

## HTC INTERNET SERVICE AGREEMENT



### **Read This Internet Service Agreement Carefully Before Using Our Internet Services.**

#### 1. INTRODUCTION.

HTC, Inc. ("HTC") provides its Internet services, as they may exist from time to time ("Services"), to users who pay a monthly service fee to subscribe to the Services ("Subscribers") as well as to those who access some of our Services but do not have accounts ("Visitors"). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, our Acceptable Use Policy, other policies, and [email services TOS](#).

If you do not agree to the terms and conditions of this Agreement, our Acceptable Use Policy, other policies, and [email services TOS](#) including any future revisions, you may not use the Services and if you are a current Subscriber, you must terminate your use of the Services under Section 10.

HTC, Inc. ("HTC") owns the computers and other equipment that make up its Internet network (the "HTC Network"). HTC does not authorize the use of the HTC Network to transmit any material (by email, uploading, posting, or otherwise) into, out of, or through the HTC Network.

#### 2. SUBSCRIPTION REQUIREMENTS.

Subscribers must be at least 18 years old. Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. HTC is not responsible for any long-distance, toll or other telecommunications charges you incur. Toll-free (800 #), international, and simultaneous login access costs are extra. Current prices for HTC's Services are posted throughout our website at <http://www.htcinc.net>. These rates may also be obtained by calling 843-369-RACE (7223) HTC reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

##### High Speed Data Service (HSD)

(a) Speeds and Network Management. I understand that each level of the HSD is limited to the maximum speeds for sending and receiving data as set forth in the price list. I acknowledge that the actual speeds may vary due to a number of factors, including my equipment capabilities, content and applications, technical and system management tool properties, as well as Internet congestion. I agree that HTC may change the speed levels and associated pricing. If I continue to use the HSD after a change I am accepting the new speed. HTC may use various means to ensure that its service operates in the most efficient manner possible. I also agree that HTC has rights to monitor usage patterns to efficiently manage its network and the provision of services. HTC may take whatever measures determined appropriate if my usage of the HSD Service does not comply. Also, HTC will use appropriate tools and methods to efficiently manage its network to ensure a quality service.

#### 3. PAYMENT OBLIGATIONS OF A SUBSCRIBER.

(a) Subscribers must (i) provide HTC with accurate and complete billing information including legal name, address, telephone number, and credit card/billing information, and (ii) report to HTC all changes to this information within thirty (30) days of the change. Subscribers are responsible for any charges to their account.

(b) Subscribers having questions regarding charges to an account, should contact HTC's Customer Service Department at 843-369-RACE (7223). All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old.

(c) Charges are billed to Subscribers' credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. HTC is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by HTC.

(d) If paying by check, payments are due within 30 days after the month in which the charges are incurred.

(e) If you pay for Services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan.

(f) If you purchase Services through a reseller who in turns pays HTC, the reseller must pay all amounts owing for your account. If the reseller fails to pay HTC any amounts due whether or not you have paid the reseller your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due.

(g) Delinquent accounts may be suspended or canceled at HTC's sole discretion; however, charges will continue to accrue until the account is canceled. HTC may bill an additional charge to reinstate a suspended account.

#### 4. SUBSCRIBER'S ACCOUNT, PASSWORD, AND SECURITY.

Upon registration, Subscribers receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your HTC account and must comply with this Agreement, our Acceptable Use Policy, other policies, and [email services TOS](#). You must keep your password confidential so that no one else may access the Services through your account. You must notify HTC immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 10MB in size may, at HTC's discretion, be transferred to a compressed temporary file or storage. HTC may delete the temporary file from the server 60 days after notifying you. Email accounts that have not been logged into for four consecutive months will be considered dormant. Dormant accounts will no longer receive email. Customers may be able to retrieve emails from a dormant account for an extended period of time as determined by HTC. Customers may request by a phone call to technical support that dormant accounts be reactivated, and this may be permitted if the account has not been deleted. Any free Web site exceeding 10MB may be suspended until the Subscriber reduces the disk space usage to 10MB or less or purchases additional megabytes. Any free Web site exceeding 250MB of traffic will be billed for excess traffic. You may establish a commercial or high-volume account by calling 843-369-RACE (7223).

Subscribers agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using it. Subscribers agree not to provide any public information services over a dial-up connection.

HTC may change its POP numbers at any time. HTC reserves the right to direct Subscribers to use certain numbers to access the Service or to restrict use of specific access numbers. Usernames, passwords and email addresses are HTC's property and HTC may alter or replace them at any time. In addition, HTC holds any subscriber utilizing email through an HTC email account to these Terms and Conditions: [email services TOS](#).

## 5. MONITORING THE SERVICES.

HTC has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if HTC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Services properly; or protect itself and its Subscribers. Please see our Privacy Policy. HTC may immediately remove your material or information from HTC's servers, in whole or in part, which HTC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

## 6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY HTC, HTC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. HTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. HTC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH HTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY HTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. HTC AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, HTC'S CUMULATIVE LIABILITY TO ANY SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE YEAR PERIOD.

## 7. SOFTWARE LICENSE.

HTC grants to each Subscriber a limited, non-exclusive, non-transferable and non-assignable license to install and use the HTC access software (including software from third-party vendors that HTC distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. Each Subscriber agrees to use the Licensed Programs solely in conjunction with the Services and for no other purpose. HTC may modify the

Licensed Programs at any time, for any reason, and without providing notice of such modification to a Subscriber.

The Licensed Programs constitute confidential and proprietary information of HTC and HTC's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with HTC and HTC's licensors. Subscriber shall not translate, decompile, reverse engineer, distribute, remarket, or otherwise dispose of the Licensed Programs or any part thereof.

HTC Technical Support is provided to current customers on a 24 hour, 7 days a week basis. This Technical Support will include assistance to ensure proper delivery of high speed internet connectivity to the customer premise. Additional support for third party services, software, and applications will not be provided however, directions on how to receive support from these third party entities may be provided.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Contractor/manufacturer is HTC, Inc., 3480 Highway 701 North, Conway S.C. 29528.

## 8. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain [htcinc.net](http://htcinc.net), [htcnetracer.net](http://htcnetracer.net), and [scoast.net](http://scoast.net) or any other site operated by HTC (the "Web site") is a complimentary information service offered by HTC at no charge to users.

We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain [htcinc.net](http://htcinc.net), [htcnetracer.net](http://htcnetracer.net), or [scoast.net](http://scoast.net) is such a Web site. These links are provided for convenience only and are not intended as an endorsement by HTC of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site.

You may provide a hypertext link to our Web site on another Web site, provided that: (a) the link must be clearly marked "HTC", (b) the link must "point" to the URL "<http://www.htcinc.net>", "<http://www.htcnetracer.net>", "[www.htcnetracer.net](http://www.htcnetracer.net)", or "[www.htcinc.net](http://www.htcinc.net)" and not to any other pages within the Web site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by HTC, (e) the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and (f) HTC may, in its sole discretion, revoke consent to link to our web site at any time. All other hypertext links to the Web site must be approved in writing by HTC.

Some portions of the Web site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by HTC. HTC assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold HTC harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the

opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify HTC from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. HTC will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site. Your posting of material on the Web site or providing material to HTC to use on the Web site will be deemed to be a grant by you to HTC of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## 9. TERM OF AGREEMENT.

Continued use of the Services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Services and, if you are a Subscriber, to terminate your account.

## 10. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to HTC by: registered or certified mail, return receipt requested addressed to HTC Inc, Customer Service, PO Box 1820, Conway, SC 29528-1820 ; or telephone calls directed to Customer Service at 843-369-RACE (7223).

Email termination of your basic Internet access account will not be accepted. To terminate Web Hosting and/or Business Services, you must call (843) 365-7873. Your termination will only be complete upon your receipt of a cancellation confirmation number from HTC. Charges to your account will stop accruing the day HTC provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. Email cancellation requests will not be accepted. If your account included space on HTC's servers, anything stored on this space will be deleted upon termination.

Without prior notice, HTC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if HTC, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. HTC may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service. Sections 3, 4, 6, and 11 of this Agreement shall survive termination of this Agreement.

## 11. JURISDICTION.

This Agreement is governed by South Carolina law without regard to conflict of law provisions. The federal and state courts located in South Carolina alone have jurisdiction over all disputes arising out of or related to this Agreement and the Services. You consent to the personal jurisdiction of such

courts sitting in South Carolina with respect to such matters or otherwise between you and HTC, and waive your rights to removal or consent to removal.

## 12. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, the Privacy Policy, and HTC's other user policies, posted on HTC's Web site and [email services TOS](#) constitute the entire agreement between you and HTC with respect to your use of the Services. HTC may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on HTC's Web site (<http://www.htcnetracer.net>) and/or on Subscriber's start pages and/or by email and/or in our various publications and mailings to Subscribers.

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