



WEBSITE TERMS OF USE

Effective Date: January 01, 2021

Welcome to the TBTC/TCI website located at <https://www.tularosa.net> (the "Site"). The Site provides information regarding services provided by Tularosa Basin Telephone Company/Tularosa Communications Inc. Before using this Site, please review the terms of use set forth below.

Binding Effect

This is a binding agreement. By using the Site or any services provided in connection with the Site, including but not limited to any electronic transmission (e.g., text messages) sent, received, posted, accessed, or stored via any TBTC/TCI network, including without limitation access for communicating with TBTC/TCI employees (the "Service"), the user or viewer of our Site ("you") are agreeing to comply with and be bound by the following Terms of Use Agreement ("Agreement"), including all documents, policies, and guidelines incorporated herein. This Agreement does not alter the terms and conditions of any tariff, or other written or online agreement you may have or will have with TBTC/TCI, which govern in the event of any inconsistency with the terms below. This Agreement may be amended at any time by us from time to time without specific notice to you. If at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

Privacy Policy

TBTC/TCI respects your privacy, believes strongly in protecting your privacy, and permits you to have some control of the treatment of your personal information held by us in the course of business. A complete statement of TBTC/TCI current privacy policy can be found by clicking here. TBTC/TCI privacy policy is expressly incorporated into this Agreement by this reference.

Limited License: Permitted Uses

You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site solely in accordance with this Agreement; (b) to use the Site solely for internal, personal, non-commercial purposes; and (c) to print out discrete information from the Site solely for internal, personal, non-commercial purposes and provided that you maintain all copyright and other policies contained therein. No print-out or electronic version of any part of the Site or its contents may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

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When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third-party rights caused by any Content you provide or transmit, or that is provided or transmitted using your telephone number or user identification number. The burden of proving that any Content does not violate any laws or third-party rights rests solely with you.

Inappropriate Content

You shall not make the following types of Content available. You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, gives rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. TBTC/TCI reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. TBTC/TCI intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

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TBTC/TCI has no control over, and no liability for, any third party websites or content. TBTC/TCI works with a number of partners and affiliates whose Internet sites may be linked with the Site. These links are provided for convenience only. Because neither TBTC/TCI nor the Site has control over the content and performance of these partner and affiliate sites, TBTC/TCI makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and TBTC/TCI assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in

connection with your use of the Site, you may have access to content (including, but not limited to, websites) that are owned by third parties. Reference herein to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by TBTC/TCI. Product and service information is the responsibility of each individual vendor. You acknowledge and agree that TBTC/TCI makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

Copyright Infringement

TBTC/TCI has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site or with the Service. TBTC/TCI has adopted a policy that provides for the immediate suspension and/or termination of any Service user who is found to have infringed on the rights of TBTC/TCI or of a third party, or otherwise violated any intellectual property laws or regulations. TBTC/TCI's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated (e.g. copied, posted, stored, or transmitted) and you want TBTC/TCI to delete or edit the material in question, you must provide TBTC/TCI with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed, and information reasonably sufficient to permit TBTC/TCI to locate the material; (d) information reasonably sufficient to permit TBTC/TCI to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to TBTC/TCI designated agent listed in the "Contacting Us" section below.

Alleged Violations

TBTC/TCI reserves the right to terminate your use of the Service and/or the Site. To ensure that TBTC/TCI provides a high-quality experience for you and for other users of the Site and the Service, you agree that TBTC/TCI or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third-party rights, or other unauthorized uses of the Site or the Service. TBTC/TCI does not intend to disclose the existence or occurrence of such an investigation unless required by law, but TBTC/TCI reserves the right to terminate your account or your access to the Site immediately, with or without notice to you, and without liability to you, if TBTC/TCI believes that you have

violated any Terms of Use, furnished TBTC/TCI with false or misleading information, or interfered with use of the Site or the Service by others.

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Limited Liability

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