

HTC Internet Customer Agreement

Login: _____

Name: _____

HTC Communications, Inc ("HTC") agrees to provide Customer with access to the Internet ("Internet") network. By execution of this agreement, the customer fully acknowledges that he/she has read the following terms and conditions and agrees to be bound by same.

- 1. Payment:** In return for customer's ability to regularly access the Internet, customer agrees to pay HTC the current monthly amount. Said amount shall be paid by customer to HTC on or before the 25th of each calendar month following customer's enrollment in any usage plan or plans developed by HTC and offered to the public by HTC. Customer's failure to pay the monthly usage amount set forth above within twenty (20) days after the 25th of each calendar month shall render said customer's delinquent. On or after 20th day following the 25th of each calendar month, if the customer's account is or remains delinquent, HTC is empowered to unilaterally cancel and terminate customer's access privileges to the Internet.
- 2. Fees:** HTC reserves the right to increase its access rates from time to time upon thirty (30) days' notice to the customer after the initial period of 30 days PROVIDED, HOWEVER, that HTC may be required to change rates or charges on less than thirty (30) days notice in order to satisfy FCC requirements. Services provided by HTC may be changed from time to time as technology changes and systems are upgraded. HTC reserves the right to make such changes without notice. Customer may advise HTC of his/her intention not to renew the monthly/yearly terms and conditions of this Agreement beyond the initial period. To terminate services provided by HTC, customer must provide thirty (30) days prior written notice of his/her intention to terminate said service. If service is terminated prior to the expiration of any of the monthly contracts, the full monthly rate will be charged for that time period. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your service in accordance with this agreement. The monthly subscription fee shall cease to apply for any months after the billing month in which you cancel or terminate your service in accordance with this agreement.
- 3. Tolls:** Customer shall, at his/her own expense, agree to be personally responsible for any or all toll/access charges, which may be incurred from customer's premise to access the Internet on any of our access numbers.
- 4. Customer Equipment:**
 - Customer agrees to be solely responsible for the operation and maintenance of his/her computer equipment, modem and/or software and HTC shall not be responsible for any damages of any sort which may occur to customer's equipment as set forth herein as a result of customer's use of HTC's access telephone number to the Internet. Customer shall be responsible for the use and compatibility of any software used by customer, which provides access by the customer to the Internet. HTC shall have no obligation to provide, maintain, service, or provide technical support for any customer equipment.
 - The installation, use, repair, or removal of equipment owned by HTC or equipment owned by the customer may result in damage to your computer(s) or other equipment owned by you the customer. As part of the installation process, HTC may add components internally to your personal computer. These components may or may not be owned by you, the customer. These components may modify or delete files present on your computer. HTC does not represent, or warrant that these components will not disrupt the normal operations of any of your equipment, including your computer. Because of this reason HTC recommends that you back up all files to another storage mechanism prior to any of the activities above. You understand and accept the risk of deciding not to back up your files. HTC shall not have any liability whatsoever for any damage to or loss or destruction of any hardware, software, files, or data.
- 5. Acceptable Use:**
 - Non-commercial subscribers may publish personal home pages only. Non-commercial subscribers are limited to 350 originating mail messages per week. Use of automated programs that keep the dial-up connection alive is prohibited. Non-commercial subscribers agree not to act as an Internet service provider or a server site for e-mail, ftp, or telnet with the Internet access that HTC has provided them. The customer shall not resell or retransmit Internet access. The reselling or retransmitting of Internet access will be considered theft of service, which is a violation of federal law.
 - Customer understands that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer and/or customer's authorized users shall access such materials on the Internet at customer's own risk. HTC has no control over and accepts no responsibility whatsoever for this material. HTC's service may only be used for lawful purposes and consistent with all rights of other parties. Without limiting the foregoing, HTC's service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity or for the purpose of transmitting or storing of material which is obscene, libelous or defamatory. HTC reserves the right to cooperate with investigators and/or terminate its service to a customer immediately upon any customer violation of this obligation. Customer agrees he/she shall have no recourse of any kind or nature whatsoever against HTC for such action.
 - HTC reserves the right but not the obligation to monitor transmissions as a necessary incident to providing service and otherwise to protect the rights or property of HTC. HTC will not disclose any such information unless required to operate its system or through legal process, including court order, subpoena or advice of counsel.
 - HTC is committed to reducing unsolicited bulk or commercial messages otherwise known as SPAM. Because of this and other reasons, the Internet access may not be used to send SPAM. Also the Internet access may not be used to collect responses to SPAM. All activities that facilitate the sending and receiving of SPAM may be blocked, including but not limited to certain ports and protocols.
 - You must ensure that your activity on HTC's Internet access service does not improperly restrict, inhibit, or degrade any other user's use of the Internet access. If this happens or, in the sole judgment of HTC, your activity represents an unusually large burden on the network, HTC will consider it a violation of this agreement and we may terminate, impose bandwidth limits, or reclassify and re-price your Internet access account accordingly.
- 6. Limitation of Liability:**
 - Customer agrees that if at any time the Internet network would fail or be temporarily suspended due to any reason whatsoever including but not limited to the failure of HTC's network, customer shall hold HTC harmless for same and HTC will not be liable to customer in any manner whatsoever for such failure.
 - HTC shall not be liable for any unauthorized use of customer's equipment, modem port, lan port, software, telephone lines or related hardware or software.
 - Under no circumstances shall HTC and/or its employees be liable to customer for any direct, indirect, incidental, special punitive or consequential damage that may result in any way from customer's use of or inability to use the service or to access the Internet or any part thereof, or customer's reliance on or use of information, services or merchandise provided on or through the Internet service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
 - Customer agrees to indemnify and hold HTC and/or its employees harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, arising out of, or resulting from, any and all use of HTC services and/or its network or telephone system, whether or not authorized.
- 7. Warranty:**
 - HTC makes no express or implied warranties, representations or endorsements whatsoever, including but not limited to any and all implied warranties of merchantability or fitness for a particular purpose with regard to any merchandise, information or service provided by HTC to the customer through the Internet. HTC shall not be liable for any cost or damage arising either directly or indirectly from customer's usage of HTC's Internet access telephone number or HTC's DSL service.
 - HTC's service provided to customer is on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by HTC or its employees shall create a warranty. Neither HTC nor its employees warrant that the service provided to customer will be uninterrupted or error-free or that any information, software, or other material accessible on the Internet is free of viruses, worms or other harmful components. HTC cannot guarantee the protection or privacy of any information of the user.
- If the customer is dissatisfied with the service provided by HTC or with any terms, conditions, rules, policies, guidelines, or practices of HTC in the operation of said service to the Internet, customer's sole and exclusive remedy is to terminate this Agreement and discontinue using the service.
- This Agreement constitutes the entire Agreement between HTC and customer with respect to the service provided by HTC in permitting customer to access the Internet through HTC's system. The terms of this Agreement may be incorporated into an agreement concerning additional services to a Customer.

Customer Signature

HTC Representative

Name (print)

Signature

Date

Billed Monthly in Advance