



## HBL INTERNET SERVICE AGREEMENT

This agreement governs the terms and conditions under which HBL COMMUNICATIONS INC., provides Internet Access and service to its SUBSCRIBERS.

**1. General:** HBL COMMUNICATIONS INC. hereinafter referred to as HBL offers Internet access and related services through its system to its SUBSCRIBERS. HBL does not and cannot control the content, quality or accuracy of information available through its system or over the Internet in general. These terms and conditions of sale set forth the basic rules that apply to the HBL services and use of its system. HBL may change these terms and conditions of sale in the future upon notice published on-line or otherwise provided by HBL. By using the HBL services and system, SUBSCRIBER agrees to comply with the terms and conditions of sale as published online or otherwise available from HBL from time to time.

**2. Lawful Use:** HBL services and system may only be used for lawful purposes and consistent with all rights of other parties. Without limiting the foregoing, the HBL services and system shall not be used in a manner that would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right or any other right of any person or entity or for the purpose of transmitting or storing of material that is obscene, libelous or defamatory. Use and access to other networks through the HBL system must comply with the rules for such other networks.

**3. Changes to Service:** The services provided by HBL and the HBL system are expected to change from time to time. HBL reserves the right to change any service offered or the features of any service offered or its system without notice, including changes to access and use procedures, such as idle disconnection's and system hardware and software.

**4. Payment Terms:** SUBSCRIBER agrees and must pay fees per the HBL rate schedule in effect as a condition to obtaining access to the HBL service and systems. Rate changes will be effective when published on-line or otherwise provided to SUBSCRIBER by Email or United States mail. Payments for monthly accounts are due ON or BEFORE the subscriber's billing due date. Payments for pre-paid accounts are due ON or BEFORE the anniversary date of the account establishment. Charges for usage, if any, will be billed in arrears. The basic rates and usage rates do not include taxes or government-required surcharges, for which you may also be responsible. Delinquent accounts that have not paid by the subscriber's billing due date are subject to immediate suspension and/or cancellation without notice. A \$20.00 late fee will be charged for delinquent accounts. A \$35.00 fee will be charged to reinstate your service when payment is received. A return check fee of \$20.00 will be charged for any returned check. HBL may refuse to accept a SUBSCRIBER'S personal checks if a check has been returned. If SUBSCRIBER defaults in the payment of any amounts owed hereunder, SUBSCRIBER agrees to pay HBL its actual expenses, accrued interest, attorney fees and collection agency fees, incurred in enforcing its rights under these Terms and Conditions. Fees are subject to change at any time without notice.

**5. Cancellation and Suspension:** HBL may, at its sole discretion, cancel the SUBSCRIBER'S account anytime with or without reason. HBL may also, at its sole discretion, suspend a SUBSCRIBER'S account anytime with or without reason. Monthly charges will NOT be pro-rated. CANCELLATION OR SUSPENSION DOES NOT RELEASE LIABILITY FOR CHARGES DUE. HBL may delete all data, files or other information stored in SUBSCRIBER'S account upon cancellation. HBL reserves the right to refuse service to anyone.

**6. Shareware and/or Freeware:** HBL may have available through on-line services a library of software that is "shareware" or "freeware". HBL is not the author of or otherwise responsible for any of such software or engaged in the sale or licensing of such software. HBL MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO FREEWARE OR SHAREWARE AVAILABLE TO SUBSCRIBERS. HBL ACCEPTS NO LIABILITY OF ANY KIND WITH RESPECT TO SUCH SOFTWARE OR ANY DAMAGES RESULTING FROM USE THEREOF. SUBSCRIBER AND ANY OTHER SUBSCRIBER ASSUME ALL RISK OF ALL KINDS WITH RESPECT TO SUCH SOFTWARE. THE SUBSCRIBER AND NOT HBL MUST PAY ALL SHAREWARE LICENSE FEES. NO SUBSCRIBER OR USER WILL ASSERT ANY CLAIM AGAINST HBL WITH RESPECT TO ANY SHAREWARE OR FREEWARE OBTAINED THROUGH HBL.

**7. VIRUSES:** A special word about viruses: it is recognized that the Internet may contain viruses which may, if not eliminated, destroy parts or all of the data contained within SUBSCRIBER'S computer. HBL has no control over these viruses. Nor does HBL provide any filtering or checking of data to eliminate these viruses. SUBSCRIBER agrees to

provide SUBSCRIBER'S own mechanism for checking SUBSCRIBER'S computer system for viruses and to hold HBL harmless from any damage caused by viruses obtained through HBL's Internet services. Further, SUBSCRIBER agrees not to introduce any virus onto the Internet system or HBL's system. If SUBSCRIBER does so, service will be immediately terminated without legal or other recourse to SUBSCRIBER. Further, SUBSCRIBER agrees to hold HBL harmless from and to indemnify HBL for, any damages or claims for damages resulting from any viruses introduced by SUBSCRIBER into the internet system or the HBL computer or Internet service system.

**8. NOTICE TO PARENTS:** You acknowledge that the Internet may contain material deemed inappropriate for minors. HBL recommends that you guide our minor's use of the Internet directly and/or consider using commercially-available tools that enable you to restrict access to certain Internet areas/sites and other features of the Internet that may be inappropriate for minors, at your sole cost and risk. HBL makes no warranties with respect to such available tools. NO SUBSCRIBERS under 18 years of age will be permitted Internet access through HBL without the written consent of and acceptance of these terms and conditions by a parent or legal guardian.

**9. Usenet:** All postings to USENET must comply with the etiquette guidelines posted in news. Announce, New SUBSCRIBERS, and also with the posted charter of the news group(s) to which you are posting. Non-compliance with these rules will result in the termination of your account without prior notification.

**10. Prohibited Activities:** HBL reserves the right to terminate your Internet access immediately without notice and without refund, if in the sole discretion of HBL your access has been used in such a manner that it restricts or inhibits any other person from using the service, and in particular, you agree not to use or to allow others to use the service directly or indirectly to:

- Post, transmit, or promote any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, Sexually explicit, hateful, or racially, ethnically or otherwise objectionable or offensive, content
- Use simultaneous, unattended or continuous connections to HBL with one account
- Harass, threaten, embarrass, or cause distress, unwanted attention or discomfort to, any other person;
- Disrupt the normal flow of dialog in a chat room or on a message board or otherwise act in a manner that negatively affects any other person;
- Impersonate any person or entity, or communicate under a false name or a name you are not entitled or authorized to use;
- Post or transmit chain letter or pyramid schemes;
- Post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other persons, except in those areas that are expressly designated for such a purpose, or collect the screen name of any other HBL SUBSCRIBER without permission;
- Post or transmit any communications or solicitation designed or intended to obtain password, account or private financial information from any other person;
- Violate any operating rule, policy or guideline of any other service provider;
- Violate any applicable local, state, national, international, copyright or foreign law, including but not limited to any rule or regulations having the force of law. If HBL is notified by appropriate authority of unlawful sharing, downloading, uploading or distribution of copywritten material, HBL reserves the right to notify customers and request a cease of such actions. If HBL is notified in the same manner of a repeat action HBL reserves the right to limit, throttle, or terminate internet access services without notification. HBL reserves the right to throttle, limit, or disable access entirely to that customer upon 1st notification.

Accounts being used to carry out attacks, (mail bombs, network transport attacks, newsgroup flooding) will be closed immediately upon authorization by a designated member of the staff of HBL Communications. If compelling evidence suggests that the security of the account was compromised and that the attack was not carried out by the holder of the account then at the discretion of HBL Communications, the account may be reinstated with a different username/password.

## UBE

A single, substantiated complaint of email broadcasting will result in the suspension of the account determined to be responsible for the email.

1. First Offense - The customer will be contacted and the reasons for the UBE policy will be explained.
2. The customer will be asked to abide by this policy.

At the direction of HBL Communications, a customer's account may be reactivated following the customer contact and the customer's agreement to abide by the UBE policy. In the event that a customer does not agree to abide by the UBE policy, the account will be permanently closed.

Subsequent Offenses - The account will be permanently closed without notification. If the account is prepaid, the balance may be forfeited to compensate HBL Communications for costs related to the incident.

Should you find yourself receiving unsolicited email, you may redirect the mail, along with all headers, to:  
**techsupport@HBLCommunications.com**

We will contact the provider of the sender's account. You may also contact that provider by sending email to:  
support@hblcommunications.com

### **Web Site Contents**

The customer is responsible for the contents of the web pages they host with HBL Communications, Inc. It is their responsibility to ensure that they do not violate US law and that copyrighted material is used with the permission of the copyright holder.

### **Data stored on HBL Communications, Inc. Servers**

Data stored on our servers is not guaranteed to be backed up (unless otherwise specified). It is the customer's responsibility to ensure that they have backups of important data.

### **Detrimental Customer Traffic**

If a customer is generating traffic that is detrimental to internet access and affects other customers and sites hosted by us or other service and internet providers, we reserve the right to throttle, limit, or disable access entirely to that customer. This includes all customers and sites, including dialup, direct connect and wireless network customers.

### **Reselling of Service**

Reselling, or Redistribution of the bandwidth provided by HBL Communications to the customer to others via any means including but not limited to wireless networks, wired and optical networks is expressly forbidden without prior written agreement and approval by HBL Communications, Inc.

### **Violation of the Acceptable Use/Abuse Policies may result in immediate account termination.**

HBL Communications, Inc. reserves the right to cancel customer accounts on the basis of abuse, failure to pay on time, any wrongdoing against HBL Communications' customers, employees, extraneous entities and/or actions deemed unacceptable by the executive staff.

### **Use of Service is Binding**

By using HBL Communications, Inc.'s products and services the customer acknowledges and is bound to these terms willingly and without reserve as applicable.

### **Fault Tolerance**

The Service is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Service could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). The Service is not fault-tolerant when it comes to any online financial transactions such as Auctions, Online Banking, Stock Trading etc. Company and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

HBL Communications, Inc. reserves the right to change these terms of service.

**11. No Warranty; Limitation of Liability:** USE OF THE HBL COMMUNICATIONS SERVICES AND SYSTEM AND THE INTERNET IN GENERAL IS AT THE SOLE RISK OF THE SUBSCRIBER. HBL DOES NOT WARRANT THAT IT'S SERVICES AND SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES HBL MAKE ANY WARRANTY AS TO THE RESULTS OR INFORMATION OBTAINED FROM USE OF ITS SERVICE OR SYSTEM OR THE INTERNET IN GENERAL. THE HBL SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED EXCEPT TO THE EXTENT ANY WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. UNDER NO CIRCUMSTANCES SHALL

HBL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS.

**12. Indemnity:** The SUBSCRIBER agrees to indemnify and hold harmless HBL, its directors, officers, shareholders, agents, employees and its other SUBSCRIBERS from any and all claims, liabilities, damages, or expenses, including attorney fees, arising out of, or resulting from any and all use of SUBSCRIBER'S account whether or not authorized.

**13. Non-Transferability:** The SUBSCRIBER'S account and right to use the HBL services and system is not transferable without the express written consent of HBL. The SUBSCRIBER agrees to protect its password and account and to keep them secure from unauthorized users and use.

**14. Confidentiality:** Electronic mail and other transmissions passing over the Internet and through the HBL system are not confidential. Accordingly, HBL cannot guarantee the protection or privacy of any information of any SUBSCRIBER. HBL reserves the right to monitor a SUBSCRIBER'S mail and transmissions as a necessary incident to providing service and otherwise to protect the rights or property of HBL. HBL will not disclose any such information unless required to operate its system or pursuant to a court order, subpoena, or similar legal request or otherwise on the advice of counsel.

**15. Interpretation:** These terms and conditions supersede all other written and oral communications or agreements with regard to the subject matter. A waiver or modification of these terms and conditions shall only be effective if in writing signed by an authorized officer of HBL. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to choice of law principles.

HBL Communications Inc.

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