

Epic Touch Company Internet Access Service Terms of Service Agreement

Introduction

Epic Touch Company strives to maintain an Internet Access Service ("Internet Service") that provides its customers with an enjoyable Internet experience, and an experience that is free from interference by persons who may use the Internet Service in an improper or unlawful manner. Our Terms of Service Agreement ("Agreement") has been developed to provide safeguards for both you the customer and for Epic Touch Company. Epic Touch Company provides its customers with exceptional Internet Service. At times this may mean that a customer's Internet service that shows abuses activity that violates this Agreement will have his\her Internet Access or Internet Services suspended, denied, or limited without prior notice. The Agreement uses the term 'customer' to mean the person/persons who subscribed to the Internet Service and any person/persons that use(s) the Internet Service through a subscriber's account. Use of the Internet service by a customer constitutes acceptance of the Agreement.

Warranties/Disclaimers

The Internet is an international computer network. The Internet is not owned, operated, or managed by, or in any way affiliated with Epic Touch Company or any of Epic Touch Company's affiliates. Customers who use Epic Touch Company Internet Service and the Internet do so solely at their own risk. Such use is subject to all applicable local, state, national and international laws, and regulations. Epic Touch Company is not financially liable to customers for any harm that may occur through their use of Internet Services or the lack of service, regardless of whose fault it might be.

Security

Since the Internet is a shared medium for communication, there is no guarantee information sent or retrieved through the Internet will be secure or kept confidential. Customers are encouraged to safeguard their username and passwords associated with services that uses their Internet service. They are also encouraged to have the latest Internet Security or firewall software devices they use on or with the Internet service.

Service Package Expectation

Email Account: Some users have legacy email account. This email storage is not backed up by Epic Touch Company. In the event of hardware or other failure on the email system, the

customer's emails and associated files may be inaccessible and non-recoverable. With this in mind, customers should download their email to their local computer in case of such failure.

When a customer's email account reaches its storage limit, the system will send a notification to the customer of the limit reached. The customer must act in lessen the storage used on the system as their rights to use the system will be stopped or limited when the limit is reached.

If customers cancel their service or their account becomes delinquent, their email account will be deactivated and the emails on Epic Touch Company's email server will be deleted.

Epic Touch Company reserves the right to reject or filter email to its mail servers based on source address and content without notification to the customer.

Bandwidth: Each customer of Epic Touch Company Internet Service subscribes to a bandwidth (speed) package.

During peak network load or usage, a customer may experience bandwidth less than ideal. During a peak usage or load period, Epic Touch Company reserves the right to implement traffic controls to manage the connections and bandwidth to provide better service across the network. The traffic controls are only implemented to resolve congestion. During peak usage or load periods, some customers may experience bandwidth less than ideal.

Non-transferability of Account

Customers can not share, loan or re-sell their Internet service to another person or persons. This includes allowing a wireless router to be unsecured and accessible by users outside of the paid service location.

Network Address Ownership

IP addresses assigned to a customer are the property of Epic Touch Company and leased to the customer as needed as part of the Internet service access. The IP address assigned to a customer may change during the term of service. The IP address will revert to Epic Touch Company when the customer service is disconnected.

Compliance with All Laws

As a customer of Epic Touch Internet service and/or related services, both Epic Touch or *3rd* party services, you are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using the services and related functionality of services that utilize your Epic Touch Internet connection. You hereby agree to release, hold harmless, and fully indemnify Epic Touch from and against any damages or liabilities of any kind related to your use.

Internet Content Limitation and Access

The term "content" means information, or material of any type capable of being posted or transmitted on or through the Internet Service, including material in print, graphic, pictorial, audio, and/or visual form.

Epic Touch Company's Internet customers or users agree not to post, transmit, or store on or through the Internet Service any content that

- a) infringes another person's or entity's copyright in all or part of the content.
- b) dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin.
- c) reveals trade secrets, or other confidential or proprietary information belonging to another person, or other entity.
- d) is deemed as unsolicited email, SPAM and/or content that contain worms, viruses, Trojan Horses or other code or programs that have a destructive or nuisance payload.
- e) is unlawful, threatening, harassing, abusive, harmful, libelous, or defamatory, hateful, indecent, obscene, or otherwise objectionable, or which may encourage conduct that would constitute a criminal offense, or give rise to civil liability.
- f) is considered to be illegal or fraudulent under local, state and federal laws.

Epic Touch Company's Internet Service customers or users may receive or be exposed to content, goods, or services which they consider to be improper, inaccurate, misleading, defamatory, obscene or otherwise offensive. Epic Touch Company shall not be held accountable for such content.

Unacceptable Activities

Epic Touch Company customers agree not to:

- a) attempt unauthorized access to any host, network or account. This is commonly referred to as hacking, cracking, port scanning, DNS attack or ping flooding.
- b) cause interference with other users' Internet Service due to, but not limited to, excessive bandwidth utilization, or hosting Internet servers without Epic Touch Company's permission.
- c) impersonate any person or entity.
- d) conduct denial of service attacks.

Cooperation with Authorities

Epic Touch Company will adhere to any subpoena or lawful intercepts that are properly filed by law enforcement agencies.

Monitoring and Privacy

Epic Touch Company monitors its Internet Service. This monitoring allows Epic Touch Company to proactively address network issues so that an acceptable level of service can be maintained for all customers. This monitoring may include identifying specific customer's Internet traffic that is adversely affecting Epic Touch Company Internet Service. The information from such monitoring may be shared or transmitted to Epic Touch Company employees or vendors to assist in identifying traffic that is adversely affecting Epic Touch Company's Internet Service.

Right to Suspend or Cancel Accounts

Epic Touch Company has the right to cancel, suspend or limit a customer's Internet Service for the following reasons:

- a) The customer account becomes delinquent.
- b) The customer fails to comply with the Terms of Service Agreement.
- c) The customer's Internet activity is adversely affecting the integrity of Epic Touch Company's Internet Service.
- d) The Internet Service equipment needs maintenance or replaced.

Epic Touch Company has the right to cancel or suspend a customer's email account for the following reasons:

- a) The customer's account becomes delinquent.
- b) The customer fails to comply with the Terms of Service Agreement.
- c) The customer's email account is inactive for 90 days.
- d) The customer's email account size is over the maximum limit.
- e) The customer's email activity is adversely affecting the integrity of Epic Touch Company's Internet Service.
- f) The Internet service or email equipment needs maintenance or replaced.

Right to Modify or Change TOS

Epic Touch Company reserves the right to update, modify or change the Agreement. A current Agreement will be posted at www.epictouch.com/legal .Customers will need to periodically review the Agreement to determine what changes have been made. The Agreement supersedes all previous representations, understandings, or agreements. Use of the service by a customer constitutes acceptance of the Agreement.

Other Services

Customers may have signed up for service other than Internet service. Epic Touch Company has other Terms of Service for these other services. These also can be found at www.epictouch.com/legal

Questions/Comments

If you have any questions or comments concerning the Agreement, please contact Epic Touch Company office closest to your area.

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