ILEC Residential Fiber Service Agreement

Name _____ SS No. _____ DL No. _____

Spouse (if joint) _____ SS No. _____ DL No. _____

Mailing Address _____ City _____ State _____ Zip _____

Contact Number _____ E-mail _____

SERVICE LOCATION

County _____ 911 Address _____
Street City State Zip

Name of: Closest Neighbor(s): _____ Previous Resident: _____

Gates locked? ○ **Yes** ○ **No** If yes, may we install our lock? ○ **Yes** ○ **No** If no, gate combination _____

Is this a new home? ○ **Yes** ○ **No** Has there been service at this location? ○ **Yes** ○ **No** Is this a mobile home? ○ **Yes** ○ **No**

If yes, has this mobile home had service before at this location? ○ **Yes** ○ **No**

Special Instructions/Directions: _____

_____

INTERNET SERVICE PLANS (Monthly Charges)

- ○ 1000 Mbps download/1000 Mbps upload - $169.95 + Free Standard Installation ($99 Value)
- ○ 400 Mbps download/400 Mbps upload - $99.95 + Free Standard Installation ($99 Value)
- ○ 200 Mbps download/200 Mbps upload - $79.95 + Free Standard Installation ($99 Value)
- ○ 100 Mbps download/100 Mbps upload - $69.95 + Free Standard Installation ($99 Value)
- ○ 50 Mbps download/50 Mbps upload - $49.95 + Free Standard Installation ($99 Value)

Actual achieved customer speeds will vary due to non-network factors such as the capability of the website or content provider server, end user device(s), wireless router, or other premise conditions. Advertised speeds are not guaranteed and should be considered "up to". Typical 1 Gbps service will provide up to a maximum of approximately 940 Mbps after bandwidth allocation for network management. Speeds greater than 100 Mbps require customer-owned Gigabit capable equipment.

E-mail: _____@hctc.net (3-12 Characters) Password: _____ (8-15 Characters)
Email address must consist of only alphanumeric characters (A-Z, 0-9) with a minimum of one alphabet. Password must contain ONE capital letter, ONE number, and ONE special character.

STANDARD INSTALLATION assumes an aerial fiber connection to the premise. It includes miscellaneous hardware and up to one hour of labor for installation of fiber cabling inside the premise and activation of fiber terminating electronics ($99 Value).
NON-STANDARD INSTALLATION will be billed at materials cost plus labor for requirements beyond the scope of standard installation. An estimate of any such excess charges will be provided for customer authorization in advance of work performed.

INTERNET SERVICES DELIVERY EQUIPMENT (Required)

Lease: $9.95/mo. (see attached Lease Agreement)

ACCOUNT SECURITY

Choose one of the following questions:

- ○ What is your pet's name?
- ○ What street did you grow up on?
- ○ What was your high school mascot?
- ○ Who was your childhood friend?
- ○ What was the color of your first car?
- ○ Who was your first employer?

Answer: _____ 4 Digit PIN: _____

TERMS AND CONDITIONS

_____ (Initial) I understand that upon connection of service(s) I automatically become a member of HCTC which includes voting rights on any matter that may come before the membership. I also understand that in accordance with the Bylaws, Section 8.3, Membership Capital in Connection With Furnishing Other Services, and Section 8.4, Basis for Membership and Capital Credits, patronage is allocated to telecommunications services only.

_____ (Initial) I agree to the terms and conditions of HCTC's Network Management and Acceptable Use Policy and Communications Service Agreement (attached).

_____ (Initial) LIMITED LETTER OF AGENCY: Customer agrees to a Limited Letter of Agency (LLOA), which authorizes Hill Country Telephone Cooperative, Inc. (HCTC) to act as the "Customer" agent in all matters relating to the provisioning of Internet service. It is understood that the Customer will continue to deal directly with HCTC with regard to all regulated (non-Internet) communications services provided by HCTC. This LLOA shall remain in effect until written cancellation by Customer or HCTC.

_____ (Initial) **SAVE $10 ON YOUR FIRST BILL.** Enroll in Auto Pay & Paperless Billing.

REFERRAL BONUS (New Customer Only)

Were you referred by a friend or family member? If so, each of you can earn a $50 bill credit. *

Referred by: _____ Contact Number: _____

**$50 Bill Credit is applied to HCTC residential customers only. No cash value.*

_____ _____

Signature of Applicant Date Signature of Spouse (if joint) Date

OFFICE USE ONLY

Date: _____ Service Order No. _____ Membership No. _____

Billing No. _____ ☐ Existing Customer: _____

Internet Equipment Lease Agreement

Thank you for choosing Hill Country Telecommunications, LLC ("HCTC")! The following is HCTC's Lease Agreement that sets forth important terms and conditions regarding your Internet service delivery equipment (the equipment) from HCTC. Please be sure to read and keep a copy of this document. It is also available at www.hctc.net.

TERMS AND CONDITIONS
By signing this agreement, you affirm that you (Customer) understand this Agreement between you and HCTC, and you accept this Agreement and its terms and conditions.

1. HCTC agrees to provide and Customer agrees to accept the Lease Agreement for Internet service delivery equipment at the address specified below.

2. The equipment is HCTC's property. The Customer may not assign, rent, or transfer the equipment or the Customer's rights or duties under this Agreement to another person or entity without HCTC's prior written consent. The Customer agrees to not mishandle, abuse, misuse, or improperly store or operate the equipment, and the Customer specifically agrees not to use the equipment with incompatible hardware, and, if the equipment is damaged by the Customer, HCTC may charge the Customer a replacement charge.

3. If the equipment malfunctions due to a manufacturing defect, or from ordinary wear and tear, HCTC will replace or repair the equipment, at its option, without charge, so long as (a) the Customer notifies HCTC that the equipment's basic operations are not functioning properly, and cooperate with the HCTC representative to evaluate the circumstances; and, (b) the Rental Agreement for the equipment is in effect and has not been terminated. If the equipment is broken, damaged, or rendered inoperable for any reason other than a manufacturing defect, the Customer will be responsible for the reasonable replacement cost of the equipment which could be up to the total cost of the equipment.

4. Monthly lease charges will be billed one month in advance on the Customer's Internet bill and may be prorated for partial months of service.

5. Following the expiration of the Customer's initial Internet Service Plan subject to any applicable law, HCTC may (a) terminate this agreement; (b) change any of the rates, terms, or conditions of this Agreement; or (c) continue service under the terms of this agreement on a month-to-month basis until Customer terminates agreement, subject to the provisions of Paragraph 6 below, or HCTC enacts option (a) or (b) as described in this paragraph. HCTC will notify you 30 days prior to the effective date of the termination or change in rates, terms, or conditions, and, if applicable, a new Agreement will be provided to you. The notice may be included with the Customer's monthly bill. The Customer must return the equipment within 30 days of a termination notice. If the Customer does not return the equipment within 30 days following such a change in rates, terms, or conditions, this will constitute agreement to the new rates, terms, or conditions. Price decreases may be made on five business days' notice.

6. If the Customer's HCTC Internet service is terminated, or is subject to termination, for any reason, including but not limited to the Customer's cancellation of that service or failure to pay, this Agreement shall be deemed terminated as of the termination of the HCTC Internet service, and Customer will be obligated to return the equipment and/or pay any replacement charge for the equipment.

7. HCTC, ITS AFFILIATES, AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE MODEM AND/OR ROUTER OR THIS AGREEMENT, REGARDLESS OF THE BASIS UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER HCTC HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE. THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS OF DAMAGE RELATED TO THE EQUIPMENT, AND/OR FOR ANY AND ALL CLAIMS IN CONNECTION WITH THIS AGREEMENT OR YOUR RELATIONSHIP WITH HCTC SHALL BE LIMITED TO THE TOTAL RENT PAID OR PAYABLE BY YOU TO HCTC UNDER THIS AGREEMENT DURING THE MOST RECENT SIX-MONTH PERIOD PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE ALLEGED CLAIM.

8. In the event of any inconsistency between this Agreement and any other documents related to the equipment exchanged between the Customer and HCTC, the provisions of this Agreement shall control. This is the entire agreement between the parties related to rental of the equipment. This agreement can only be modified by a signed, written agreement from both parties.

9. Notices or correspondence related to this Agreement should be sent to the following address: HCTC, PO Box 768, 220 Carolyn Street, Ingram, Texas 78025

PHYSICAL ADDRESS

Name:_____

Physical Address:_____

City/State/Zip:_____

BILLING ADDRESS

Name:_____

Mailing Address:_____

City/State/Zip:_____

ACCEPTED BY

Customer Signature:_____

HCTC Internet Account No._____

Printed Name:_____

Date:_____

Communications Service Agreement

By accessing Internet or other communications services provided by Hill Country Telecommunications, LLC, ("HCTC"), the customer agrees to the following terms and conditions of service, intending to be legally bound thereby:

1. Customer agrees and understands that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of any hardware or software sold or provided to customer by HCTC is made by the manufacturer of said product and set forth in the literature or documentation accompanying the product. Customer agrees and understands that HCTC makes no warranty whatsoever as to such product. HCTC shall not be liable in any event for loss of use, profit, revenue, consequential damage, or any claim for damage resulting from the use of purchased hardware, use of the Internet and software, or interruption of such service for any cause. In the unlikely event HCTC is found liable in any manner whatsoever, then and in that event the liability of HCTC for any cause shall never exceed the actual amount paid to HCTC by the customer, without interest.
2. Customer agrees and understands that HCTC has no control of information and services provided through the Internet and the customer hereby expressly releases, holds harmless and agrees to indemnify HCTC from any and every claim which might be made by any person by virtue of customer's access to and use of the Internet.
3. Customer agrees and understands that the Internet is unrestricted and uncensored, and that certain material may be distasteful, and/or unsuitable for children. Customer agrees and understands that HCTC has no control over other Internet sites and that it is the customer's sole responsibility to prevent viewing of inappropriate material by children.
4. By executing this agreement and/or using the system, the customer expressly agrees to abide by all system rules as published from time to time by HCTC. Customer hereby acknowledges receipt of a current copy of the system rules in effect at the time of activation. System rules may be modified at any time by HCTC, with such changes to be published on the HCTC Home Page. Customer agrees to accept HCTC's interpretation of all system rules.
5. HCTC agrees to use its best reasonable efforts to keep all electronic mail (E-mail) messages private and confidential and agrees that the customer is the sole owner of any E-mail messages posted by customer to the system. In the event HCTC reasonably believes customer is violating system rules, HCTC may review customer's E-mail. If it is determined that a violation has occurred, HCTC may exercise the remedies provided in Section 6 of this agreement. Customer acknowledges and agrees that the recipients of e-mail are under no obligation to keep it confidential, and that in the event governmental authorities investigate or seize the system, customer E-mail may be reviewed.
6. If HCTC has reason to believe customer is in violation of any system rules, or is conducting any activities it believes harmful to HCTC, the system, or other users, customer expressly agrees that HCTC may exercise any or all of the following remedies:
    a. HCTC may immediately terminate customer's access to the system and shall have no obligation to return E-mail or other files stored on the system.
    b. HCTC may report the matter to the proper authorities and fully cooperate within any official investigation.
    c. HCTC may exercise any other right, remedy or action which is appropriate in view of the nature of the violation of system rules or other harmful activity.
7. Customer agrees to pay for all services used in a timely manner, in accordance with HCTC's billing policies. Customer agrees and understands that base service is billed one month in advance, and that any overages are billed one month in arrears.
8. Customer recognizes and acknowledges that any software provided by HCTC for access to the system is copyrighted material, and that customer may not sell, give, transfer, or copy said software without the express written permission of the copyright holder and HCTC.
9. Customer acknowledges and agrees that any passwords issued by HCTC for system access are for the sole use of customer, and that customer may not allow others to use their password to access the system. Violation of this article shall be cause for immediate termination of service.
10. Customer may not resell any services purchased from HCTC without the express written consent of HCTC.
11. Customer agrees to all terms and conditions in the above application for HCTC Internet Services.
12. Customer hereby agrees and consents to the obtainment by HCTC of any and all personal credit and/or financial information and does hereby agree and consent to HCTC's use thereof for the purposes of waiving any security deposit or determining whether or not service to customer should be initiated or continued. Customer agrees to indemnify, hold harmless, and release HCTC from any claim made as a result of the use and/or obtainment of such information. HCTC reserves the right to charge a security deposit.
13. Customer agrees he has read and agrees to all the terms and conditions shown on both the front and reverse side of this application for service.
14. Acceptance of this application is at HCTC's sole discretion and shall be evidenced by its duly authorized signature in the space provided hereon.
15. Upon acceptance by HCTC, this Customer Service Agreement and any exhibits, riders, amendments or supplements attached hereto shall constitute the entire Agreement between Customer and HCTC and shall supersede any prior or contemporaneous understandings or written or oral agreements between the parties respecting the subject matter within.
16. Customer assents to any terms and conditions of this agreement which are additional or are different from those proposed either orally or in writing by customer.
17. At the sole discretion of HCTC, service may be commenced prior to or subsequent to the obtaining and verifying of credit and financial information as authorized herein. HCTC reserves the right to demand a deposit and/or terminate service if, in the sole discretion of HCTC, customer's credit or financial information proves unsatisfactory during the term of this agreement.
18. Customer certifies and warrants that the information given in this application is true and correct.
19. Prices charged for services under this agreement are subject to change without notice.
20. No right or remedy herein conferred upon or reserved to HCTC is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or equity and may be enforced concurrently or from time to time.
21. Customer hereby waives and agrees not to assert any and all existing or future claims, defenses, and offsets against any payment due hereunder. Customer agrees to pay all charges due hereunder, regardless of any claim, defense or offset which may be exerted by Customer or on Customer's behalf.
22. A delegation of any obligation hereunder by Customer shall not relieve Customer of said obligation.
23. No term or condition of this agreement may be waived or modified except by the written consent of HCTC. Forbearance or indulgence by HCTC in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults, whether of like or different character.
24. Service of all notices under this agreement shall be deemed sufficient if given personally or mailed to the party involved at its respective address set forth in this agreement, by U. S. Mail, or at such address as the notified party may from time to time request in writing. Any notice mailed to such address shall be considered effective at the time of mailing.
25. This agreement shall be construed under and in accordance with the laws of the State of Texas and the venue for any suit pertaining hereto shall be maintained in Kerr County, Texas. If any one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
26. A service charge may be imposed for all returned checks, not to exceed the maximum allowed by law.
27. HCTC assumes no responsibility for interruptions of service caused by Acts of God, force majeure, catastrophe, etc.
28. A service charge may be imposed to reactivate service if service is disconnected by HCTC for nonpayment or any other cause.
29. Initial activations, renewals, reactivations, and plan changes may only include those rate plans being offered at the time of activation, renewal, reactivation, or plan changes.
30. Customer assumes responsibility for any and all charges associated with the use of their account.

System Rules:

1. The system may not be used for any activity which may violate any criminal or civil laws. These include any activities involving drugs, gambling, prostitution, pornography, spreading computer viruses, cracking computer security systems, infringing on intellectual property, trafficking in credit card numbers, fraudulent marketing schemes, or trafficking in cellular telephone fraud information.
2. The system may not be used to distribute mass unsolicited E-mail containing commercial advertisements or to post commercial advertisements to inappropriate locations on the Internet.
3. The system may not be used to publish defamatory statements directed to or about other persons or entities on the Internet.
4. Customers must respect the conventions and rules of news groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than ours.
5. The system may not be used to violate the copyright interests or other intellectual property interests of any person or entity. This includes but is not limited to the distribution or sharing of copyrighted software in violation of the copyright holder's rights.
6. Customers, including Home Page Customers, may not post any material to the system which is obscene, vulgar, or blatantly offensive to the prevailing moral standards of the community.

HCTC Network Management & Acceptable Use Policy

I. General Matters

Why is HCTC providing this Policy to me?

This Network Management and Acceptable Use Policy (the "Policy") describes HCTC's policies and protocol in providing all HCTC Internet services (the "Service") and outlines your acceptable use of the Service. This Policy is in addition to any restrictions contained in the HCTC Internet Communications Service Agreement (the "Subscriber Agreement") available on our website.

What obligations do I have under this Policy?

Everyone who uses the Service must comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify HCTC so it can close your account.

How will I know when HCTC changes this Policy?

HCTC may revise this Policy from time to time by posting a new version on the Web site at http://www.hctc.net or any successor URL(s) (the "HCTC Internet Web Site"). HCTC will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the HCTC Internet Web Site. Revised versions of this Policy are effective immediately upon posting. You should conform your use of the Service to the most recent version of the Policy and pay attention when you are notified of changes.

Where do I send questions about or report violations of the Policy?

Questions concerning this Policy and reports of violations of it may be sent at http://hctc.net/contact-us/. To report illegal content on the Internet go to www.fcc.gov. Child exploitation or other incidents involving the Internet which violate criminal laws should be reported to law enforcement authorities at http://www.justice.gov/criminal/ceos/.

II. Prohibited Uses and Activities Prohibited Uses and Activities

What uses and activities does HCTC prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or any HCTC provided equipment, either individually or in combination with another, to:

Conduct and information restrictions:

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation.
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful.
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
- Transmit unsolicited bulk or commercial messages, commonly known as "spam."

- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service.
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme.
- Participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity.
- Collect responses from unsolicited bulk messages.
- Falsify, alter, or remove message headers.
- Falsify references to HCTC or its network, by name or other identifier, in messages.
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing").
- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use.

Technical restrictions:

- Use the Service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with HCTC and the usage does not otherwise violate law or regulation.
- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so.
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited.
- Copy, distribute, or sublicense any proprietary software provided in connection with the Service by HCTC or any third party, except that you may make one copy of each software program for back-up purposes only.
- Distribute programs that make unauthorized changes to software (cracks).
- Use or run dedicated, stand-alone equipment or servers from the location to which HCTC provides your services (the "Premises") that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers.
- Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use.
- Service, alter, modify, or tamper with any equipment provided to you by HCTC in connection with the provision of the Service ("HCTC Equipment") or permit any other person to do so who is not authorized by HCTC.

Network and usage restrictions:

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any HCTC (or HCTC supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any facilities used by HCTC to deliver the Service

- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal use by the subscriber only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit)
- HCTC reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical user of the Service subscribed to as determined by HCTC in its sole discretion
- Connect the HCTC Equipment to any computer outside of your Premises
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host
- Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so
- HCTC conducts several security initiatives, and offers security tools for our customers at www.hctc.net.

III. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. HCTC recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is your responsibility to secure your data and your equipment which connects to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does HCTC address inappropriate content and transmissions?

HCTC reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections II or III of this Policy, which are transmitted to or placed upon a system within HCTC's control e.g. HCTC's website or sites hosted by HCTC. Absent special circumstances, such as requests from law enforcement, HCTC has no right to and does not monitor content merely transmitted by its Service or initiated by or stored on your system. However, HCTC and its affiliates, suppliers, and agents have the right to monitor transmissions which violate this Policy which HCTC, in its reasonable discretion, believes violate this Policy or could be otherwise harmful to HCTC's network or customers using the Service, e.g. spam, malware, suspicious addresses, etc., and to block or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section II of this Policy. As described below in Section IV of this Policy, HCTC uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

HCTC is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. HCTC is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at HCTC's sole discretion. In the event that HCTC believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, HCTC (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, HCTC may at any time reserve any identifiers on the Service for HCTC's own purposes. In the event that a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

HCTC Internet email has a 30 MB message size limit with a limit at 150 recipients per email.

What requirements apply to instant, video, and audio messages?
Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. HCTC assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) would be permanently deleted as well.

Does HCTC employ network security practices in addition to the congestion management technique?
Yes. As described above, HCTC employs a number of practices to help prevent unwanted communications such as spam as well as protect the security of our customers and network. HCTC limits the number of login, SMTP, DNS, and DHCP transactions per second (at levels far above 'normal' rates) that customers can send to HCTC's servers in order to protect them against Denial of Service (DoS) attacks. We do not disclose the exact rate limits in order to maintain the effectiveness of these measures, which ensure that these critical services are available for all of our customers.

IV. Network Management and Limitations on Data Consumption

What are HCTC's practices concerning net neutrality in its network management?

- Transparency: The commercial terms for HCTC internet accounts can be found at www.hctc.net.
- No Blocking and No Unreasonable Discrimination: HCTC does not block lawful content, applications, services, or non-harmful devices, subject to reasonable network management. HCTC does not unreasonably discriminate in transmitting lawful network traffic over its broadband internet access service.
- Reasonable Network Management: HCTC's data network has redundant data backbone facilities and equipment that instantaneously re-routes traffic in the event of a cable cut or other outage. We monitor our network's performance around the clock. We measure capacity utilization at each routing and switching node within our network. When peak utilization consistently exceeds 75% of capacity at a node, HCTC will analyze overall network consumption and may augment capacity to prevent customers from experiencing blockages. Although we do not dedicate capacity to individual customers utilizing our mass-market Internet access products, as that would be highly inefficient, we manage our data network capacity to avoid blockages. Because our network design and build strategy is aimed at avoiding blockages, it is unnecessary to have data traffic management policies for those rare instances when peak utilization exceeds capacity.

Does HCTC discriminate against particular types of online content?
No. HCTC provides its customers with full access to all the lawful content, services, and applications that the Internet has to offer.

Why does HCTC manage its network?
HCTC manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential to promote the use and enjoyment of the Internet by all of our customers. We use reasonable network management

practices that are consistent with industry standards. We also try to use tools and technologies that are minimally intrusive. Just as the Internet continues to change and evolve, so too will our network management practices as we seek to address the challenges and threats on the Internet.

All Internet service providers need to manage their networks and HCTC is no different. In fact, many of them use the same or similar tools that HCTC does. If we didn't manage our network, our customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of the service. By engaging in reasonable and responsible network management, HCTC can deliver the best possible broadband Internet experience to all of its customers.

Does HCTC block P2P traffic or applications like BitTorrent, Gnutella, or others?
No. HCTC does not block P2P traffic or applications like BitTorrent, Gnutella, or others as part of its current network congestion management technique. HCTC does not manage congestion based on the applications being used by customers, nor does it manage type of content that is generating traffic congestion. Accordingly, customer traffic is congestion managed not based on the applications or content being used but based on current network conditions and recent amounts of data transferred by users.

How does HCTC manage its network?
HCTC uses various tools and techniques in managing its network, delivering the Service, and ensuring compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that HCTC may be required to implement in order to meet its goal of delivering the best possible Internet experience to all of its customers.

Are there restrictions on data consumption that apply to the Service?
You must ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by HCTC in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with HCTC's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, HCTC may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. HCTC may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. HCTC's determination of the data consumption for Service accounts is final.

V. Violation of this Acceptable Use Policy

What happens if you violate this Policy?
HCTC reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

How does HCTC enforce this Policy?
HCTC does not routinely monitor the activity of individual Service accounts for violations of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. HCTC has no obligation to monitor the Service and/or the network. However, HCTC reserves the right at any time to monitor bandwidth, usage, transmissions, and content in order to,

among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and HCTC users.

HCTC prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. HCTC also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without HCTC's intervention. However, if the Service is used in a way that HCTC or its suppliers, in their sole discretion, believe violates this Policy, HCTC or its suppliers may take any responsive actions they deem appropriate under the circumstances, with or without notice. Neither HCTC nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not HCTC's exclusive remedies and HCTC may take any other legal or technical actions it deems appropriate with or without notice.

HCTC reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on HCTC's servers and network. During an investigation, HCTC may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to HCTC and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, HCTC is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of HCTC or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless HCTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification obligation will survive any termination of the Subscriber Agreement.

How can I contact HCTC if I have any questions about network management?
Go to the page at www.hctc.net for more information about contacting HCTC Internet Customer Service.

Please complete this form and press 'send' to submit application.