM OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY A THIRD PARTY.

(d) Indemnification. Customer will indemnify, save, hold harmless and defend Infinium and all employees, officers, directors and agents of Infinium (collectively, "Indemnified Parties") from and against all claims, damages, losses, liabilities, suits, actions, demands, proceedings, attorney's fees and expenses threatened, asserted or filed by a third party against any of the Indemnified Parties arising out of relating to the use of Services by Customer, including any violation of the Infinium Acceptable Use Policy.

(e) Warranty Services . You agree that this Agreement does not provide for, and the Services do not include, any warranty services or other services that Infinium 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 Infinium. Your notices to Infinium 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 Infinium 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 Infinium must be filed in Victoria 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.

Customers Signature:

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