Home Town Communications ("HTC") Website Terms of Use and Privacy Policy

Website Terms Of Use

These Terms of Use govern any use of the website located at www.htcplus.net or any other website on which it is posted (the "Website"). This Website is provided by HTC. Please read these terms and the HTC Privacy Policy before using the Website. Using the Website indicates acceptance of these Terms and acknowledges that any information provided either directly or indirectly through the Website will be managed in accordance with the Privacy Policy. If you do not accept these Terms of Use, you may not use the Website. These Terms do not apply to the provision and use of any other HTC product or service.

These Terms of Use were last updated February 1, 2016.

1) Eligibility. This Website is available only for the personal use of residents of the United States who agree to be bound by these Terms of Use. Access to this Website may be prohibited or restricted in countries outside the United States. Therefore, users should only access this Website from within the United States. Access from outside the United States shall be made at the user's sole risk, and any international user is responsible for complying with the laws and regulations of any international territory.

2) HTC Products, Services and Online Accounts. You may be able to order certain HTC products and services through this website, or, if you have an existing account with HTC, you may be able to access certain information regarding your account, including an account summary, consumption history, billing details, service request history and outage reports.

Any order you make through Website is subject to the availability, terms, and other conditions that apply to the particular products and services at the time you place your order. All products and services, their contents, availability, and pricing are subject to change at any time with or without notice. Please fully read the terms and disclaimers accompanying any products or services that you order through the Website.

To obtain access to certain services on the Website, including your HTC customer account information (Online Account), you may be required to register. In order to establish an Online Account, in addition to name and contact information, you may be required to submit certain information about yourself, including the last four (4) digits of your Social Security number and your ZIP code. When you register for an Online Account, you must provide accurate and truthful information about yourself, including billing information, and you must update your information from time to time as necessary to keep registration information current and accurate. By establishing an Online Account, you represent and warrant that you have the right and are authorized to provide the information you provide in order to register for the Online Account.

If you have an Online Account, you are responsible for all activities occurring under your Online Account and for keeping your password and Online Account information confidential. Therefore, you should not provide the log-in and password information associated with your Online Account to any other person. If you suspect someone is accessing or using your Online Account without your permission, or if you need to change your password or Online Account information, please notify HTC immediately by contacting (772) 345-6000.
At certain places on this website there may be additional or other terms and policies that apply to your use of this website and the services on it. By using the website or those services, you agree to abide by those terms and policies. We may change those terms and policies from time to time. By continuing to use the website after we post any changes, you accept and agree to those terms and policies, as modified. HTC reserves the right to terminate or suspend your Online Account at any time for any reason, including violation of these Terms of Use.

3) Privacy. The Website Privacy Policy is incorporated into these Terms of Use by reference and governs the collection and use of all information gathered on or through this Website.

4) Prohibited Conduct; Other Rules and Regulations. You are prohibited from sending or posting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane messages or materials on the Website. You may not post material on the Website, or otherwise use the Website in any manner, that could: (i) humiliate, threaten, or injure other people or their property rights, including, but not limited to, intellectual property rights; (ii) violate the privacy or publicity rights of other individuals or entities; (iii) be considered criminal conduct or give rise to civil liability; or (iii) otherwise violate any law or these Terms of Use. You further understand and agree that posting unsolicited advertisements on this Website is expressly prohibited by these Terms of Use. Any unauthorized use of our computer systems is a violation of these Terms of Use. You agree that you will not use any robot, spider, scraper or other automated means to access the Website for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (ii) interfere or attempt to interfere with the proper working of or any activities conducted on the Website; or (iii) bypass any measures we may use to prevent or restrict access to the Website. Additional terms and conditions may apply in connection with certain features or functionality. If applicable, such other terms will be set forth where you access or use such features or functionality or in a link adjacent thereto. Any additional terms are incorporated into and made a part of these Terms of Use by reference. In the event of a conflict between any additional terms and these Terms of Use, the additional terms shall apply with respect to the subject matter to which they apply.

5) Content and Intellectual Property. HTC, its licensors or other third parties own all content, including text, trademarks or service marks, written materials, and technical information appearing on or otherwise a part of this Website ("Content"). Such Content is protected under United States and other countries copyright, trademark and other applicable laws and international treaties. Any unauthorized use of any Content appearing on or otherwise a part of this Website may subject you to civil and criminal penalties.

The ownership of all Content is retained by the owner. You may not copy, reproduce, upload, distribute, publicly display or otherwise use Content unless expressly permitted by HTC in writing or unless HTC provides the functionality to do so (e.g., by providing a print button in connection with particular content or allowing the Content to be downloaded). You may not remove, obscure or otherwise deface proprietary notices appearing on any Content, including copyright, trademark and other intellectual property notices.

6) Service and Technical Information. HTC makes a conscientious effort to display and describe the features available on this Website accurately and completely. Despite our efforts, the information on this Website may occasionally be inaccurate, incomplete or out of date. We make no representation as
to the completeness, accuracy or currency of any information on this Website. Your interaction with this Website depends upon a number of factors, including your computer equipment and internet connection. HTC may change, update or remove features at its discretion. Therefore, HTC cannot guarantee the availability or accuracy of any or all features on the Website. You agree that technical information, opinions, recommendations and other information made available to you on this Website are for your convenience only.

7) Links. This Website may display links to other websites or resources sponsored by third parties (Linked Websites). Access to Linked Websites is at your own risk. Linked Websites may not be available at all times and may contain content that is untrue, inaccurate, incomplete or outdated. HTC does not endorse or provide warranties of any kind as to any Linked Websites.

8) Modifications. HTC reserves the right to suspend or terminate your use of the Website at any time for any reason. HTC reserves the right to suspend or terminate your Online Account and to delete any corresponding profile(s). HTC reserves the right to change, suspend or discontinue any aspect of the Website and any products and services available on or through the Website at any time without notice.

HTC reserves the right, in its sole discretion, to revise, change or modify these Terms of Use at any time. Your continued use of the Website shall constitute acceptance of any such changes.

9) Warranty Disclaimers. YOUR USE OF THIS WEBSITE IS AT YOUR OWN RISK. THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, IS PROVIDED "AS IS", "AS AVAILABLE" AND WITH ALL FAULTS. HTC EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS WEBSITE. HTC WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THIS WEBSITE.

WITHOUT LIMITING THE FOREGOING, HTC MAKES NO WARRANTY THAT: (A) THERE WILL BE NO INTERFERENCE WITH YOUR USE OF THIS WEBSITE; (B) THIS WEBSITE WILL FULFILL ANY PARTICULAR PURPOSE, NEED REQUIREMENT OR SPECIFICATION; (C) YOUR APPLICATION TO RECEIVE SERVICE WILL BE ACCEPTED OR HONORED ACCORDING TO YOUR SCHEDULE OR ANY STATED SCHEDULE; (D) THIS WEBSITE WILL BE SECURE OR ERROR FREE; (E) ANY ERRORS ON THIS WEBSITE WILL BE CORRECTED; OR (F) THIS WEBSITE IS LAWFUL, APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR LOCATION.

10) Limitation of Liability. HTC SHALL NOT BE LIABLE UNDER ANY THEORY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF YOUR ACCESS TO OR USE OF THIS WEBSITE (OR INABILITY TO USE THIS WEBSITE), EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HTC’S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED ONE HUNDRED DOLLARS ($100.00). BY USING THIS WEBSITE, YOU HEREBY EXPRESSLY WAIVE ANY SUCH CLAIM IN EXCESS OF ONE HUNDRED DOLLARS ($100).

11) Indemnification; Release. You agree to indemnify, defend and hold harmless HTC (and its officers, directors, predecessors, successors, employees and agents) and affiliated company or individual for all claims (including all liabilities, costs, and expenses, including attorneys’ fees and litigation costs) against them that arise from or are related to your use of this Website. In the event that you have a dispute with another user or other party related to the Website, you release HTC (and our officers, directors, agents, subsidiaries, joint ventures and employees) from all claims, demands and damages (actual and
consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

12) **Severability.** If any provision of these Terms of Use is held to be unlawful, void or unenforceable for any reason, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

13) **Governing Law.** To the fullest extent permitted by law, these Terms of Use and any claim or dispute arising out of or related to these Terms or Use will be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of laws principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of state or federal courts located in St. Lucie County, Florida, and you hereby consent to submit to the personal jurisdiction of such courts.

14) **Entire Agreement.** These Terms of Use constitute the entire agreement between you and HTC relating to your use of this Website and shall supersede any other agreement or understanding between you and HTC with respect to the subject matter of these Terms of Use. No change, waiver or discharge hereof will be valid unless made in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

15) **Miscellaneous.** Each party shall perform its obligations under these Terms of Use in compliance with all applicable international, federal, state and local laws, regulations and ordinances. These Terms of Use do not create any fiduciary relationships between you and HTC, service providers or other companies that assist with making this Website available or providing electric service. These Terms of Use do not create any relationship of principal and agent, partnership or other similar relationship. Where appropriate in context, the conjunctive shall include the disjunctive, any shall include all, the singular shall include the plural, and vice versa. Section headings provided are for convenience only and shall have no legal or contractual effect. Except as otherwise provided in these Terms of Use, the terms, provisions, covenants, representations, warranties and indemnities contained in these Terms of Use which by their nature, sense and context survive or are expressly intended to survive the expiration or termination of these Terms of Use will so survive and continue in full force and effect until they are satisfied or by their nature expire, including, without limitation, Sections 6, 7, 10, 11, 12, 13, 14, 15, and 16.

All rights not granted herein are expressly reserved to Home Town Communications.

**Website Privacy Notice**

Your privacy is important to HTC. This Policy covers the collection, use and disclosure of your personally identifiable information that HTC may collect any time you interact with HTC by visiting our Website. This Policy does not apply to information that we collect offline or through our service. Please read the following if you would like to learn more about our information practices, including what type of information we gather, how and for what purpose information is used, to whom information will be disclosed, and how HTC safeguards your information.
By visiting our Website, you are accepting the practices described in this Privacy Policy. If you do not agree to the terms of this Policy, please do not use the Website. We reserve the right to modify the terms of this Privacy Policy from time to time without notice. Your continued use of our Website following the posting of changes will mean you accept those changes.

Automatically Collected Data

1. Internet protocol (IP) address and domain name. The IP address is a numerical Identifier assigned either to your Internet service provider or directly to your computer. The IP address can be translated to determine the domain name of your service provider.
2. The type of browser and operating system you use to access the HTC website and any domain names that point to sites therein.
3. The date and time you visited this site.
4. The webpages or services you accessed while at the HTC website and any domain names that point to sites therein.
5. The website you visited before coming to the HTC website and any domain names that point to sites therein.
6. Other information automatically transferred to the Website by your computer or browser.

We automatically collect this information and use it to improve the content of our Website and to help us understand how people are using our services so that we may continually improve the Website's usefulness to the public.

Visitor Provided Information

The Website collects information that you provide to us when you sign-up for an account, participate in a survey, check or send an e-mail, submit your information on the Website, request information, or perform some other transaction online. This information you provide will be used for the stated purpose and in a manner consistent with this Policy. That purpose may be to respond to you, to address issues you may identify, to improve our Website, to forward the information you provide to another internal department for appropriate action, or some other purpose. Survey information may be used to improve services and better gauge customer sentiment on issues ranging from services to Website design. Survey data will only be released to the public in an aggregated format.

When you interact with any HTC page or account on a social media platform, we may collect information that you make available to us on that page, including your account ID or username. Please remember that any information you share in public areas of our Website, becomes public and anyone may take and use that information. Please be careful about what you disclose and do not post any information that you expect to keep private. HTC cannot control who views information that you post in public areas of the Website and is not responsible for how third parties may use or disclose information that you post. When we run a contest, sweepstake or game relating to our Website, it will be accompanied by a set of rules. The rules for each contest, sweepstakes or game will specify how the information gathered from you for entry will be used and disclosed if it is different than as described in this Policy.

HTC has taken measures to safeguard the integrity of customer provided personally identifiable information in order to prevent unauthorized access by unaffiliated parties. These measures are designed to prevent corruption of data, attempt to restrict unauthorized access and provide reasonable protection of private personal information in our possession. This should not be construed as a warranty
of the security of information provided via the HTC Website and any domain names that point to sites therein.

Use of Cookies and Other Technologies

Like many websites, we may use “cookies” or other technologies to monitor traffic, record your preferences, exposure to our online advertisements, analytics and to improve the Website, and make it easier to use and more relevant. Most web browsers automatically accept cookies but, if you prefer, you can usually modify your browser setting to disable or reject cookies. If you delete your cookies or if you set your browser to decline cookies, some features of the Website may not work or may not work as designed. Your browser or device may include “Do Not Track” functionality. HTC’s information collection and disclosure practices and the choices that we provide to customers will continue to operate as described in this Policy, whether or not a Do Not Track signal is received.

We may partner with third-party advertising companies who may utilize cookies, web beacons or other technologies to provide advertisements about our goods and services that may be of interest to you or to serve advertisements on our Website or on third-party websites. These third parties may use these technologies to collect information about you when you use the Website. They may collect information about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based advertising or other targeted content. They may also use persistent identifiers to anonymously track your Internet usage across other websites in their networks beyond our Website. Such third parties may, with sufficient data from other sources, be able to personally identify you, unknown to us.

Linked Sites

HTC’s Website contains links to other sites, which allow you to leave the HTC site. Please be aware that the Internet sites available through these links, and the materials that you may find there, are not under HTC’s control. HTC cannot and does not make any representation about these sites or the materials and/or information available there. The fact that HTC has made these links available is not an endorsement or recommendation by HTC of any of these sites or any materials found there. HTC is providing these links only as a convenience to you.

Please be aware that HTC is not responsible for the privacy practices of those sites when linked to them through the HTC site. Linked sites may send their own cookies to users, collect data, or solicit personal information. Visitors should read the privacy statements of those sites where they collect personally identifiable information. This disclaimer pertains only to the website(s) under HTC’s sole control.

Disclosure of Your Personally Identifiable Information

We may disclose your personally identifiable information collected on the Website to our agents, affiliates, partners, and other third parties as described below.

We have third-party agents, subsidiaries, affiliates and service providers that perform functions on our behalf, including, but not limited to: hosting, content syndication, payment processing, content management, technical integration, marketing, analytics, customer service, and fraud protection. These entities may have access to your information if needed to perform their function.
We may change our ownership or organization while providing the Website. In such event, we may transfer some or all of your information to an entity acquiring all or part of our assets or to another entity with which we have merged. We cannot promise that an acquiring party or the merged entity will have the same privacy practices or treat your information the same as described in this Policy.

We may also use or disclose your information if required to do so by law or on the good-faith belief that such action is necessary to (a) conform to applicable law or comply with legal process served on us or the Website; (b) protect and defend our rights or property, the Website or our users, or (c) act to protect the personal safety of us, users of the Website or the public.

We may disclose any non-personally identifiable or aggregate information in any manner that we deem appropriate.

Consent
By using this Website, you signify your consent to this Policy. If you do not agree to this Policy, please do not use this site. This Website is not intended for children under 13 years of age.