

## **COPYRIGHT INFRINGEMENT - DIGITAL MILLENNIUM COPYRIGHT ACT**

In operating the Services, Big Bend may act as a “services provider” under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Big Bend may be transmitted, stored, accessed or otherwise made available using the Service. You agree to notify Big Bend if and to the extent any situation arises wherein you believe any material available through the Service infringes a copyright. Any claimant must notify Big Bend using the notice procedure for claimed infringement under the DMCA and provide the following:

If you believe that your work has been copied and has been posted, stored or transmitted to Big Bend’s website in a way that constitutes copyright infringement, please submit a notification pursuant to the DMCA by providing Big Bend’s designated agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a specific description of where the material that you claim is infringing is located on the website; (iv) your address, telephone number, and email address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Big Bend’s designated agent (the proper party for notice) to whom any copyright owner should address infringement notices under the DMCA:

Big Bend -DMCA  
Designated Agent  
808 North 5th Street  
Alpine, Texas 79830

dmca@bigbend.com

Big Bend will respond expeditiously to remove or disable access to material Big Bend determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

Big Bend also has no obligation to monitor its Services, but may do so and disclose information regarding use of the Services for any reason if Big Bend, in its sole discretion, believes that it is reasonable to do so, including, without limitation, to: (i) satisfy laws, regulations, or governmental or legal requests, (ii) operate the Services properly, or (iii) protect itself and its customers and users. Big Bend may immediately remove material or information from Big Bend’s servers, in whole or in part, which Big Bend, in its sole and absolute discretion, determines to infringe another’s property rights or to violate the AUP.

To the extent any of your Services from Big Bend include wireless access, wireless systems use radio channels to transmit voice and data communications over a network, and privacy cannot be guaranteed. We are not liable to Customer or any other party for any lack of privacy resulting from using any wireless services of Big Bend. Customer acknowledges that wireless service is inherently not secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Big Bend cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer’s situation and intended use of the Service. Big Bend strongly encourages Customer to obtain

security solutions, such as virtual private networks, encryption and personal firewalls, as more fully described at <https://www.bigbend.com>

Miscellaneous. You acknowledge and agree that this Agreement, together with all other terms and conditions incorporated herein, constitutes the entire agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Big Bend, which consent may be withheld in Big Bend's sole discretion. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Big Bend of any terms herein shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. This agreement is accepted and performed at Brewster County, Texas, and venue shall be proper only in that county. No amendments or modifications to this Agreement shall be effective or binding against Big Bend unless expressly agreed to in writing by an authorized representative of Big Bend. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.