With our industry-leading fiber optic network, you can be assured of the highest quality service for your family. On behalf of the entire Home Town Communications team, I welcome you to the Home Town Communications family. We are excited to have you join the growing number of satisfied customers who are connecting to the world through Home Town Communications.

Since 2004, we have been proudly serving our communities as the local hometown provider of High-Speed Internet, TV, Phone and Home Security. Whether you are a brand new Home Town Communications customer or coming back home, we look forward to the opportunity to serve you. Our commitment is to provide you with the most reliable products and the best customer service.

I am sure you will find the information here useful and informative. You can learn more about the features and benefits of our services, what to do in the event you may have a problem and how you can interact with us. Plus, there is all the legal stuff we have to tell you. We want to make sure that we are exceeding your expectations.

Again, welcome to Home Town Communications.

Kevin Killen
General Manager
Kkillen@htcplus.com
As your local provider of High-Speed Internet, TV, Phone and Home Security, we take our commitment to the community very seriously. We live here, we work here, and we play here. Our team members likely have children playing baseball with your child, volunteers at your school, and help with local non-profit organizations that you support.

**We sponsor the Tunes at Tradition Concert Series**, a series of FREE CONCERTS at Tradition Square.

**We have developed a Smart TV, Smart Phone Smart User seminar** in conjunction with Indian River State College to help teach our customers how to get the most out of their connected devices.

**We provide courtesy High-Speed Internet and Cable TV service** to our local public schools.

**We provide courtesy service** so that when you are shopping, dining or just relaxing by the fountains, you can stay connected.

**We provide free WiFi at Tradition Square** so that whether you are shopping, dining, or just relaxing by the fountains, you can stay connected.

**We provide local community channels** for our communities so that you can stay up to date on all the activities going on in your local community.
WHAT WE OFFER
What We Offer: High-Speed Internet

Our industry leading all-fiber network gives you superior access to the Internet with the fastest speed in our area – up to 1GB. Whether you just have one computer or a house full of networked devices Home Town Communications High-Speed Internet is for you. If you are an intense gamer, want to share photos and videos with friends and family or just surf the net, we have an Internet service for you.

All of our Internet offerings include: *4 email addresses, *1 dynamic IP address
*Not all speeds available in all areas

We do not have Internet Usage Caps
Unlike many other Internet providers that want to charge you extra for exceeding some arbitrary data limit, Home Town Communications does not limit your data usage.

WiFi
Our all-fiber network is great for maximizing your WiFi network. You can roam throughout your house and never miss a moment of your favorite show when you are watching using our TV Everywhere service or a streaming service such as Netflix, Hulu or Amazon Prime. Just connect your personal router with an Ethernet cable to the Home Town Communications Data Jack in a wall and let the wireless streaming, gaming, posting and more begin. Make sure that your router is centrally located in your home and is rated for the proper speed and the number of devices you may be using.

Count the Devices on your WiFi Network:

<table>
<thead>
<tr>
<th>Device</th>
<th>Recommended Speeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smart TV</td>
<td>5-7 devices:</td>
</tr>
<tr>
<td>Gaming System</td>
<td>8-10 devices:</td>
</tr>
<tr>
<td>Laptops</td>
<td>10+ devices:</td>
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<tr>
<td>Chromecast</td>
<td></td>
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<tr>
<td>Thermostat</td>
<td></td>
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<tr>
<td>Blu-ray player</td>
<td></td>
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<tr>
<td>Smartphones</td>
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<tr>
<td>TiVo</td>
<td></td>
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<tr>
<td>Fire TV Stick</td>
<td></td>
</tr>
<tr>
<td>Smart Bulbs</td>
<td></td>
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<tr>
<td>Roku Box</td>
<td></td>
</tr>
<tr>
<td>Tablets</td>
<td></td>
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<tr>
<td>Computer</td>
<td></td>
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<tr>
<td>Apple TV</td>
<td></td>
</tr>
<tr>
<td>Fire TV Stick</td>
<td></td>
</tr>
<tr>
<td>Door Bell/Door Lock</td>
<td></td>
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</tbody>
</table>

5-7 devices: recommended a household have at least 60M speed
8-10 devices: recommend a household have at least 100M speed
10+ devices: recommend a household have at least 150M speed
What We Offer: Cable TV

Our all-fiber network allows Home Town Communications to offer over 350 program choices, including over 90 HD channels. With multiple program packages to choose from, you will find the right package for you and your family.

<table>
<thead>
<tr>
<th>Package</th>
<th>Channels Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>Digital Bronze</td>
<td>Includes over 250 channels including HD and commercial free music</td>
</tr>
<tr>
<td>Digital Silver</td>
<td>Includes Digital Bronze plus choice of one multi-screen premium channel - HBO, Cinemax, Showtime/TMC, or Starz/Encore. Up to 270 channels</td>
</tr>
<tr>
<td>Digital Gold</td>
<td>Includes Digital Bronze plus choice of two multi-screen premium channels - HBO, Cinemax, Showtime/TMC, or Starz/Encore. Up to 284 channels</td>
</tr>
<tr>
<td>Digital Platinum</td>
<td>Includes Digital Bronze and all premium channels - HBO, Cinemax Showtime/TMC and Starz/Encore. Over 300 channels</td>
</tr>
</tbody>
</table>

**Premium channels:** Home Town Communications carries multiplexed screens all of the major premium services; HBO, Cinemax, Showtime, The Movie Channel, Starz and Encore. Original series, award winning movies and exciting special events are all found on our multiplexed premium channels. If you don’t have any premium channels, contact us today to learn more and add them to your service.

**Whole Home DVR:** Home Town Communications offers true multi-room DVR capability. You can start watching or recording in one room, pause and finish watching in another room. Two family members can be watching different programs recorded on the DVR at the same time. You can connect multiple rooms and you can record multiple programs at the same time. Contact us to get your multi-room DVR today. Create your own Personal VOD library with our DVR.

**TV Everywhere:** Home Town Communications customers now have the ability to watch programs on all their devices – tablet, PC, laptop or smartphone from anywhere in their house, even anywhere in the country. Go to our website www.htcplus.net and select Products and Services, then select TV Everywhere. Click on the Register Here button to get started.

**HDTV:** Home Town Communications has a large HD channel lineup with over 90 channels including the most popular cable and broadcast channels with a crystal clear picture. Watching a movie or cheering your favorite sports team is so much better with Home Town Communications.

**Interactive On Screen Guide:** Home Town Communications has an enhanced Interactive On Screen that makes it easy to search and find your favorite programs.

**Parental Controls:** Our Interactive Program Guide has a Parental Control feature that allows for restrictions on channels and content.

**On Demand:** with Home Town Communications Video On Demand (VOD) you can choose from many titles and order your favorite movies with just the push of a button. Most of the programs are free and if you subscribe to one of our premium channels you get even more choices with their On Demand shows.

**Spanish Language:** we offer a Spanish language tier that includes 16 channels including CNN En Espanol, ESPN Desportes, MTV Tr3S, Discovery En Espanol, and NBC Universo.
What We Offer: Home Phone Service

Home Town Telephone, a separate company from Home Town Communications, provides Home Phone service that allows you to keep your existing number and your existing telephones. Plans range from unlimited local and domestic long-distance calling to just local calling plans. No matter what phone plan you have, Home Town Telephone Home Phone has all of your favorite phone features that you have come to expect:

- Caller ID
- Three Way Calling
- Distinctive Ring
- Call Waiting
- Call Forwarding
- 10 Number Storage
- Voicemail
- Speed Dial
- InTouch

But there’s more! You can check your voicemail message when you are away from home. We also offer non published numbers. Ensure your family’s security with Home Town Telephone Home Phone because a landline provides more security to E911 than a cellphone or a VOIP service such as Vonage.

What We Offer: Home Security

Home Town Communications Home Security service provides door and window sensors to monitor intrusions. Customers can also elect to have additional monitoring options installed by a licensed alarm contractor.

Optional Items

- Infrared Motion Detectors
- Keychain remote
- Indoor and Outdoor cameras
- Smoke and Heat detectors
- Carbon Monoxide detectors
- Glass break detector
CONNECTING WITH US
Connecting With Us

CONTACTS: We have many ways that you can interact with us and how we can interact with you. Listed below are the many ways that you can send or receive information about Home Town Communications.

EMAIL

If you have a customer service question regarding billing or if you are experiencing a technical issue with any of your services please send an email to support@htcplus.net

PHONE

You can reach us at: 772.345.6000

IN PERSON

Our customer service center is located at Tradition Square above Kilwin’s Ice Cream. The address is 10486 SW Village Center Drive, Port St. Lucie, FL 34987

Office Hours: Mon-Fri, 9am – 6pm; Sat 10am – 2pm

FACEBOOK

Like us at Home Town Communications

TWITTER

Follow us at htcplus - @hometowncable

WEBSITE

www.htcplus.net
How To Pay Your Bill

We have many convenient ways for you to pay your monthly bill. You can pay online at our website; www.htcplus.net. You can set up automatic debit from your credit card; you can set up auto-pay from your bank account. You can send a check by mail to: Home Town Communications PO Box 19711, Miami FL 33101. Or you can drop your payment off at our office 10486 SW Village Center Drive, Port St. Lucie FL 34987.

We accept Visa and MasterCard over the phone and online. In the office we accept Visa, MasterCard, checks or money orders. NO CASH.

To pay online
If you would like to pay online you can go to www.htcplus.net and select Customer Portal at the top right of the home page. Then you would select Pay My Bill from that page. There is no charge for online payments.

Paperless Billing
You can sign up for paperless billing if you would rather have your bill online instead of having a paper copy sent to you each month. To sign up for this option please contact our customer service center at 772.345.6000.
Why is my first bill so high?

We bill one month in advance for Home Town Communications service. This means that your first bill will have a charge for one full month of service, and a partial charge from the date of your installation to the end of that bill cycle. Refer to the details of your monthly statement.

If need technical assistance who do I call?

You can call our local customer care center at 772.345.6000 and select option 4 for tech support. Or you can send an email directly to us at support@htcplus.net

I received a letter that says a change was made to my account. What is this about?

Anytime that you call us, and update your contact information such as phone number, email address, or mailing address you will receive that letter. It is required by law that we notify you when a change is made to those options in your account. Also you may receive this letter if you have spoken with technical support, and had to verify one of your security questions. Below is an example of the letter that you would receive within a week of the change being made.

---

Dear Customer,

Per Federal Communications Commission (FCC) Rules, Telecommunications Companies are required to provide notice to customers when certain changes are made to your account. This letter is informing you that within the last week at least one of the following changes has occurred:

1. A password was added or changed on your account.
2. The address on record was changed.
3. The online account information was changed.
4. The password on your account was forgotten and a customer service representative asked you your backup security question(s) to obtain account information.

If you did not request any of the above changes that prompted this letter, please contact us immediately at 772.345.6000.

You may also come by our office located at 10455 SW Village Center Drive, Port St. Lucie FL 34987 Monday – Friday 8:00 a.m. to 6:00 p.m. and Saturday 10:00 a.m. to 2:00 p.m.

Thank you,
Customer Service
Home Town Communications
IF YOU ARE HAVING TROUBLE
If You Are Having Trouble

In the unlikely event that you experience problems with any of your Home Town Communications services, these handy tips can provide solutions to your issues. If your problem is not listed here, or you still continue to have issues, contact us so we can assist in solving your problem quickly.

All of my services are out:

Check for Known Outage

• Navigate to our support main page, www.htcplus.net. If we are experiencing an outage the information will be posted there. You can check our website www.htcplus.net from your mobile phone.

Check the Network Interface Device

Is the NID receiving power?

• There is a network interface device located in your home. This is most often located in a box in the wall of your garage or laundry room. If you live in Atlantic at Tradition your structured wiring panel is located in the kitchen closet for one bedroom units and in the guest bedroom closet for the two and three bedroom units.

• Is the NID plugged in?

Check the power socket

• The Network Interface Device requires power. You will see a power supply, it will either be a Cyber Power or Powers Solutions Inc. with a power cord going from it to a socket on the wall. Be sure that the device is plugged into the power socket.

• Check to see if the socket has power. You can plug a small device such as a nightlight or hair dryer into it to test if it has power. Do not assume that the socket has power just because you see lights on the power supply. This does not indicate that the device is receiving power from the socket.

Check the GFI – Ground Fault Interrupter

• If the socket in question is a GFI outlet press the reset button on the outlet.

• If there is another GFI socket in the room, even if the Network Interface Device is not plugged into it, that GFI should also be reset.

Check the breakers

• If the socket is still not getting power check your breakers to be sure the breaker feeding the socket has not been tripped.

• If the socket is not getting power and the breaker is not tripped and the GFI has not been tripped, contact a licensed electrician to service the socket.

If the NID is receiving power but you have no services call us at 772.345.6000.
If You Are Having Trouble

High-Speed Internet:

Check for known Outage at www.htcplus.net from your smartphone.

Intermittent Connection

• Verify that the Ethernet cable is securely connected from the wall to your computer or router.

• If using a router, verify that the Ethernet cable is securely connected to the router’s Internet.

No Connection

• Verify that the Ethernet cable is securely connected from the wall to your computer or router.

• If using a router, verify that the Ethernet cable is securely connected to the router’s Internet.

• If using wireless be sure that the wireless connection on your device is turned on.

• Be sure that the router or computer is connected to the active internet port in your home and has not been moved to an inactive port.

• reboot your router:
  - Unplug the power cable from your router.
  - Wait approximately one minute for the modem to reset.
  - Plug the power cable back in and allow about two minutes for the router to reconnect.
  - If you are connecting via wireless, make sure you’re within range of your wireless router and that the wireless connection on your computer is turned ON.

• If you are using a router and not getting a connection:
  - Remove the Ethernet cable from the Internet port on the router and plug it into the Ethernet port on the computer.
  - If you get a connection in this way but not with the router, contact your router manufacturer. Add websites for major router manufactures

• Check to be sure that the Network Interface Device in your home is receiving power. See page 12.
If You Are Having Trouble

High-Speed Internet: (con’t)

Slow Internet

• Leaving your computer powered on and allowing it to sleep when not in use has the potential to cause slow browsing. Sometimes, simply restarting your computer can resolve this issues.
  - Locate and click Restart (usually positioned near the computer’s Shut Down option).
  - Once your computer has restarted, open an Internet browser.
  - Test your Internet connection by going to at least two websites.
• Verify that the Ethernet cable is securely connected from the wall to your computer or router.
• If using a router, verify that the Ethernet cable is securely connected to the router’s Internet port.
• If using wireless be sure that the wireless connection on your device is turned on.
• Be sure that the router or computer is connected to the active internet port in your home and has not been moved to an inactive port.
• Reboot your router
  - Unplug the power cable from your router.
  - Wait approximately one minute for to reset.
  - Plug the power cable back in and allow about two minutes for the router to reconnect.
  - If you are connecting via wireless, make sure you’re within range of your wireless router and that the wireless connection on your computer is turned ON.
  - See the Why Does My Connection Seem Slow section on page 22.

Ways to Boost Your WiFi Speed:

• Use the Latest WiFi Technologies
  - One of the best ways to make sure your network is as fast and reliable as possible is to use up-to-date hardware. When you purchase a router it will be labelled with a wireless protocol. Wireless A, B, and G are older technologies and are not capable of very high speed connections. Wireless N (and the even newer wireless AC) will give you the fastest speeds. However, even if you have
If You Are Having Trouble

High-Speed Internet: (con’t)

purchased a wireless N or AC router you will not get the full speed possible from it unless the wireless adapter in your device is also capable of using wireless N. You should have a WiFi router that has dual band frequencies (2.4Ghz and 5.0Ghz).

• Find the Perfect Spot for Your Router
  – If you want the best signal, you’ll need to be sure that your router is out in the open, it free of any walls and obstructions. Be sure that the antennas are pointing straight up at a 90 degree angle to the router, and elevate the router if you can. The router should be no lower than the height of a standard desk or table. Lastly, make sure it is in the center of your house with clear line of sight to where you most frequently use your wireless devices, so you have the best coverage possible throughout your home. Your router should NOT be located in your garage or where your NID is located.

See how many devices are on your network and what are they doing – streaming, gaming etc. You might need more speed for the number of devices on your WiFi Network.

• Find the Right Wireless Channel
  – If you have homes close to yours, the routers in those homes may be interfering with your device and causing issues with your WiFi network. Wireless routers work on different frequencies and each frequency has multiple channels. You want to make sure that you are not running all of your devices on the same frequency or channel within that frequency. To check to see how many devices are running on a frequency/channel you can download a program called WiFi Analyzer to your mobile device to see how many devices are running. See your router manual instructions on changing the router frequency and channel.

• Get Rid of Interference from Other Appliances
  – Other routers aren’t the only thing that can cause interference. Cordless phones, microwaves, and other appliances can affect your signal as well. A dual band router can help with this, but some cordless phones will allow you to change the band which they use. You can also try moving your router further away from interfering appliances. WiFi does not travel well through water, so be sure you don’t place your router behind a fish tank.
If You Are Having Trouble

High-Speed Internet: (con’t)

• Use Better Security
  - Even if your router has a password, it can be easy to hack. The best thing to do is to lock WiFi thieves out with better security. Using a WPA password is absolutely essential, and you should choose one which is complex, long, and does not contain any identifiable words. Sharing your WiFi connection with a WiFi thief is a sure way to slow down your connection!

• Control Bandwidth-Hogging Applications
  - If someone in your house regularly video chats, plays online games, torrents files, or uses services like Netflix, they may be hogging bandwidth and making the internet slower for everyone else. On most routers you can use something called Quality of Service—or QoS for short—to reign in software which is taking over your bandwidth. With QoS, you can prioritize certain applications (say, video chat) over others (like video games) so the most important applications get the bandwidth they deserve. For more info, check out your router settings and router manual.

• Set Your Router to Reboot on a Schedule
  - If you’re one of the many folks that has to reboot their router every so often so it doesn’t drop out, there is a solution. You can run a few tests to make sure the problem isn’t caused by heat, old firmware, or excess downloading, but an easy way to solve the problem is just automatically reboot it once a day or so. You can do this with just an inexpensive regular outlet timer set to turn the power off and then on again at a time which is convenient for your family.

Test your speed

1. Go to our website www.htcplus.net
2. Select Support
3. Click Speed Test
If You Are Having Trouble

High-Speed Internet: (con’t)

• Check cache size
  - In your browser settings, check the size of your cache/disk space to use for temporary Internet files.
  - The recommended disk space to use for your cache/temporary Internet files is 50-250MB. Increasing the size of your cache/temporary Internet files may improve the speed of your back button and the display of graphics and banners.

Why does my connection seem slow?
Download speeds can be affected by a number of factors including the age and type of your router, issues with the website or application you are attempting to access, the number of devices accessing your router at one time and the performance of your devices.

Other reasons include:

• The number of users visiting a site. Popular Web sites can be overloaded if the number of visitors to the site increases unexpectedly. If one particular Web site seems to respond slowly, try visiting it later.

• Computer components. Newer, faster computers usually are able to download content a little faster than older computers.

• Transmission “overhead.” Transmission overhead is a portion of the data that is sent and received when you browse Web sites or send and receive email. This data is responsible for ensuring that you see the correct Web site, or send email to the correct recipients.

• Hard drive space. To free up space on your hard drive, delete temporary Internet files, clear your browser cache, empty your Recycle Bin, and defragment your hard drive every few months. Freeing up space on your hard drive may improve system performance.

• Virus and/or Malware. Make sure you have Anti-Virus and Anti-Malware software on your devices. You should only have one Anti-Virus software program on your device because there are more than one, they will be in conflict with each other and will slow down your device performance.
If You Are Having Trouble

High-Speed Internet: (con’t)

To help solve slow connection problems you can do the following:
  • Turn the router off and then back on again.
    - Use the power switch on the back of the router to turn off the power, wait 15 seconds, and then turn the router back on.
    - After waiting 45 seconds to allow the router to synchronize to the server, try connecting to the Internet.

Note: If your router doesn’t have an on/off switch, unplug the router in place of turning the router off.

  • If your router is plugged into a surge protector, try plugging it directly into the power outlet in the wall.
How Website Speed Limitations Can Slow You Down

Even with fast speeds offered by Home Town Communications, the performance of certain websites may be slow. This could be due to the websites being hosted on slow or overworked servers.

Update Your System and Improve Internet Speed

Did you know that putting off software updates can lead to slower Home Town Communications speeds? Keep your software and hardware up to date, and enjoy faster Internet speeds.

Internet Congestion and Home Town Communication Speeds

With so much going on with your Internet connection “behind the scenes,” many factors can affect speeds. When connections need to hop between different servers, your Internet speeds may decrease - even with your Home Town Communications connection.

Bandwidth Needs for Multiple Connected Devices

The more Internet-connected devices you have, the more bandwidth you’ll need. Make sure you choose a plan to keep your devices running Home Town Communications Fiber fast. We recommend 10Mbs download speed per connected device - laptop, tablet, gaming system, Blu-ray player, smart TV or smartphone.

Netflix, HULU and other streaming sites - because of the large number of users across the country, many times the number of customers attempting to access the content from these providers exceeds their capacity to distribute the content. If there are many simultaneous users in your home, you may be exceeding the capacity of your router. You may also need to increase the download speed of your Home Town Communications High-Speed Internet Service above what you currently receive from your HOA or that you purchase directly.

Does Home Town Communications have limits on how much data I can use each month?

Unlike many other Internet providers Home Town Communications DOES NOT have usage caps on how much data you can use each month.
If You Are Having Trouble

Television:

Check for Known Outage
Navigate to our support main page, www.htcplus.net. If we are experiencing an outage the information will be posted there.

Channel Issues
All channels are out
Check the TV
• Is the television receiving power and turned on?
• Is the proper input selected? (i.e.: Input 1, input 2, HDMI 1, etc.)? The input is the one where the HDMI or Component cables are plugged into the TV. Most TVs have each of the input jacks labeled.

Verify Connections.
• Are all connections secure and hand tight?
• Are you using a set top box? If so is the Ethernet cable coming from the wall connected to the Ethernet jack on the back on the set top box?
• Is there an HDMI or Component Cable going from the back on the set top box to one of the inputs on your television?
• If you are not using a set top box is the coaxial cable coming from the wall connected to the “Cable In’ not “Ant In” jack on your television?

Check the Set Top Box
• Is the set top box powered on?
• Is the proper input selected to view the set top box on your television?
• Has the Set-Top box been moved? It will only work in its original location, as other jacks in the home are probably not active.
• Did you experience a power interruption prior to losing programming?

If yes and the box is displaying a message stating that it failed to retrieve DHCP or similar the box is reconnecting to the system. If the box fails to reconnect after 60 minutes contact customer support at 772.345.6000.

Reboot your Set-Top Box
• To manually reboot your Set-Top Box:
• Turn off the Set-Top Box by either using your remote control or by pressing the POWER button on the box.
If You Are Having Trouble

**Television: (con’t)**

- Carefully unplug the Set-Top Box power cord from the electrical outlet or power strip if you’re using one.
- Wait 30 seconds while the Set-Top Box completely shuts off.
- Plug the power cord back in. The Set-Top Box will automatically reboot — this may take a few minutes.
- Turn on the TV and Set-Top Box. If you are on the correct input you will see either the Set-Top Box loading screen or a TV Program.

If the problem is not solved by any of the above troubleshooting contact us at 772.345.6000.

**Missing channels**

If you are using a set top box

- Press the guide button.
- If the guide button does not bring up guide on the screen verify that the television is set to the correct input on the guide.
- Just above the date and below the preview box is an icon of a small television. Does the word next to that icon say ‘All’?
  - If no- press the guide button again until the guide closes, press it one more time and verify that it now says ‘All’ above the date.
  - Verify that all channels are now present.
- If the guide reads ‘All’ but some channels are still missing.
  - Check any other TVs in the home with set top boxes and see if programming is missing on those televisions.
  - If yes and the guide is also set to ‘All’ on those televisions, contact us at 772.345.6000.

If you are not using a set top box

- Perform a channel scan on your television. Procedures for this vary from television to television. Generally to scan your television, make sure that you have a COAX cable from the wall plate to your TV. Select the INPUT button on your TV remote and make sure it is on Cable TV. Select the Menu button and select SCAN. This will take a minute or two. **NOTE: PLEASE REFER TO YOUR TELEVISION USER GUIDE FOR SPECIFIC INSTRUCTIONS ON HOW TO SCAN YOUR TELEVISION.**
If You Are Having Trouble

Television: (con’t)

Picture Issues

No HD

- Is the proper input selected (i.e., Input 1, Input 2, HDMI, etc.)?
- Are you tuned to an HD channel?
- Is the program you are watching broadcast in HD? This can be verified by visiting the program’s website?
- Follow the instructions for Rebooting the Set-Top Box on page 20.
- Contact us at 772.345.6000

Picture does not fill screen

- Check your TVs aspect ratio settings
  - Is the aspect ratio setting on your TV correct? Check your TVs user guide for instructions on how to set the picture size for your TV.
  - Is your picture displaying in a windowpane screen? When you view 4:3 content on a 16:9 HDTV display, you may get an on-screen image with vertical black or gray bands on each side of the image. This is called a windowpane screen.
  - Is your picture displaying in a letterbox screen? When 16:9 content is viewed on a 4:3 display, you may see a long and narrow image with black or gray bands above and below. This is called a letterbox screen. Some movies are shown in letterbox to replicate what was shown in theaters.

Note: To eliminate the black or gray bands, use the stretch and zoom capability of your HD Set-Top Box. This enables you to fill your HD screen with a non-HD video image rather than having it squeezed into the letterbox format.

Pixilating-freezing-tiling picture

- In spring and fall for several weeks there are Sun Outage periods which can cause pixilating, freezing and tiling. If the issue only occurs in late afternoon to early evening on some but not all channels and then stops it is likely a Sun Outage issue.
- Verify connections
  - Are all connections secure and hand tight?
  - Are you using a set top box? If so is the Ethernet cable coming from the wall connected to the Ethernet jack on the back on the set top box?
  - Is there an HDMI or Component Cables going from the back on the set top box to one of the inputs on your television?
  - If you are not using a set top box is the coaxial cable coming from the wall connected to the ‘in’ jack on your television?
If You Are Having Trouble

Television: (con’t)

- Check the TV
  - Is the proper input selected (i.e., channel 3, Input 1, Input 2, HDMI, etc.)?
- Follow the instructions on how to Reboot Your Set-Top Box on page 20.
- Contact us at 772.345.6000 and tell the representative:
  - That you’ve gone through the online troubleshooting
  - That your TV is on and working properly
  - That your Set-Top Box is on
  - That your connections and inputs are correct

Snowy picture

Note: If one channel is snowy, it is usually caused by some sort of interference. If more than one channel is snowy, it is frequently the result of loose connectors or cables.

- Verify connections
  - Are all connections secure and hand tight?
  - Are you using a set top box? If so is the Ethernet cable coming from the wall connected to the Ethernet jack on the back on the set top box?
  - Is there an HDMI or Component Cables going from the back on the set top box to one of the inputs on your television?
  - If you are not using a set top box is the coaxial cable coming from the wall connected to the ‘in’ jack on your television?

- Check the TV
  - Is the proper input selected (i.e., channel 3, Input 1, Input 2, HDMI, etc.)?
- Contact us at 772.345.6000 and tell the representative:
  - That you’ve gone through the online troubleshooting
  - That your TV is on and working properly
  - That your Set-Top Box is on
  - That your connections and inputs are correct
If You Are Having Trouble

Television: (con’t)

Set Top Box

• Your set top box is a small computer. As with all computers occasionally rebooting it will improve performance.

• See page 20 on how to Reboot your Set-Top Box.

Sound Issues

Troubleshoot symptom

• Different language - Some TVs and cable boxes have features like an SAP, MAP or bilingual button. If you are hearing a different language other than what is expected, check to see if you’re TV or cable box has one of these features and make sure it is turned off. Use your remote to turn off this feature if there is no button.

• No sound - The MUTE button on remote control may have been pushed. Press the button on the remote to restore volume.

• Buzzing - Adjust the TV’s fine-tuning (see your TV user guide for instructions). Also check to see if the TV is too close to any appliances that are in use (microwaves, generators, vacuum cleaners, etc.), which could interfere with the signal.

• Noisy sounds on one channel - Your cable connection may be loose. Check the connection and tighten if necessary.

• Sound from only one stereo speaker
  - Check that you have selected stereo and not mono as your audio output.
  - Your cable connection may be loose.
    > Check the connection and tighten it if necessary.
    > Check to make sure no wires are frayed and plugs aren’t bent or broken. Make sure the audio cables (if being used) are connected to the correct Left/Right output jacks on your terminal.
    > Check the “balance” setting if sound is being delivered through your stereo amplifier.
If You Are Having Trouble

Television: (con’t)

• Beeping Sound coming from a SONY brand television with a set top box connected.
  - On the remote press INPUT+MENU.
  - Go to “HDMI hotplug mode” there are 4 other Compatibility settings for HDMI. Try each in turn until the beeping stops.
  - Follow the instructions on how to Reboot the Set-Top box.

• Contact us at 772.345.6000 and tell the representative:
  - That you’ve gone through the online troubleshooting
  - That your TV is on and working properly
  - That your Set-Top Box is on
  - That your connections and inputs are correct

Remote Control:

Remote Control Troubleshooting

• If your remote control is not working, please try the following:
  - Replace the batteries.
  - Check that there are no obstructions between the sensor on the cable Set-Top Box and the transmitter on the remote control. There must be a clear line of sight between the box and the remote.
  - Follow the instructions on how to Reboot your cable Set-Top Box on page 20.
  - The remote may have to be reprogrammed. For assistance, call our office at 772.345.6000.

Replacing your remote control

• If you need to replace your remote control you may bring it to our office.

• If the remote control has been damaged beyond normal wear there will be a charge for a replacement.

• If the remote which is returned does not have batteries installed the replacement remote will be provided without batteries.
If You Are Having Trouble

Home Town Telephone:

**No Dial Tone**

**Phone and Phone Jacks**

- If you have multiple corded phones and cordless phones (non satellite) unplug them all from their respective outlet.
- Plug them back in one at a time checking for dial tone each time
- If at any point plugging a phone into an outlet disrupts your service, set that phone aside and try another phone in that outlet.
- Phone works – Then the previous phone used in that jack may need to be replaced.
- Phone does not work – You may have a bad phone outlet and may want to contact an electrician to fix mentioned outlet.
- If after plugging in all the lines and you still do not have dial tone please proceed to the next No Dial Tone trouble shooting item.

**Incorrect Device plugged into phone outlet**

- Service may be disrupted if a device (Game System, Router, laptop, TIVO, etc.) is plugged into a phone outlet
- Check your home for all possible devices that are similar to the ones mentioned above and unplug them.
- Check for dial tone.
  - You have dial tone – One of the recently unplugged devices looks to have disrupted your service
  - No dial tone - Please proceed to the next No Dial Tone trouble shooting item.

**Outside outlet**

- Some homes may have an outside phone outlet that when wet may cause service disruption
  - If you do have an outside phone outlet try using a hand hair dryer to dry it out.
  - Check for dial tone
- If you have checked and you either don’t have an outside outlet or you find the one you have to be dry proceed to the next No Dial Tone trouble shooting item

**GFI Outlet**

- Make sure all of the GFI outlets in your home are reset.
- IF you still have no dial tone proceed to the next No Dial Tone trouble shooting item

Contact Home Town Telephone for further trouble shooting help

- 772.345.6000
If You Are Having Trouble

Home Town Telephone: (con’t)

Placing Calls

Can’t place a local call

• Are you dialing the full 10 digits of the number?
  YES: Contact Home Town Telephone for further trouble shooting help.
  NO: Home Town Telephone requires 10 digit dialing for making local calls.

• Are you getting a “you must dial a 1 “message when making your call?
  YES: You may be dialing a 772 number that is in Indian, Vero Beach or Sebastian. These areas are considered extended local and are not part of your local calling area. Local long distance charges may apply
  NO: Contact Home Town Telephone for further trouble shooting help.

Can’t place a long distance or international call

• Do you have a Long Distance Block on the line?
  YES: Contact HTT to remove block if necessary
  NO: Contact Home Town Telephone for further trouble shooting help.

Can’t place any calls

• Contact Home Town Telephone for further trouble shooting help.

Receiving Calls

Can’t receive calls

• Check to make sure your phone has not been forwarded
  - To turn off the forward pick up phone and dial 73#, you should hear an indicator that it has been turned off.
  - If call forward was not active or present on the line and you’re still not able to place your call please contact Home Town Telephone for further trouble shooting help.

Feature Instructions/Help – list the feature instructions here

• A list of features and feature instructions are located on the Web at http://www.hometowntelephone.net/features.asp

• Home Town Telephone will gladly help you with you need further feature assistance.
If You Are Having Trouble

Home Security and Alarm:

**Cannot set the alarm:** All zones must be clear. You need the green ready light to be on.

**Cannot set the alarm after is has been set off:** You need to put in your master code and the off key 2 times to clear a fault.

**Alarm keypad displays FC:** meaning Failure to Communicate. The panel did not call out to the monitoring company or your alarm is not currently being monitored.

**Alarm keypad is beeping:** constant beeping usually means the battery needs to be replaced. By pressing any key other than Panic, will temporarily stop the beeping.

**How to replace your alarm battery:** the alarm panel is usually in the laundry room up high above the laundry room door. You will need a step ladder to remove the battery. Make sure you replace the battery to the correct terminals marked red and black. Red is the positive lead, black the negative.
Home Town Communications (HTC)  
Customer Privacy Policy

Home Town Cable TV LLC d/b/a Home Town Communications (“HTC”, “we”, “us”, “our”) is committed to protecting our customers’ Personally Identifiable Information. This Privacy Policy is provided to inform you of our practices regarding HTC’s collection, use, protection and disclosure of your Personally Identifiable Information in the course of our providing our services (“Services”) to you.

As required by federal law, we will notify you of our Privacy Policy annually, but we may update this Privacy Policy more frequently. If we do, we will provide you with access to the most recent version by posting it on our website at www.htcplus.net (the “Website”). We encourage you to review our policies (including our Acceptable Use Policy and any applicable Service Agreement) by visiting our Website periodically. Any updates are effective as of the date first published on htcplus.net.

Information We Collect

When you subscribe to and use our Services, HTC collects certain types of information about you, as described and illustrated below. We may collect this information (1) directly from you when you provide it to us, such as when you purchase products or services, fill out a form on our website, send us an email, or respond to a survey; (2) automatically when you use an interactive or transactional service or television viewing controls; or (3) from third parties.

Personally Identifiable Information – In providing our services, we sometimes collect personally identifiable information, such as your name, physical address, telephone numbers, social security number, driver’s license number, and email addresses (“Personally Identifiable Information” or “PII”). The type of Personally Identifiable Information we collect may change depending on the Services you subscribe to. PII does not include aggregate or anonymous information that, by itself, cannot be used to identify you.

Other Information – We also collect non-personally identifiable information, including usage statistics, traffic data, the domain names and IP addresses of our website visitors and High Speed Internet Services subscribers, device identifiers and other information. This information will be treated as Personally Identifiable Information when it is associated or otherwise combined with information that can identify you.

Cable Television Services – For certain cable television services, such as pay-per-view, video-on-demand and interactive cable services, we collect Personally Identifiable Information in the form of usage information for billing, programming and related purposes, including information about your video selections. We treat this information as confidential. Unless you consent, we will not use this information to identify you to third parties other than vendors and business partners who are restricted from using such information for their own purposes. We use this information to make recommendations to you and for other purposes, such as to market new or additional services to you. We may collect viewing information that does not identify you personally for any reason, including determining which programs are most popular, how many people are watching the show, which system features are used most often and to make customized recommendations to you.

High Speed Internet Services – Like most Internet service providers, we automatically collect and associate with your account certain information concerning your use of our High-Speed Internet service, such as the Internet Protocol (IP) address(es) assigned (an identifier assigned to your computer while online), MAC addresses (individual equipment identifiers) of equipment that is used, bandwidth used, system and connection performance, browsers used, dates and times of access, and Internet resource requests. Some of this information may identify those subscribers who have downloaded certain materials or accessed certain websites.

Cookies and Other Tracking Technologies – We may collect information using cookies, web beacons or similar technologies. These methods permit us to collect various types of information, including which pages you visit, how you use the Services, which of our email messages you read, and other information. HTC may use this information to understand usage patterns and perform analyses, to provide you with more personalized service and to improve your online experience.

HTC may partner with third-party advertising companies who may utilize cookies, web beacons, or other technology to deliver or facilitate the delivery of targeted advertisements. HTC may use third-party advertising companies to identify and present tailored online advertisements for its goods and services. HTC does not share or provide personally identifiable information we may collect, such as names, e-mail addresses and phone numbers with our advertisers without your expressed permission.

Some content or applications, including advertisements, on the Website are served by third-parties, including advertisers, ad networks and servers, content providers and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our website. The information they collect may be associated with your personal information or they may collect information, including personal 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 (behavioral) advertising or other targeted content. We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.
How We Use Your Information

General Use – We consider Personally Identifiable Information confidential, and use it to provide our Services and for related purposes, including without limitation to detect and protect against fraud and unauthorized use of our Services, to provide you with personalized content, to process and respond to your inquiries, to improve our websites, mobile applications and Services, for the purposes for which you provided the information, as otherwise set forth in this Privacy Policy, and to enforce our legal rights, including the information, as otherwise set forth in this Privacy Policy, as well as the terms, conditions and privacy provisions contained in the applicable home security service agreement. You should also review COPS privacy policy to understand that company’s use of your information.

Audience Measurement – We may use audience measurement and other demographic data to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers.

Non-Personally Identifiable Information – HTC may use non-personally identifiable information from any Service for any reason and share it freely with affiliates, partners and other third parties, including advertisers, content providers, audience measurement and market research firms. These firms may combine this information with information about you or your community (such as the information that merchants use in delivering catalogs by mail, or census information about neighborhoods) to generate audience analysis data and for other permitted purposes. Audience analysis helps us and the program networks we carry decide on which programs and channels to carry and to improve our cable television services. We also may use this information to provide a more personalized experience by directing advertisers to channels that produce more sales as they consider, design, and evaluate advertising campaigns. This information may then be further aggregated (combined with information from many other users), and may include information such as traffic patterns, trends in connection with various types of transactions, and other information.

Home Security Services – Home security services offered by HTC are provided through Lydia Security Monitoring, Inc. d/b/a Central Office Processing Services (“COPS”). Information collected by HTC regarding your use of home security services will be subject to the terms of this Privacy Policy, as well as the terms, conditions and privacy provisions contained in the applicable home security service agreement. You should also review COPS privacy policy to understand that company’s use of your information.

How We Share Your Information

General Use – We consider Personally Identifiable Information confidential, and use it to provide our Services and for related purposes, including without limitation to detect and protect against fraud and unauthorized use of our Services, to provide you with personalized content, to process and respond to your inquiries, to improve our websites, mobile applications and Services, for the purposes for which you provided the information, as otherwise set forth in this Privacy Policy, and to enforce our legal rights, including the information, as otherwise set forth in this Privacy Policy, as well as the terms, conditions and privacy provisions contained in the applicable home security service agreement. You should also review COPS privacy policy to understand that company’s use of your information.

Marketing and Advertising – We may use your information to deliver to you opportunities to purchase certain goods and services, and to select and deliver advertisements that are relevant to your interests, and we may share your name and address to our partners or affiliates for use in their marketing, subject to your ability to limit certain uses and disclosures.

How We Use Your Information

How We Share Your Information

General Use – We consider Personally Identifiable Information confidential, and use it to provide our Services and for related purposes, including without limitation to detect and protect against fraud and unauthorized use of our Services, to provide you with personalized content, to process and respond to your inquiries, to improve our websites, mobile applications and Services, for the purposes for which you provided the information, as otherwise set forth in this Privacy Policy, and to enforce our legal rights, including the information, as otherwise set forth in this Privacy Policy, as well as the terms, conditions and privacy provisions contained in the applicable home security service agreement. You should also review COPS privacy policy to understand that company’s use of your information.

Marketing and Advertising – We may use your information to deliver to you opportunities to purchase certain goods and services, and to select and deliver advertisements that are relevant to your interests, and we may share your name and address to our partners or affiliates for use in their marketing, subject to your ability to limit certain uses and disclosures.

Audience Measurement – We may use audience measurement and other demographic data to improve our cable television service and other services and make programming and advertising more relevant to our subscribers. We may also use this information to distribute and deliver relevant programming and advertising to you without disclosing personally identifiable information about you to programmers or advertisers.

Non-Personally Identifiable Information – HTC may use non-personally identifiable information from any Service for any reason and share it freely with affiliates, partners and other third parties, including advertisers, content providers, audience measurement and market research firms. These firms may combine this information with information about you or your community (such as the information that merchants use in delivering catalogs by mail, or census information about neighborhoods) to generate audience analysis data and for other permitted purposes. Audience analysis helps us and the program networks we carry decide on which programs and channels to carry and to improve our cable television services. We also may use this information to provide a more personalized experience by directing advertisers to channels that produce more sales as they consider, design, and evaluate advertising campaigns. This information may then be further aggregated (combined with information from many other users), and may include information such as traffic patterns, trends in connection with various types of transactions, and other information.
Home Town Communications (HTC)  
Customer Privacy Policy (con’t)

orders for disclosure of your information, we may notify you of the requests or orders and then it may be up to you to object or take specific action to prevent any disclosures pursuant to those requests or orders.

Protection of Others and Our Rights – We may also use or disclose personally identifiable information about you without your consent (a) to protect our customers, employees, or property, (b) in emergency situations, (c) to enforce our rights in court or elsewhere, or directly with you, for violations of service terms, conditions or policies and/or (d) as otherwise required by law, for example, as part of a regulatory proceeding.

Sale or Merger – In the future, we may sell some or all of our assets. In the event of a sale of our assets including our database(s), the information collected by HTC will be transferred. We may also combine Personally Identifiable Information that we collect, as described above, with Personally Identifiable Information obtained from third parties for our own use to better understand our customers and provide more relevant Services.

High-Speed Internet Services – We may use automated processes to scan incoming and outgoing email messages to, for example, identify and filter out likely spam or harmful messages. We do not read or intentionally disclose the content of your email messages or other online communications except for purposes of support, maintenance, legal compliance, emergency situations and as otherwise set forth in this Privacy Policy.

Telephone Services – HTC will only use, disclose, or permit access to your CPNI as required by law or as approved by you, and as necessary to provide communications service or other services necessary to, or used in, the provision of the communications service.

Disclosure of Name and Address – Federal law allows HTC to disclose limited Personally Identifiable Information, including your name, address and level of service, to other non-affiliated entities for “mailing list” or other purposes that may or may not relate to the Services, unless you object to such disclosure in advance. Any disclosure that we make under this exception will not reveal, directly or indirectly, the extent of your viewing or other use of the Services or the nature of any transaction you make over the HTC cable system.

Third Party Websites and Services – Since we cannot control websites or Internet services operated by third parties that you may visit through use of our Services, we recommend that you review the terms of service and privacy policies of those websites and services.

Child Exploitation – We are required by law to report any evidence we may become aware of relating to violations of laws concerning child exploitation.

Your Choices Regarding The Use And Disclosure Of Your Information

You have the right to prohibit or limit certain kinds of disclosures and marketing. You may contact HTC at support@htcplus.com to ask us to put your name on our internal company “do not call” and “do not mail” lists so that you do not receive marketing or promotional telephone calls or postal mail from us or made at our request. Similarly, you may always opt-out of receiving future e-mail marketing messages from HTC by clicking on the link in the applicable marketing email and following the instructions provided there.

You also have the right to prohibit or limit disclosure of your personally identifiable information for “mailing list” or other purposes as described above in this notice. You may contact us at support@htcplus.com, or at the mailing address located on your billing statement to restrict such disclosures. Please include your name, address and account number when contacting us for this purpose.

Most web browsers permit users to disable or reject cookies, though doing so may limit the personalization available to you and your access to sections of our websites. Because a “Do Not Track” protocol has not yet been finalized, HTC’s information collection and disclosure practices, and the choices that we provide to consumers, will continue to operate as described in this Privacy Policy, whether or not a Do Not Track signal is received.

How To Access Your Information

You may check the accuracy of your Personally Identifiable Information in your account by contacting a Customer Care representative at 772.345.6000. In most cases, the personally identifiable information contained in these records consists solely of billing and account information. You may also examine the records containing your personally identifiable information at 10486 SW Village Center Drive, Port Saint Lucie, FL 34987 during business hours and at your own cost and upon reasonable prior notice to us. If you wish to examine these records, please contact the HTC office noted on your billing statement. If your review reveals an error in our records, HTC will correct it. You will only be permitted to examine records that contain Personally Identifiable Information about your account and no other account.

How Long We Keep Your Information

HTC may retain Personally Identifiable Information and other information in its regular business records while you are a subscriber and for a period of time after you are no longer a subscriber until such information is no longer needed for any business, tax or legal purpose.
How We Secure Your Information

We protect against the loss, misuse and alteration of the Personally Identifiable Information we collect through the use of appropriate administrative, technical and physical safeguards. Our servers are protected by reasonable physical and electronic security measures, and we use encryption wherever required or if we feel it is otherwise warranted. However, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose personally identifiable information.

Your Enforcement Rights

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about you, through a civil action under federal law, in addition to other rights and remedies that may be available to you under federal or other applicable laws.

Special Notice Concerning Customer Proprietary Network Information

If you subscribe to a HTC service classified as a “telecommunications service,” federal law creates separate protections with respect to information known as “customer proprietary network information” or “CPNI.” Pursuant to an order of the Federal Communications Commission (the “FCC”), our broadband Internet access service is now classified as a “telecommunications service” and certain information relating to your use of our broadband Internet Service is CPNI and subject to associated additional privacy protections and use restrictions. In the absence of specific guidance from the FCC, we will take reasonable, good faith steps to protect the CPNI of our broadband Internet customers in accordance with the requirements of the Communications Act, as applicable, and as described in this notice.

CPNI refers to the quantity, technical configuration, type, destination, location, and amount of your use of a telecommunications service that is made available to us solely by virtue of our relationship with you, as a customer. CPNI also includes information in your bills pertaining to your telephone service. CPNI does not include subscriber list information, by itself. Examples of CPNI include information that may be available from details on a customer’s monthly telephone bill — the type of line, technical characteristics, class of service, current telephone charges, long distance and local service billing records, directory assistance charges, usage data, and calling patterns.

For your protection, we require the use of a password to log into accounts where you can view your CPNI online. We will use, disclose, or permit access to CPNI to provide you with the services to which you subscribe, including for use in directories; to bill and collect for communications services; to protect our rights or property, or to protect users or other carriers or service providers from fraudulent, abusive or unlawful use of, or subscription to, such services; to provide inside wiring installation, maintenance, or repair services; as required by law; or as expressly authorized by the customer.

Although federal law permits us to use CPNI for certain marketing, we have elected not to use such information for marketing. We also do not provide or sell your CPNI to any third party for marketing activities.

Effective November 1, 2016
Home Town Communications (HTC) Service Agreement
Revised November 2016

This agreement contains a binding arbitration provision, which provides that you and HTC agree to resolve certain disputes through individual arbitration and to waive the rights to bring claims in court, have a jury resolve any disputes, and to bring group or class actions. Section 15 provides a procedure by which you may opt out of the arbitration provision.

GENERAL TERMS APPLICABLE TO ALL SERVICES

1. Use of Service. The Services are provided solely for Customer’s personal, residential use and Customer shall not use Service for any commercial purpose. Customer will not, and will not permit another person, to: resell, redistribute, or provide unlawful access to any Service in whole or in part; falsify IP address, packet header, email header, sender, or user information, such as to mask the identity of the sender, originator or point of origin; intercept, redirect or otherwise interfere with communications intended for third parties; or use any Service in any manner that violates applicable law or this Agreement or for any unlawful or fraudulent purpose, harms or interferes with use of HTC’s network, interferes with the use or enjoyment of services received by others, infringes or facilitates the infringement of intellectual property rights, results in the publication or distribution of threatening, harassing, or offensive material, invades the privacy or security of any person, impersonates any person or entity, or attempts to gain unauthorized access to any network, computer, content, database or system. The Customer whose name under which the account for Service is established or the individual named on the bulk sub-account is responsible for any access, use or misuse of the Service and HTC Equipment provided to them, whether authorized or not, including but not limited to the obligation to pay for all charges for on-demand programming and other services. Customer is responsible for selecting appropriate passwords and maintaining the confidentiality thereof, and for ensuring that all users understand and comply with all terms and conditions applicable to the Service. It is the Customer’s responsibility to notify HTC if Customer desires any of the Services disconnected.

2. Residents of Apartment Buildings and Similar Properties. In some cases, HTC provides a Service to the owners or managers of condominium complexes, apartment buildings, hotels, motels or other buildings, properties or complexes with multiple residential, dwelling or other units on a bulk-billed basis, and the HOA, owners or managers, in turn, provide the Service to units within the property. The provisions of this Agreement apply fully to each unit resident and each user through a unit resident, regardless of whether he or she has directly subscribed with or has a direct account with Company.

3. Credit Checks. HTC may verify Customer’s credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on Customer’s credit standing or past history with HTC. A deposit does not relieve Customer of their responsibility to make prompt payment of their bill. The deposits may be used, to the extent permitted by law, to offset any unpaid balance or charges but the Customer remains liable for any outstanding balances. Customer authorizes HTC to make inquiries and to receive information about your credit experience from others and to maintain this information in your file.

4. Access to Customer Premises. Customer grants HTC and its employees, representatives and agents the right to enter Customer’s premises and access HTC Equipment, the wiring within Customer’s premises and Customer Equipment as HTC deems necessary and appropriate to install, connect, inspect, maintain, repair, replace, disconnect, monitor, remove or alter HTC Equipment, check signal quality, check for signal leakage, or to install or deliver the Service. HTC or its authorized agent may disconnect, rearrange, splice or otherwise manipulate the existing wiring in or on Customer’s premises, and drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. HTC is not responsible for connecting Customer’s old antenna system or any other Customer Equipment (defined below) after Service is disconnected. Customer shall cooperate in providing such access upon request of HTC. Customer should always ask for proper identification anytime a HTC employee or representative requests entry to your property.

If identification is not provided, please do not allow access and contact us immediately. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the permission of the owner for HTC’s personnel to enter the premises to install, maintain, and repair the Service and to make any alterations that HTC deems appropriate for the work to be performed.

5. Payment and Charges. A list of applicable rates and fees (Rate Schedule) is available on request. HTC may offer promotional rates to other customers from time to time, and Customer agrees that HTC is not obligated to offer such rates to Customer or to apply such rates retroactively in the event that they are offered to Customer. HTC reserves the right to require payment
of installation fees, deposits, and the first month of a Service in advance prior to activation or installation of a Service. If Customer receives some or all of their Service as part of group or bulk account from a neighborhood association or multi-tenant property owner, Customer is responsible for payment of all fees associated with their group account. Failure to pay for Customer’s portion of the group account may result in the disconnection of Services, including some or all additional Services purchased directly from HTC. Otherwise, monthly service charges for standalone accounts or additional services will be billed in advance, and usage, one-time and other charges will be billed in arrears. Charges will generally be prorated for partial months where service begins or ends during the month. Any adjustments or additional charges are shown separately on each bill. Customer is responsible for any and all charges, damages and costs that Customer or anyone using Customer’s Service incurs. HTC may charge a reasonable service fee for all returned checks and debit card, credit card or other charge-backs, HTC has the right to present to for payment via electronic funds transfer, any returned check or declined card amount and the applicable non-sufficient funds fee. By sending your check to us, you authorize us to send the information from your check electronically to your bank for payment or to present an image copy for payment; your original check may be destroyed. Your bank account will be debited in the amount of your check as early as the same day HTC receives your check. If Customer elects to pay by automatic recurring credit card, debit card or electronic funds transfer payments, Customer authorizes HTC and any third-party payment processor HTC may use to charge such accounts. In addition to Customer’s ordinary charges, additional fees may be imposed, including fees for early termination, reconnection (regardless whether we need to visit the customer’s home to reconnect/activate service), and service calls. Customer must notify HTC in writing of any billing errors, disputes, or requests for credit within 60 calendar days of the date on the applicable invoice. HTC will maintain a customer service department to handle any billing disputes which are submitted by Customer either by telephone or by mail. HTC will not disconnect a Customer solely for the non-payment of the disputed portions of their bill within the regular due date period. PLEASE DO NOT WRITE ON YOUR BILL. All written billing, service or sales inquiries must be sent direct to Home Town Communications at 10486 SW Village Center Drive, Port Saint Lucie, FL 34987.

6. Late Payment. Payment is due on the date stated on the billing statement. If payment in full is not received within 30 days, a reminder will be placed on the customer’s next statement. If payment in full is not received within 60 (sixty) days of the original due date, a late charge will be assessed to the customer’s account. If payment in full is not received prior to the final disconnection date as listed on the disconnection notice, service will be terminated. Late charges (as specified in the Rate Schedule) apply if for any reason (a) HTC does not receive payment for the Service(s) by the payment due date or (b) you pay less than the full amount due for the Service(s). HTC does not anticipate that you will fail to pay for the Service(s) on a timely basis, and does not extend credit to customers. Customer agrees to pay the reasonable costs of collection including reasonable collection agency and attorneys’ fees and arbitration or court costs. If Customer fails to pay the full amount due, HTC, at its sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive. If Customer requests to resume Service(s) after any suspension, Customer may be required to pay a reconnection fee.

7. Taxes and Surcharges. Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, governmental charges (excluding income taxes), contributions to government programs, and surcharges that HTC is permitted by applicable law to collect from its customers, each as they may change from time to time, including any that become applicable retroactively. These may include but are not limited to surcharges for programming, license, copyright, retransmission of broadcast signals, supplier surcharges, gross receipts taxes on communications, and surcharges to recover HTC’s and its suppliers’ reasonable costs for complying with applicable government regulations.

8. Customer Responsibility for Third Party Charges and Services. It is Customer’s responsibility to pay all charges or fees assessed by any third-party service provider that Customer accesses via any HTC Service. HTC does not assist such providers in billing or collecting for their services, and HTC will not intervene on Customer’s behalf in a billing dispute with a third-party provider.

9. Changes to Services. Subject to applicable law, HTC may change its Services, programming, features, equipment, rates or charges, and Rate Schedule at any time with or without notice, including changes to content, functionality, service packages, channel lineup, hours of availability, customer equipment requirements, storage capacity, network management, or speed. If HTC does give you notice, it may be provided on your monthly bill, by email, or other communication permitted under applicable law. It is Customer’s responsibility to regularly check their postal mail, email and all postings on www.htcplus.net or other HTC websites that you are notified about. If you find a change in the Service unacceptable, you have the right to discontinue your Service, subject to the terms herein. However, if you continue to receive Service after the change, this will constitute your acceptance of the change. If Customer receives a Service under a promotion, after the promotional period ends, regular charges for the Service will apply automatically.
10. HTC Equipment and Software. “HTC Equipment” means any equipment provided or installed by HTC such as cabling, converters, digital adapters, optical network terminals, remote controls, and any other equipment provided or rented to you by HTC or its agents, excluding Customer Equipment. HTC Equipment also includes any software, firmware, or other programs, provided by HTC or third parties, contained within HTC Equipment. Customer acknowledges that HTC Equipment may be removed or changed by HTC at its discretion as it deems appropriate. HTC Equipment will remain the property of HTC in all events, including if the equipment is provided at no charge or otherwise described as “free.” Customer will not acquire any ownership or other interest in HTC Equipment, as a fixture or otherwise, by virtue of payments made pursuant to this Agreement or by the attachment of any portion to Customer’s premises.

a. Misuse of Equipment. Customer will not open, alter, misuse, or tamper with HTC Equipment. Customer will not remove HTC Equipment from the location where it was installed. Customer agrees to safeguard HTC Equipment from loss or damage of any kind, and will not permit anyone other than a HTC-authorized representative to perform any work on HTC Equipment.

b. Return of Equipment; Damaged or Lost Equipment. If Service is terminated or discontinued for any reason, Customer will promptly return HTC Equipment in the same condition as when it was received, except ordinary wear and tear. Customer will pay any expenses incurred to retrieve unreturned equipment. HTC may continue to charge a monthly Service fee until any remaining HTC Equipment is returned, collected by HTC, or fully paid for by Customer. Non-portable HTC Equipment such as cabling not requested by HTC to be returned may be left on Customer’s premises, and failure by HTC or its agents to remove HTC Equipment does not mean that HTC has abandoned the equipment. If HTC equipment is damaged, destroyed, lost or stolen while in Customer’s possession, Customer agrees to pay the full cost for a new replacement.

c. Software. For all software used in connection with HTC Equipment or the Service (“Software”), Customer agrees to comply with the terms and conditions of any applicable license agreement. HTC shall not be deemed to have granted any rights to Customer with respect to any Software other than a limited license to use the Software solely in connection with the Service. Customer will not, and will not permit any third party, to sell, assign, sublicense, transfer, copy, modify, distribute, disassemble, create a derivative work of, translate, reverse engineer, reverse assemble, remove or alter any copyright or other notice of proprietary right from, or in any manner attempt to derive the source code from the Software. If any derivative work is created by Customer or another user from the software, HTC or its licensors shall own all right, title and interest in such derivative work(s). Upon termination of your Service, you must return or destroy all versions and copies of all Software received in connection with the Service.

d. Monitoring. As a part of the provision of Service and in order to protect from unauthorized reception of Service, HTC may track through its systems the channel or Service selections indicated by customer or other information permitted by law, necessary to properly operate the Service and to protect HTC, its systems, services, Equipment and other customers.

e. Third-Party Hardware or Software. Customer is responsible for the installation, maintenance, repair and use of Customer-supplied hardware or software. HTC assumes no liability or responsibility for the installation, maintenance, compatibility, performance, or technical assistance or other support for any Customer-supplied hardware or software. Customer is still liable for payment for Service, without recourse for credit or prorated refund, for any period of time that the third-party hardware or software impairs their use of the Service. HTC has no responsibility to resolve the difficulties caused by such third-party hardware or software.

11. Customer Equipment. “Customer Equipment” means software, hardware or services that you elect to use in connection with the Service(s) or HTC Equipment. Use of the Service requires the Customer to obtain and maintain additional Customer Equipment at your own expense, such as a computer for Internet Service or television for Video Service. Customer agrees that HTC does not provide support for issues related to such Customer Equipment. HTC’s support for HTC Equipment and for its Service is limited to the quality of the signal delivered to the Customer’s premises. You agree to allow HTC and its agents the right to send software or other downloads to Customer Equipment, and install, configure, maintain, inspect and upgrade software or firmware on Customer Equipment. You warrant you are either the owner of Customer Equipment or that you have the authority to give us access. HTC reserves the right to disallow the use of Customer Equipment that it determines is not compatible with its network.

12. Customer Warranties. In addition to representations and warranties Customer make elsewhere in this Agreement, Customer also represents and warrants that he or she is at least 18 years of age, and that all information that Customer has provided or will provide to HTC during the term of this Agreement is accurate, complete and current, including without limitation legal name, address, phone number, and any payment information.

13. Privacy Policy. Customer acknowledges receipt of HTC’s Privacy Policy governing the collection, use and disclosure of Customer’s personally identifiable information.
information. The Privacy Policy may also be found on HTC’s website at www.htcplus.net. HTC may, in its sole discretion, change, modify, add or remove portions of the Privacy Policy at any time, subject to any notice provisions set forth therein. Customers with questions about HTC’s practices for handling personally identifiable information should review the Privacy Policy or contact HTC.

14. Suspension and Termination by HTC. HTC may suspend or terminate one or more Services or this Agreement at any time, without prior notice: if Customer fails to fully comply with the terms of this Agreement; if HTC determines that any use of the Services is likely to interfere with HTC’s ability to provide Service to any person or endanger the health or safety of any person; to protect HTC or its facilities; if HTC elects to discontinue to provision of a Service; or in response to a court order, government notice, or change in law. If HTC terminates Service due to a violation of this Agreement, Customer may be subject to additional fees and charges, including disconnect and termination fees. Upon termination of any Service, Customer will immediately cease use of the Service and associated HTC Equipment; and Customer will pay in full the charges for Customer’s use of the Service and HTC Equipment through the later of: (a) the effective date of termination of the Service, or (b) the date when the associated HTC Equipment has been returned to HTC. Failure to pay the total balance when due is a material breach of this Agreement and may be grounds for termination of any HTC Equipment. Following the termination of Customer’s account for any reason, HTC is authorized to delete any settings, history, files, programs, data, e-mail addresses or messages associated with such account. If applicable, such deletion may include Customer forfeiting their user names, all e-mail, IP and website addresses.


a. Arbitration. If you have a Dispute (as defined below) with the Company that cannot be resolved informally, you or HTC may elect to arbitrate that Dispute in accordance with the terms of this Section (the “Arbitration Provision.”) If arbitration is demanded by either party in accordance with the terms herein, neither you nor HTC will have the right to litigate that Dispute in court. In arbitration there is no judge or jury and there is less discovery and appellate review than in court. By agreeing to this Arbitration Provision, you may be waiving constitutional or statutory rights.

b. Disputes. “Dispute” means any claim or controversy between you and HTC regarding any aspect of your relationship with HTC, including, without limitation, any and all: (1) claims for relief and theories of liability, whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this or any prior Agreement; (3) claims that arise after the expiration or termination of this Agreement, (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class, and (5) the validity, enforceability, or scope of this Arbitration Provision. “Dispute” is to be given the broadest possible meaning that will be enforced.

c. Right to Opt Out. IF YOU DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, YOU MUST NOTIFY HTC IN WRITING WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST RECEIVE THIS AGREEMENT. Requests must be sent by mail to Home Town Communications 10486 SW Village Center Dr., Port St. Lucie FL 34987 Attn: Arbitration Opt-out. Your written notification to HTC must include your name, address and HTC account number as well as a clear statement that you do not wish to resolve disputes with HTC through arbitration. Your decision to opt out of this arbitration provision will have no adverse effect on your relationship with HTC or the delivery of services to you by HTC. If you previously opted out of arbitration with respect to the account governed by this agreement, you need not do so again.

d. RESTRICTIONS: (1) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, YOU MUST CONTACT US WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO A DISPUTE, OR YOU WAIVE THE RIGHT TO PURSUE ANY CLAIM BASED UPON SUCH EVENT, FACTS OR DISPUTE. (2) ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL), OTHER SUBSCRIBERS, OR OTHER PERSONS SIMILARLY SITUATED.

e. Selection of Arbitrator, and Applicable Rules and Law. The arbitration proceeding shall be administered by JAMS (“Arbitrator”) under the Arbitrator’s “Stream-lined Arbitration Rules and Procedures” that are in effect when the arbitration is initiated, supplemented by the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses (collectively, “Arbitrator Rules”). The Arbitrator Rules are available at www.jamsadr.com or by calling 800.352.5267 or 305.371.5288.

f. The Services provided to you by HTC concern interstate commerce, so the Federal Arbitration Act (“FAA”), not any state arbitration law, shall govern the arbitrability of all Disputes and the application and enforceability of this Arbitration Provision. Applicable federal law or Florida law, however, shall apply to and govern the substance of any Disputes. No state
attempt to mutually resolve a dispute prior to the filing
arbitration, so that you and we have an opportunity to
days’ advance written notice, of your intent to seek
payment of your filing fee if you provide us with thirty
by the Arbitrator Rules. HTC will reimburse you for
of all arbitration fees and expenses will be governed
i. Payment of Arbitration Fees and Expenses.
Any in-person hearing will take place at a location
Arbitrator Rules will determine the right to a hearing.
$50,000 or less, you may choose whether to conduct
an individual basis any relief that would be available
in a court, including injunctive or declaratory relief
and attorneys’ fees. The arbitrator will make any award in
writing but need not provide a statement of reasons
or proprietary information. The arbitrator may award
customer account information and other confidential
applicable law and will take reasonable steps to protect
arbitrator will honor claims of privilege recognized by
A single arbitrator will resolve the Dispute. The
arbitrator will honor claims of privilege recognized by
applicable law and will take reasonable steps to protect
customer account information and other confidential
or proprietary information. The arbitrator may award
appropriate jurisdiction to appoint an arbitration
organization that will enforce this Arbitration Provision
as written. If there is a conflict between this Arbitration
Provision and the rest of this Agreement, this
Arbitration Provision shall govern.
g. Arbitration Procedures. The party initiating the
arbitration proceeding may open a case with the
Arbitrator by sending a written Demand for Arbitration
to both HTC and JAMS. An explanation of the contents
and procedures required for making a Demand for
Arbitration are explained in the Arbitrator’s Rules. The
Demand for Arbitration may be filed with JAMS by
sending a copy to:
JAMS Dispute Resolution Center
2500 N. Military Trail, Suite 200
Boca Raton, FL 33431
A single arbitrator will resolve the Dispute. The
arbitrator will honor claims of privilege recognized by
applicable law and will take reasonable steps to protect
customer account information and other confidential
or proprietary information. The arbitrator may award
on an individual basis any relief that would be available
in a court, including injunctive or declaratory relief
attorneys’ fees. The arbitrator will make any award in
writing but need not provide a statement of reasons
unless requested by a party. An award granted by the
arbitrator may be enforced in any court with
appropriate jurisdiction over the parties.
h. Arbitration Hearing and Location. If the Dispute is for
$50,000 or less, you may choose whether to conduct
the arbitration solely on the basis of documents
submitted to the arbitrator, through a telephonic hearing,
or by an in-person hearing as established by the
Arbitrator Rules. If the Dispute exceeds $50,000, the
Arbitrator Rules will determine the right to a hearing.
Any in-person hearing will take place at a location
convenient to you within a reasonable distance of the
area where you receive the Services from HTC.
i. Payment of Arbitration Fees and Expenses. Payment
of all arbitration fees and expenses will be governed
by the Arbitrator Rules. HTC will reimburse you for
payment of your filing fee if you provide us with thirty
days’ advance written notice, of your intent to seek
arbitration, so that you and we have an opportunity to
attempt to mutually resolve a dispute prior to the filing
of arbitration. You should mail or deliver the notice to:
Home Town Communications, 10486, SW Village
Center Drive, Port St. Lucie, FL 34987 Attn.
Arbitration Request. You are responsible for paying
fees and expenses for your attorneys, witnesses, and
experts in arbitration. HTC will not seek attorneys’
fees and expenses in arbitration, unless the arbitrator
determines the Dispute is frivolous or brought for an
improper purpose. If the arbitrator determines that the
Dispute is frivolous or brought for an improper purpose,
you agree to reimburse HTC for previous payments it
made that otherwise would have been your obligation
to pay under the Arbitrator Rules and applicable law.
j. Severability and Waiver of Jury Trial. If any clause
within this Arbitration Provision is found to be illegal
or unenforceable, that clause will be severed from
this Arbitration Provision, and the remainder of this
Arbitration Provision will be given full force and effect.
If the class action and class arbitration waiver set forth
herein is found to be illegal or unenforceable, the entire
Arbitration Provision will be unenforceable, and the
Dispute will be decided by a court. WHETHER IN
COURT OR IN ARBITRATION, YOU AND HTC EACH
HEREBY AGREE TO WAIVE, TO THE EXTENT
PERMITTED BY APPLICABLE LAW, ANY TRIAL
BY JURY.
k. Small Claims Exclusion from Arbitration.
You and HTC agree that any claim that is not
aggregated with the claim of any other subscriber and
whose amount in controversy is properly within the
jurisdiction of a small claims court will not be subject
to arbitration.
16. Limitations of Warranties and Liability.
Pursuant to the Arbitration Provision, this Agreement
is an “Arbitration Agreement,” and as such, it is
required to be specific about how it does or does not
apply to the parties’ rights and obligations. If this
Agreement conflicts with any other agreements or
provisions that you had with HTC prior to entering into
this Agreement, the terms of this Agreement will prevail.
Pursuant to the Arbitration Provision, this Agreement
contains a class action and class arbitration waiver. If
you have any questions about the Arbitration Provision
or its effect on your rights and obligations, please ask
us. If you do not agree with the Arbitration Provision,
you cannot become a subscriber to the Services. You
will delete or transfer all of the Services that you are
using at the time that you notice HTC that you do not
agree with the Arbitration Provision. If you do not
agree with the Arbitration Provision, you will not be
able to use the Services at all.
In the event that you are unable to resolve any
conflicts or disputes arising under this Agreement,
you and HTC may submit such conflicts or disputes
to arbitration. The Arbitration Provision shall govern.
If there is a conflict between this Arbitration
Provision and the rest of this Agreement, this
Arbitration Provision shall govern.
If the Dispute is for
arbitration statute shall apply to the arbitration
proceeding. If there is a conflict between this
Arbitration Provision and the rules of the arbitration
organization, this Arbitration Provision shall govern. If
the Arbitrator will not enforce this Arbitration Provision
as written, it cannot serve as the arbitration
organization to resolve your Dispute with HTC. If this
situation arises, the parties shall agree on a substitute
arbitration organization. If the parties are unable
to agree, the parties shall mutually petition a court
of appropriate jurisdiction to appoint an arbitration
organization that will enforce this Arbitration Provision
as written. If there is a conflict between this Arbitration
Provision and the rest of this Agreement, this
Arbitration Provision shall govern.
g. Arbitration Procedures. The party initiating the
arbitration proceeding may open a case with the
Arbitrator by sending a written Demand for Arbitration
to both HTC and JAMS. An explanation of the contents
and procedures required for making a Demand for
Arbitration are explained in the Arbitrator’s Rules. The
Demand for Arbitration may be filed with JAMS by
sending a copy to:
JAMS Dispute Resolution Center
2500 N. Military Trail, Suite 200
Boca Raton, FL 33431
A single arbitrator will resolve the Dispute. The
arbitrator will honor claims of privilege recognized by
applicable law and will take reasonable steps to protect
customer account information and other confidential
or proprietary information. The arbitrator may award
on an individual basis any relief that would be available
in a court, including injunctive or declaratory relief
attorneys’ fees. The arbitrator will make any award in
writing but need not provide a statement of reasons
unless requested by a party. An award granted by the
arbitrator may be enforced in any court with
appropriate jurisdiction over the parties.
h. Arbitration Hearing and Location. If the Dispute is for
$50,000 or less, you may choose whether to conduct
the arbitration solely on the basis of documents
submitted to the arbitrator, through a telephonic hearing,
or by an in-person hearing as established by the
Arbitrator Rules. If the Dispute exceeds $50,000, the
Arbitrator Rules will determine the right to a hearing.
Any in-person hearing will take place at a location
convenient to you within a reasonable distance of the
area where you receive the Services from HTC.
i. Payment of Arbitration Fees and Expenses. Payment
of all arbitration fees and expenses will be governed
by the Arbitrator Rules. HTC will reimburse you for
payment of your filing fee if you provide us with thirty
days’ advance written notice, of your intent to seek
arbitration, so that you and we have an opportunity to
attempt to mutually resolve a dispute prior to the filing
of arbitration. You should mail or deliver the notice to:
Home Town Communications, 10486, SW Village
Center Drive, Port St. Lucie, FL 34987 Attn.
Arbitration Request. You are responsible for paying
fees and expenses for your attorneys, witnesses, and
experts in arbitration. HTC will not seek attorneys’
fees and expenses in arbitration, unless the arbitrator
determines the Dispute is frivolous or brought for an
improper purpose. If the arbitrator determines that the
Dispute is frivolous or brought for an improper purpose,
you agree to reimburse HTC for previous payments it
made that otherwise would have been your obligation
to pay under the Arbitrator Rules and applicable law.
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within this Arbitration Provision is found to be illegal
or unenforceable, that clause will be severed from
this Arbitration Provision, and the remainder of this
Arbitration Provision will be given full force and effect.
If the class action and class arbitration waiver set forth
herein is found to be illegal or unenforceable, the entire
Arbitration Provision will be unenforceable, and the
Dispute will be decided by a court. WHETHER IN
COURT OR IN ARBITRATION, YOU AND HTC EACH
HEREBY AGREE TO WAIVE, TO THE EXTENT
PERMITTED BY APPLICABLE LAW, ANY TRIAL
BY JURY.
k. Small Claims Exclusion from Arbitration.
You and HTC agree that any claim that is not
aggregated with the claim of any other subscriber and
whose amount in controversy is properly within the
jurisdiction of a small claims court will not be subject
to arbitration.
16. Limitations of Warranties and Liability.
PLEAS
b. Limitations of Liability; Exclusive Remedy.  Neither party shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages (including without limitation, lost business, revenue, profits, or goodwill) arising in connection with this agreement or the provision of service hereunder (including any service implementation delays and/or failures), under any theory of tort, contract, warranty, strict liability or negligence, even if the party has been advised, knew or should have known of the possibility of such damages, except as expressly set forth in this section. HTC’s entire liability and customer’s exclusive remedy with respect to the use of the service, HTC equipment and any software, or any breach by HTC of any obligation HTC may have under this agreement, shall be customer’s ability to terminate the service. Regardless of cause, HTC shall not be liable for damages for failure to furnish, or for the degradation or interruption of, any service; for any lost data or content; identify theft; or any damage to customer equipment, property, or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of service. In no event shall HTC’s liability to customer for any claim arising out of this agreement exceed the amount paid by customer to access and use the service for a period of three months. Customer hereby releases HTC from any and all obligations, liabilities and claims in excess of this limitation.

c. Limitations of Liability for Service Failure; Outage Credits. Customer understands and agrees that the Service is not fail-safe and may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons that may be beyond HTC’s reasonable control. Temporary service interruptions shall not constitute a failure by HTC to perform under this Agreement. Customer’s sole and exclusive remedy for any service interruption is a pro-rated credit for monthly recurring service charges for complete failure of a Service of at least twenty-four consecutive hours. Service interruptions do not include any failure of a service or loss of access to a service that is caused by Customer or any person Customer permits to enter his property or use a Service, Customer’s Equipment, loss of power at Customer’s premises, or any force majeure event or other circumstance beyond HTC’s control. TO QUALIFY FOR A CREDIT, YOU MUST REQUEST IT WITHIN 90 DAYS OF THE SERVICE INTERRUPTION.

d. No Liability Arising from Content, Communications, or Third-Party Services. Customer acknowledges that content, communications, or applications that Customer may access or transmit through the Service are provided by independent content providers, over which HTC does not exercise or disclaim any control. HTC does not preview content or exercise editorial control; does not endorse any opinions or information accessed through the Service; and assumes no responsibility for content or other material received from a third party. HTC specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and Users accessing other content, communications, or applications through the Service do so at their own risk, and Customer holds harmless HTC from any liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content, communications, or applications, and from any damage to or loss or destruction of any of Customer’s hardware, software, files, data or peripherals which may result from Customer’s use of any Service or from the installation, maintenance or removal of any Service, network, or related equipment or software.

e. Force Majeure Event. HTC shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Service or other inability to perform any obligations under this Agreement, directly or indirectly caused by circumstances beyond HTC’s control, including but not limited to inability to use or damage to poles, cables, rights-of-way, communications satellite or other facilities; strike or labor disputes; disputes with service or content providers; acts of mischief, war, riot, terrorism or insurrection; criminal, illegal or unlawful acts; natural
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Revised November 2016 (con’t)

causes; acts of God, fire, flood, lightening, wind, ice, earthquake, tornado, or other weather conditions or storm; explosion, power blackout, cable cut, or acts of third parties not acting under the direction of HTC; unavailability of services or materials upon which the Service relies; mechanical or power failures; inability to access Customer premises; or any order, law or ordinance in any way restricting the operation or delivery of a Service.

f. Interference. Customer waives all claims against HTC and its service providers, for interference, disruption, or incompatibility between HTC Equipment or the Service and any other service, systems, or equipment. Should any antenna, or signal amplification system or other third-party device interfere with the Service provided by HTC, HTC is not obligated to distribute a signal to the premises better than the highest quality which can be furnished as a result of such interference. In the event of such interference, disruption, or incompatibility, your sole remedy shall be to terminate the Service in accordance with the Agreement.

17. Indemnification. Customer agrees to defend, indemnify and hold harmless HTC, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons and entities involved in providing the Services or HTC Equipment from and against any and all claims, losses, suits and expenses, including reasonable attorneys’ fees, arising out of or related in any way to (a) the use of the Service or HTC Equipment by Customer; (b) the use of any other products or services provided by HTC; (c) the injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of HTC Equipment, facilities or associated wiring, (d) libel, slander, or the infringement of intellectual property or other rights arising directly or indirectly from the material transmitted over the facilities of HTC or by Customer’s use of or interaction with the Service or Equipment; (e) claims by the owner of property arising from HTC’s access of such property to provide a Service to Customer; and (f) against all other claims arising out of any act or omission of Customer, including but not limited to breach of this Agreement.

18. Enforcement. Customer authorizes HTC and its affiliates to cooperate with law enforcement authorities and other service providers in the investigation or prosecution of criminal violations and to enforce this Agreement. Such cooperation may include providing certain Customer identifying information to these parties, to the extent permitted by applicable law.

19. Notice. HTC may deliver any required or desired notice to Customer by posting the notice on HTC’s website, in any invoice sent to Customer, by sending notice via email to any email address provided to HTC by Customer, or U.S. postal mail to Customer’s billing or service address. Customer agrees that any one of the foregoing will constitute sufficient notice. Because HTC may from time to time notify Customer about important information regarding the Service, Privacy Policy and the Agreement by such methods, Customer agrees to regularly check their postal mail, email, and all postings on the HTC website.

20. Miscellaneous.

a. No Assignment. Customer may not assign, or transfer in any manner, the Service or any rights associated with this Agreement.

b. Severability. If any term or condition of this Agreement shall be adjudicated or determined as invalid or unenforceable by a court, tribunal or arbitrator with appropriate jurisdiction over the subject matter, the remainder of the Agreement with respect to such claim shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

c. Survival. All representations, warranties, disclaimers, indemnifications, dispute resolution including the Arbitration Provision, payment obligations, and limitations of liability contained in this Agreement shall survive the termination of this Agreement, or your Services with HTC, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination.

d. Modifications. Customer may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose. HTC may modify the Agreement pursuant to the change provisions set forth herein.

e. Entire Agreement. This Agreement, the HTC Acceptable Use Policy and Network Neutrality Policies, the Privacy Policy, and the Rate Schedule (collectively, and together with this Agreement, the “Customer Agreements”), as they may be changed from time to time constitute the entire agreement between the parties and supersede and nullify all prior understandings, promises or undertakings with respect to the Service and HTC Equipment. Our website always contains the most current versions of our Customer Agreements.

f. Governing Law. This Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of law provisions.

g. No Third Party Beneficiaries. The parties agree that the terms of this Agreement and the parties’
respective performance of obligations as described are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights under this Agreement nor the right to require the performance of obligations by either of the parties under this Agreement.

h. No Waiver. The failure of HTC to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of HTC or the ability to assert or enforce such right at any time in the future.

ADDITIONAL TERMS APPLICABLE TO VIDEO SERVICE

In addition to the general terms above, the following additional terms are applicable to Video Service:

21. Use of Service. You may not rebroadcast, transmit, perform, publicly display or charge admission to view or listen to any of the programming made available by the Service. Customer is responsible for assuring that adult-oriented programming services are not ordered or viewed by persons less than 18 years of age.

22. Programming Availability. HTC has no obligation to provide any particular programming service or channel as part of its Service, and Customer agrees that you are not entering into this agreement or purchasing the Video Service in reliance on an expectation or promise (explicit or implicit) that any particular programming service or set of programming services shall be included. Purchase of individual premium channels requires a subscription to one of HTC’s basic programming tier packages. In the event particular programming becomes unavailable, either on a temporary or permanent basis, such as due to a dispute between HTC and a third-party programmer, HTC shall not be liable for compensation, damage, credits or refunds of fees for the missing or omitted programming, except that HTC may provide pro-rated refunds for programming that had been purchased on an a la carte basis. Customer’s sole recourse in such an event shall be termination of the Video Service. HTC has the right at any time to preempt, without prior notice, specific programs or services advertised as available to customer and to determine what substitute programming, if any, shall be made available. Certain Services transmitted by us, including but not limited to some subscription services, sporting events and broadcast network services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action.

23. Parental Control. Video Service includes material that some persons may consider to be offensive, sexually explicit or objectionable. Applications that enable users to block certain programming, i.e., parental controls, are available through certain HTC Equipment rented by HTC and also from third parties. HTC makes no representation or warranty regarding the effectiveness of such parental control applications.

ADDITIONAL TERMS APPLICABLE TO INTERNET SERVICE

In addition to the general terms above, the following additional terms are applicable to Internet Service:

24. Use of Service. Customer shall not and shall not allow others to use the Internet Service to:
(a) transmit any file that contains a virus, worm, spyware, time bomb, cancel bot, corrupted file, root kits, ransomware, Trojan horse or other harmful or debilitating feature that may damage the operation of another’s computer, network, system or other property, or be used to engage in hijacking; (b) distribute any mass unsolicited e-mail, including commercial advertising, solicitations for donations, or chain mail; (c) cause any unusually large burden on the network or otherwise generate large levels of traffic; (d) use, possess, post, transmit or disseminate material that is obscene, profane, pornographic, unlawful, threatening, abusive, libelous, slanderous, defamatory, encourages conduct that would constitute a criminal offense, or gives rise to civil liability; (e) access or use, without the consent of the owner, any computer, software, data, confidential or proprietary content, or copyrighted, trademarked or patent protected material; (f) interfere with computer networking or other services to or from any Internet user, host or network, including but not limited to perpetrating denial of service attacks, overloading a service, improper seizure or abuse of operator privileges, hacking, or attempting to crash a host or service; (g) operate a commercial server in connection with the Service, including FTP, IRC, SMTP, POP, HTTP, DNS or any multi-user forums; (h) scan any device without the knowledge or consent of such person; or (i) use an IP addresses that the Customer does not have a right to use. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is HTC policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any Customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who HTC, in its sole discretion, believes is infringing these rights. HTC may terminate the Service at any time with or without notice for any affected customer or user.
Home Town Communications (HTC) Service Agreement
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25. E-mail. As part of the subscription to Internet Service, Customer will be provided with the ability to set up a limited number of email addresses. Customer is responsible for the setup and proper usage of these addresses. HTC reserves the right to limit the storage capacity of e-mail accounts, and to modify, delete or correct any accounts that exceed such limitations. HTC reserves the right to reclaim any inactive e-mail addresses or accounts from Customer at HTC’s sole discretion and without notice. HTC shall have no liability whatsoever as the result of the loss or destruction of any information, data, names or addresses.

26. Personal Web Pages and Content. Customer is solely responsible for any information, material or content that Customer publishes on its web pages or otherwise makes available on the Internet. Customer should take appropriate precautions to prevent minors from receiving inappropriate content. HTC reserves the right to refuse to post or to remove any information, materials or content, in whole or in part, that it deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

27. Service Performance and Network Management. HTC has no obligation to track usage of Customer; however, as part of providing the Service and in order to protect from unauthorized reception of Service, HTC may track certain usage, patterns and selections indicated by Customer or other information necessary to satisfy any law or regulation, to properly operate the Internet Service and to protect HTC, its system, network, services, equipment and customers. Customer agrees that actual upload or download speeds that are experienced at any given time will vary based on a number of factors, including the capabilities of Customer’s equipment, Internet congestion, the performance of network equipment, the technical properties of websites visited, environmental factors, the content and applications accessed, the condition of any lines between these two points, and any network management tools and techniques employed by HTC. HTC reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage. Information about HTC’s network management practices and performance is available on HTC’s website. Customer and Customer’s Internet Service are subject to the limitations and requirements set forth therein, including any provisions related to bandwidth and data usage and storage.

28. Security; Network Integrity. HTC does not guarantee that Customer is protected from hackers, viruses, malware, or other harmful elements that may result from using the Internet Service, and as such, Customer should not rely on HTC to provide such protection. HTC does not encrypt Customer’s traffic and third parties may be able to access Customer’s traffic and devices from across the Internet, include your software, files and data. Customer is solely responsible for any security devices or software that you choose to connect or install on your devices. It is Customer’s responsibility to protect Customer’s computer and data from harmful malware by installing firewall and other anti-virus software. HTC may run third-party virus check software or other protection measures over its network; however, HTC does not represent, warrant or covenant that such measures will detect, repair or correct any or all harmful material.

29. Back-up. Customer agrees to back-up all existing computer files prior to initiation of or any change in Service, equipment or software, and accepts sole responsibility for lost or damaged files, data or programs. HTC shall have no liability whatsoever for any damage or loss or destruction of any of Customer’s software, files, data or peripherals.

ADDITIONAL TERMS APPLICABLE TO TELEPHONE AND OTHER SERVICES

30. You may receive telephone or other communication services (“Other Services”) from a company other than HTC, and HTC may bill you for those Other Services as a convenience to you and providers of Other Services. Your use of Other Services could be subject to terms and conditions other than those contained in this Agreement.

31. HTC MAKES NO WARRANTY, EXPRESSED OR IMPLIED, AS TO OTHER SERVICES, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

32. You understand and agree that HTC is not an insurer of person, life, limb, or property. You acknowledge that HTC does not guarantee in any way that no loss or damage will occur and that HTC is not assuming responsibility for any personal injury, loss of life, or property loss or damage which may occur or which may arise due to the faulty operation of Other Services, or the failure of any Other Service to operate.

33. You agree and acknowledges that such third-party provider or providers Other Services are not insurers and you agree that all terms and conditions of this agreement shall apply for the benefit of such third parties, their directors, officers, employees, and agents as fully as if they had been specifically names herein in place of HTC.
Effective November 1, 2016

This Service Agreement states the terms and conditions applicable to the purchase and use of the cable video and internet services (individually and collectively the “Service”) provided by Home Town Cable TV, LLC (“HTC”). All persons who use any of the Services (“Customer” or “you”) agree to be bound by the terms of this Agreement, as applied to Customers. HTC may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with the notice provisions of this Agreement. Your continued use of the Service following such notice shall be deemed acceptance of the revised Agreement. If you do not wish to continue to be subject to the revised Agreement, you must immediately notify HTC of your intent to terminate and stop use of the Service and must return all HTC Equipment.

Please call 772.345.6000 should you decide to alter your services, move or to make any other changes.
Home Town Cable TV LLC d/b/a Home Town Communications (“HTC”) is committed to providing our Internet services (the “Service”) as an open platform for innovation, investment, job creation, economic growth, competition, and free expression. We do not discriminate in transmitting lawful network traffic except as reasonably necessary to manage our network effectively for the benefit of our customers as described below. We will not block you or other users of our Service from sending and receiving the lawful content of your choice, running lawful applications and using lawful services or your choice. You may connect your choice of legal devices that do not harm the network or the provision of Internet access service, facilitate theft of service, or harm other users of our services. The purpose of this disclosure is to make available information regarding our network management practices and the performance and commercial terms of our Service to enable you to make informed choices regarding the purchase and use of our Services, in accordance with Part 8 of the Rules of the Federal Communications Commission.

Service Options and Performance

HTC provides residential and commercial customers with a variety of high-speed Internet plans from which to choose. The majority of our customers can choose between download/upload speeds, measured in megabits per second (“Mbps”), of 1000Mbps/50Mbps; 150Mbps/10Mbps; 100Mbps/10Mbps; 60Mbps/6Mbps; 40Mbps/5Mbps, and 25Mbps/5Mbps. Not all options are available in all areas.

While we engineer our network to achieve the speeds for each of the service tiers we offer, actual speed and latency may vary depending upon many factors. We generally expect that, absent the factors described below, actual performance of our services will exceed the advertised download and upload speeds set forth above at least 95% of the time, and that at least 90% of subscribed speed is available at other times. Our expected network performance metric for latency for communications outside HTC’s network is estimated at 60 milliseconds. HTC cannot guarantee exact speeds to customer premises equipment at all times. Each of the following variables can affect the speed experienced by a customer:

1. Performance of a customer’s device (such as computer or tablet), including its age, processing capability, operating system, the number of applications running simultaneously, and the presence of any adware or viruses.
2. Type of connection between a customer’s device and any router. Wireless connections may be slower than direct connections. Customers are responsible for determining whether wireless routers or other equipment are suitable for their services.
3. The distance packets travel (round trip time of packets) between a customer’s device and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. A customer’s connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will likely affect the overall speed of that Internet connection.

<table>
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<tr>
<th>Tier Speed (Up to Download/Upload Speeds)</th>
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<tbody>
<tr>
<td>1000Mbps/50Mbps</td>
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<td>150Mbps/10Mbps</td>
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<td>100Mbps/10Mbps</td>
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<td>60Mbps/6Mbps</td>
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4. Congestion. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.

5. Gating of speeds or access by the website or destination. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer’s connection.

6. The performance of any router that you have installed. Router performance may degrade over time, and certain routers are not capable of handling higher speeds.

Customers may test Service speeds using commercial speed tests available online. However, all speed tests have biases and flaws, and should be considered only as informational and not a reflection of actual performance. While these third party tests often do not reliably measure the speed of Internet service, if you are consistently testing substantially below your expectations, please contact us for assistance.

Email Services
Each Service account includes up to 100MB of storage for email service.

Network Management
We attempt to block commonly known malware and malicious ports and protocols. In rare cases we may take other corrective action after providing written notice to a customer who has violated the terms of service or who is using traffic in a manner that could harm us, our network, or the experience of other users. At this time we do not target specific types of traffic based on their technology or their provider, modify protocol fields in ways not prescribed by the protocol standard, inhibit or favor certain applications or classes of applications, block or manage any specific protocols or protocol ports, or engage in congestion management.

Privacy Policies
Your use of the Service constitutes an agreement to our Privacy Policy, which is available at http://www.htcplus.net. We do not store usage data, provide any information about customers’ usage to any third party, or engage in deep packet inspection or any other inspection of content or usage data for non-network purposes, except to the extent required by applicable law.

Equipment
Customers can connect their computers or laptops directly to the HTC network without the need for a modem.

Resolving Complaints and Questions
If you have any questions or concerns about your Services, please contact us at 772.345.1000 or write to us at Home Town Communications, 10486 SW Village Center Drive, Port Saint Lucie, FL 34987.
Terms of Service: Home Town Communications
Acceptable Use Policy

Use of the Service constitutes your agreement to assure that you and all users of the service provided to your premises comply with the following Acceptable Use Policy (the “AUP”). The purpose of the AUP is to enable HTC to provide all of our customers with high-quality, reliable Internet service. HTC reserves the right to immediately terminate the Service if you or persons using your service fail to comply with this AUP or other HTC policies. If you do not agree to comply with all of the terms of this AUP, you must immediately stop use of the Service and notify HTC.

It is the customer’s responsibility to secure their computer equipment and other devices so that they are not vulnerable to external threats such as viruses, spam, and other methods of intrusion.

A Customer shall not use, nor shall it permit others, to use the Service:

a. for any unlawful, immoral, invasive, infringing, defamatory, fraudulent, or obscene purpose;
b. to send unsolicited email of any kind, regardless of the content or nature of such messages or post the same or similar message to one or more newsgroups;
c. to send any virus, worm, Trojan horse or harmful code or attachment;
d. to alter, steal, corrupt, disable, destroy, trespass or violate any security or encryption of any computer file, database or network;
e. so as to interfere with the use of the network by other customers or authorized users;
f. in violation of the acceptable use policies of HTC’s underlying providers; or
g. in a manner which, in HTC’s opinion, is inconsistent with the generally accepted rules of Internet etiquette and conduct.

Customers shall not, nor shall it permit others to alter, tamper with, adjust, repair or circumvent any aspect of the Service; or resell, pass-through, sublicense, rent, lease, timeshare or rebrand the Service or otherwise provide the Service to any party not within Customer’s enterprise and related personnel.
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.

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.
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 to 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 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...
Home Town Communications Website Terms of Use and Privacy Policy (con’t)

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.
Release of insured losses and waiver of subrogation.

You hereby agree: (x) to release any and all claims, losses, damages, costs and expenses due to company for all loss, damage and expense in the event that company or representatives first pay) for all losses, damages, costs and expenses including, without limitation, attorneys’ fees, which may be asserted against or incurred by company or representatives.

Discretionary limitation of liability. You understand and agree: (i) increase in such limit of liability, but this charge or any amount of such limited liability, you may, as a matter of right, obtain a higher limit by paying a charge for the increased limit of liability; (ii) breach of warranty, express or implied, breach of contract, express or implied, breach of warranty, express or implied, or by loss or damage to or malfunction of facilities necessary to operate the system, transmit any signal or video image, or operate any monitoring facility.

You further understand and agree: that should there arise any liability on the part of company or representatives for any loss, damage, cost or expense due to active or passive sole, joint or several negligence of any kind or degree which occurs before or after the signing of this agreement, product or strict liability, breach of warranty, express or implied, breach of contract, express or implied, or for contribution or indemnification, such liability shall be limited to the maximum sum of $1,000.00 Collectively for company and representatives.

In the event that you wish to increase the maximum amount of such limited liability, you may, as a matter of right, obtain a higher limit by paying a charge for the increase in such limit of liability, but this charge or any higher limitation shall in no way be interpreted to hold company or representatives as an insurer.

Transmission of data, video or voice. You acknowledge and agree that the system is a non-supervised reporting device. If the transmission medium for delivery of data, with the system or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the monitoring facility. Further, you understand that (i) a video system enables company to view your premises (“premises”), and (ii) a two-way voice system enables company to “listen-in” to your premises. You authorize and consent to company viewing your premises and the area outside of your premises and listening-in and release company and representatives for all claims, losses, damages, costs and expenses due to company viewing your premises and the area outside of your premises and listening-in to your premises.

Release of insured losses and waiver of subrogation.

You hereby agree: (x) to release any and all claims, losses, damages, costs and expenses due to company for all loss, damage and expense in the event that company or representatives first pay) for all losses, damages, costs and expenses including, without limitation, attorneys’ fees, which may be asserted against or incurred by company or representatives.

Indemnification. If anyone other than you, including your insurance company, asks company or representatives to pay for any loss, damage or expense (including, without limitation, economic losses, property damage, personal injury or death) due to (i) breach of contract or warranty, express or implied, (ii) active or passive sole, joint or several negligence of any kind or degree by company or representatives, (iii) failure or malfunction of the system or the monitoring facility, (iv) recording of communications or video surveillance/recording, (v) product or strict liability, Or (vi) a claim for subrogation, indemnification or contribution, you agree to pay (without any condition that company or representatives first pay) for all losses, damages, costs and expenses including, without limitation, attorneys’ fees, which may be asserted against or incurred by company or representatives.

Suspension of service. Should there be a termination or suspension of the contract between dealer and company, or upon termination or suspension of monitoring services for any reason under company’s contract with dealer, or if the system excessively sends video images or signals to company’s monitoring facility, you unconditionally and irrevocably authorize company to, without limitation, concurrently or consecutively, do any one or more of the following: ignore all video images and signals received from the system, disconnect the system, or render the system incapable of signaling locally or communicating with the monitoring facility by deletion or modification of data necessary to operate the system and company’s obligations hereunder are waived automatically without notice to you.

You agree that company’s obligations hereunder are waived automatically without notice and you release company for all loss, damage and expense in the event the monitoring facility, equipment, or facilities necessary to operate the system or monitoring facility are interrupted, circumvented, compromised, destroyed, damaged, inoperable or malfunction (collectively, an “interruption”) for any reason whatsoever including, without limitation, company’s sole, joint or several negligence, for the duration of such interruption of service.

False alarms. In the event the system is activated for any reason whatsoever, you shall pay, without any right to be reimbursed by company, all fines, fees, costs, expenses and penalties assessed against you or company by any court or governmental agency.

Binding agreement. This agreement becomes binding upon company only (i) when signed by an authorized representative of company, who must be a corporate officer if (a) there are any additions to the agreement, or (b) any of the printed terms and conditions have been altered, deleted or substituted by other wording, or (ii) upon commencement of services. Provided, however, in such event clause (ii) applies, you agree that (x) any and all modifications to this agreement by you are deemed rejected by company, and (y) the only terms and conditions applicable to the services provided to or for you are set forth in this unmodified agreement.

Applicable law. This agreement shall be governed by and construed according to the laws of new jersey.

Type and place of suit. You and company each unconditionally and irrevocably agree that all claims, actions or proceedings arising out of or from, in
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of Service (Alarm Monitoring is provided through Lydia Security
Monitoring, Inc d/b/a as Central Office Processing Services,
COPS) (con’t)

connection with, as a result of, related to or as a consequence of this agreement or the services (a “suit”) shall be limited to breach of this agreement only (all other types of claims being hereby waived and company and representatives being hereby released) brought exclusively in the state or federal courts located in the district or county where company’s monitoring facility is located and you and company each unconditionally and irrevocably consent to the exclusive jurisdiction of these courts.

10. Service of process. You and company each authorize and consent to service of process by U.S. Mail, certified, return receipt requested, or national overnight courier service (with confirmation of receipt).

11. Waiver of trial by jury. You and company each hereby waive any right to trial by jury in any suit brought by either party.

12. Contractual limitation of actions. All suits against company or representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said suit is barred. The time period in this paragraph must be strictly complied with.

13. Assignability of agreement. This agreement is not assignable by you. This agreement or any portion thereof is assignable by company and, upon assignment, company shall have no further duty, obligation, responsibility or liability to you.

14. Monitoring service. Monitoring service consists solely of monitoring service personnel (“operator”) communicating electronically with first responders or calling by telephone the telephone numbers supplied by you or dealer in writing for the police, sheriff, fire, medical, alarm, ambulance, guard, patrol and response services, and other governmental, quasi-governmental, private or volunteer agencies, departments and organizations (collectively, “first responders”) and persons identified by you as your emergency contacts (the “call list”) within a reasonable period of time under the circumstances at the monitoring facility and the priority of the signals which are identified in writing (“listed codes”) or video images which, in the operator’s sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring services appear on the operator’s computer screen at the monitoring facility or when voice communication requesting assistance is received by an operator from you or from the premises (collectively, “monitoring services”). No monitoring service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for monitoring service. In the event a signal is received at the monitoring facility which is not a listed code, you agree that company’s sole duty and obligation is for company to log the signal (the “unlisted code obligation of subscriber). Only your prerogative to direct company to disregard receipt of a listed code, company may, in its sole and absolute discretion and without any liability, refrain from contacting first responders or the call list or advise anyone previously notified of a listed code or video images of receipt of an abort code or oral or electronic advice to disregard the receipt of the listed code or video images.

Company’s efforts to notify first responders or the call list shall be satisfied by advice electronically or by telephone to any person answering the telephone, the telephone number(s) provided to company in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

You acknowledge and agree that (i) all software, hardware, firmware, codes, signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this agreement or the services (collectively, the “ip property”) are the sole and exclusive property of company and you have no rights whatsoever in any of the ip property, and (ii) company shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (Collectively, “destruction”) the ip property at any time without notice to you; provided, that upon your written request to retain any specific ip property being received by company prior to the destruction of the ip property, company shall use commercially reasonable efforts to store the specific ip property as requested by you on the condition precedent that you pay all fees, costs and expenses related to your request.

15. Service information obligation of subscriber. Only your agent, the dealer, shall properly and accurately complete and deliver to company in writing all information required by company to perform monitoring services under this agreement (“information”). All information (and all additions, modifications or changes) shall be (i) your sole and absolute responsibility, and (ii) in writing or electronically transmitted by dealer to company. All information shall not become available for use until transferred by company to its database which shall occur not sooner than the next business day after receipt of the information at the monitoring facility. No oral
Home Town Communications Alarm Service Monitoring Terms of Service (Alarm Monitoring is provided through Lydia Security Monitoring, Inc d/b/a as Central Office Processing Services, COPS)

communication shall be binding on company. Notwithstanding the foregoing, in the event company provides or agrees to provide any of the information, subscriber hereby releases company for any and all acts, errors or omissions of company, including company’s active or passive sole, joint or several negligence of any kind or degree arising out of or from or related to company providing, failing to provide or agreeing to provide any information.

16. Integrated agreement. This instrument contains the entire agreement between you and company. Neitherparty has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement (collectively, “inducement”) which is not expressed herein. You and company each represent that it/he/she is not relying on any inducement in signing this agreement which is not expressed in the agreement.

17. Valid agreement. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. Upon determination that any provision or portion thereof is invalid, illegal or unenforceable, the court or other dispute resolution forum shall modify the provision or portion thereof so as to effect the original intent of the parties as closely as possible so that such provision or portion thereof is valid, legal and enforceable.

18. Modifications. All changes or amendments to this agreement must be in writing and signed by you and company to be binding.

19. Right to subcontract. Company may, in its sole and absolute discretion, subcontract for the provision of services under this agreement. You agree that the provisions of this agreement inure to the benefit of and are applicable to any subcontractors engaged by company to provide any monitoring service to you, and bind you to said subcontractor with the same force and effect as they bind you to company.

20. Consent to intercept, record, disclose and use contents of communications. You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, “any person”), hereby consent to company intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, internet, broadband and other forms of transmission or communication to which company and you or any person are parties.

21. Medical emergency signal. You acknowledge and agree that company’s sole responsibility upon receipt of a medical emergency signal transmitted from the system is to call by telephone the medical assistance providers as directed by you. You understand and agree that company and representatives are hereby released from all liability due to active or passive sole, joint or several negligence of any kind or degree of company or representatives which you, or anyone claiming through you, in any way might or could claim against company or representatives based upon, arising out of or from, in connection with, resulting from, related to or as a consequence of company’s failure or improper dispatch of medical assistance providers.

22. Subscriber as surety. You agree to be a surety for the obligations of dealer to company including, without limitation, all charges for services rendered or to be rendered by company to you, upon written notice to you that dealer is in default or breach of its agreement with company.

23. Subscriber obligations. If the business relationship between you and dealer terminates, or if you sell or no longer occupy the entire premises, you shall immediately (i) notify company in writing, and (ii) deprogram the system so that the system will not communicate with the monitoring facility.

24. Paragraph headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this agreement.

25. Company as subcontractor. You understand and agree that (i) the relationship between company and dealer is one of independent contractors where company is a subcontractor of dealer and not a partner or joint venturer with dealer, and (ii) company shall not be liable to you, directly or indirectly, for any liability of dealer to you.

26. Right to notice and cure. In the event of any breach of this agreement by company, you agree to provide written notice to company specifically identifying the nature of the breach and the provisions of this agreement affected thereby, and to permit company to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If company cures any said breach as provided herein, this agreement shall continue unabated and company shall not be liable to you for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

27. Dealer as agent; revocation; ratification; retroactive date. You hereby appoint dealer as your agent to give direction to company as if done by you in your own right concerning any and all matters arising out of or from, in connection with or related to the performance of monitoring services. The authority granted to dealer under this section shall continue to be binding upon you until revocation in writing, signed by you, shall have been actually received by company, and no such notice shall affect anything done by company in reliance hereon or pursuant hereto prior to actual receipt of said written and signed notice of revocation. You hereby ratify and confirm all prior and contemporaneous acts of dealer in accordance with this section which you acknowledge and agree shall be and is deemed to be retroactive to the initial date company performed any services for you or on your behalf as a subcontractor of dealer.
28. Internet services. Company hereby grants to you a non-exclusive, non-transferable license to access company’s portal via the internet to input, delete and modify information through the internet. Except for your (a) failure to keep confidential all information, passwords, etc., (B) use of the license or the information in any manner that negatively affects company, (C) use of the license or the information for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this agreement. You shall be solely and absolutely responsible for the information which you or dealer inputs, deletes or modifies. You agree that upon termination of this agreement or termination or suspension of the license by company, company may immediately, and without notice, disable your access to company’s portal and cancel all passwords or other access codes.

29. Execution in counterparts and by facsimile or electronic mail. This agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this agreement and the signatures affixed hereto may be transmitted and delivered by facsimile and electronic mail (scanned copy delivered in pdf version) (“electronic mail”) and that all such signatures and this agreement transmitted or delivered by facsimile or electronic mail shall be deemed to be originals for all purposes and given the same legal force and effect as the original agreement and original signatures.

30. Storage of agreement and information. You authorize company to scan, image or otherwise convert, store or retain this agreement and all information and other written materials in an electronic format of any nature and, in the sole and absolute discretion of company, to destroy all written documents or materials which have been so converted. You agree that electronically produced copy of this agreement and all other written documents and materials so converted is legally equivalent to the original for any and all purposes, including litigation or arbitration.

31. Video systems. If the system transmits video images, you shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on the premises that they may be monitored by video; (iii) not use or permit the use of video installed where any person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images from the system; (v) use the video system for security surveillance and management services only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system.

You understand and agree that (I) a video system enables company to record, store and review images of the interior of the premises and the area outside of the premises, and (ii) video with audio capability enables company to record, store and review oral communications from in and outside of the premises. You hereby agree, authorize and consent to company recording, storing and reviewing video images and oral communications transmitted from the video system at the premises. Monitoring service in connection with the receipt of video images at company’s monitoring facility consists solely of operator communicating electronically or calling by telephone the proper authorities within a reasonable period of time under the circumstances at the monitoring facility (including, without limitation, the priority of all signals and video images received by the monitoring facility) after video images which, in the operator’s sole and absolute discretion, clearly and conspicuously reveal the necessity for monitoring service appear on the operator’s computer screen at the monitoring facility, provided, that the operator shall not be required to view the video images more than one time as the video images appear on the operator’s computer screen. Notwithstanding anything in the agreement to the contrary, company’s obligation to perform monitoring service in connection with any listed code received from any intrusion detection system at the premises is conditioned on (i) receipt of video images from the video system related to the listed code, and (ii) operator’s determination, pursuant to this section, of whether to communicate electronically or call by telephone first responders or the call list.

32. Email notice. In the event you elect to receive automatic email notice of certain system events, e.g., The arming or disarming of the system, you acknowledge, understand and agree that (i) any such notice is conditioned on (a) receipt of the data at company’s central station, (b) the proper operation of communication equipment, services, systems and networks including, without limitation, the internet, and (c) any failure, malfunction or delay in processing or transmitting the data by company’s equipment or software, and (ii) company is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including company’s or representative’s sole, joint or several negligence of any kind or degree.

33. Consent to call subscriber and call list. You, for yourself and as the authorized agent of each person on your call list from time-to-time, consent to company calling each such person’s cell phone or other mobile device.

34. Statutory notices. See schedule a below and made apart hereof.

35. Termination. Company may suspend monitoring services or terminate this agreement at any time upon mailing written notice to you five (5) days before the suspension or termination date.