

Hotwire Communications High-Speed Internet Service Agreement

Terms of Use

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AGREEMENT

This is an agreement between Hotwire Communications, LLC ("Hotwire") and the customer ("you") to provide Hotwire High-Speed Internet Service ("the Service"). By establishing an account, using the Service or equipment, or indicating agreement through the software or website, you agree to be bound by this Agreement and to use the Service in compliance with the Hotwire Internet Service Agreement and Hotwire Acceptable Use Policy ("the Agreements"), which can be found by visiting www.gethotwired.com/terms.

TERM

The initial term of this agreement is one (1) month from the date that the Service is first activated ("Activation Date") and will continue on a month-to-month basis thereafter unless canceled at any time by either party. Your account billing start date is the date you begin being billed for service, as indicated on your first invoice. Hotwire reserves the right to change the price of the Service at any time upon thirty (30) days prior written notice. Prices for other Hotwire services may change at any time upon thirty (30) days notice and will be posted on the Hotwire homepage: www.gethotwired.com. Current rates may also be obtained by calling 610-642-8570 or by going to Hotwire's website.

THE SERVICE

Subscription to the Service includes (additional fees may apply):

- One modem, one power cord, one ethernet cord, and one telephone cord;
- Modem access for one computer; and
- Dynamic IP address (Static IP addresses are not available at this time)

The Service speed may vary depending on location, line quality, inside wiring, Internet traffic, and other factors beyond the control of Hotwire. Data bandwidth is shared from the neighborhood node to the home, so it is possible for performance to vary depending on how many customers are actively using the system at any given time. Hotwire provides the Service on a "best effort" standard and does not guarantee upload or download speeds.

CANCELLATION

To cancel the Service you must call 610-642-8570, fax your request to 610-642-9812, or send an email to billing@hotwirecommunication.com. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that may apply. Hotwire may be providing equipment to you for your use of the Service. Should you cancel the Service before the Activation Date, you will not receive an equipment charge, provided that you return all equipment supplied by Hotwire in the original container (or an equivalent) within thirty (30) days of the cancellation. If you cancel your account and return all equipment within thirty (30) days, Hotwire will refund the modem deposit within thirty (30) days of receipt of the modem. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received.

Hotwire is supplying equipment to you for use of the Service. Hotwire, at its discretion, may replace equipment due to manufacturer defect at no cost to you so long as, upon your phone call to Customer Service, a technician verifies that the modem requires replacement pursuant to the provisions herein.

Hotwire may terminate this Agreement, your account, or your use of the Service for any reason, including and without limitation, if Hotwire believes that you have violated any or all terms of this Agreement or any other Agreements, or if you fail to pay any charges when due. Termination notice will be by email or US Postal Service to the address listed on your account. All notices shall be deemed effective on the 1st day following the date the email was sent, or on the 4th day following the date the notice was mailed.

REQUIREMENTS

In order to receive the Service:

- You must be at least eighteen (18) years old and provide a valid major credit card, and
- Hotwire Service must be available at your location.

Changing telephone service providers may result in interruption of Internet service. Additional fees may apply for installing and activating new telephone service.

Your computer must meet the following minimum requirements:

- Pentium 2, 3, 4 or 500 Mhz processor
- Windows 98 SE, 2000 or XP or MAC OSX
- 64MB RAM
- Operational CD-ROM drive
- Operational ethernet port

PAYMENT

You will be charged monthly for the Service plus applicable taxes and other governmental fees. Hotwire may offer, from time to time, certain promotions with unique terms, installation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report any and all changes to this information immediately. You are responsible for any and all charges to your account. Questions regarding charges to an account should be directed to Hotwire's Customer Service Department at 610-642-8570. All charges are considered valid and enforceable unless disputed *in writing* within sixty (60) days of the billing date. Adjustments will not be made for undisputed charges that are more than sixty (60) days old.

Payment by check is due within thirty (30) days after the month end in which the charges are incurred. You agree to maintain valid and current credit card information on file with Hotwire at all times.

Hotwire accepts checks, money orders, and select credit cards as appropriate payment methods. Acceptable credit cards are Visa, Mastercard, and Discover and must be made over the telephone by contacting Hotwire Customer Service at 610-642-8570.. All credit card payments must be made by the 15th of the month by the close of business. Checks and money orders must be sent to Hotwire at Hotwire Communications, PO Box 298, Wynnewood, PA 19096. All checks and money orders sent via US Postal Service must be received by the 15th of the month. All late payments will be assessed a 1.5% late fee. You may set up an automatic payment plan with Hotwire using a credit card, allowing us to charge your account the total current balance on the 20th business day after the invoice date.

Delinquent accounts may be suspended or canceled at Hotwire's sole discretion; charges will continue to accrue until the account is canceled. Hotwire may bill an additional charge to reactivate a suspended account.

YOUR ACCOUNT AND SECURITY

.You must notify Hotwire immediately upon discovering any unauthorized use of your account.

You will be allocated a Dynamic IP address; Hotwire reserves the right to timeout inactive

connections. Hotwire technical support may be limited to Hotwire-provided services, software, and/or unmodified hardware.

INSTALLATION

Hotwire will provide a modem and all necessary equipment ("the Equipment"). If Equipment is self-installed, Hotwire will supply kits, instructions, and any other related installation equipment and services. You authorize Hotwire to make any preparations to the premises necessary for the installation, maintenance, and/or removal of equipment. Hotwire will not have any obligation to install, support, maintain, repair, or replace (a) any computer; or (b) any cable modem or cabling or other equipment that is provided by someone other than Hotwire.

Any equipment provided by Hotwire will remain the property of Hotwire except as otherwise required by applicable law. If the relationship is terminated by either party (you or Hotwire), or if the line is found to be unprovisionable, you must return the Equipment with all of its original packaging to Hotwire. Contents of the kit may change from time to time.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in a service outage or potential damage to your computer. You are responsible for backing up all of your existing computer files and data. Hotwire and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to, or loss or destruction of, any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to, or loss of, any warranty associated with the opening of your computer for installation of an internal card (such as a Network Interface Card) or DSL modem.

You acknowledge that this is a fixed-location service for one personal computer only. Moving to another location will require the service to be reprovisioned at the new location. This may result in substantial interruption of the Service and will result in fees associated with cancellation and setting up a new account. Early termination charges will apply even if the cancellation is due to a move to a new location.

If you elect to use an outside vendor to assist with installation or service, you will be responsible for all costs and scheduling associated with the installation and/or services provided by the third party.

HOTWIRE DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR BY A THIRD PARTY OF YOUR CHOICE WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, HOTWIRE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO, AND SHALL IN NO WAY BE, CONSTRUED TO LIMIT ANY AND

ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

Hotwire will make its best effort to provide the Service. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the Service to every location. In its sole discretion, Hotwire may cancel the installation process and refund any money that you have paid. Hotwire will notify you of its intent to cancel as soon as reasonably possible. It may take up to ninety (90) or more days to determine if Hotwire is able to provide service. Hotwire shall have no responsibility whatsoever for claims arising out of failure or refusal to complete the installation or provide the Service.

MONITORING THE SERVICES

Hotwire has no obligation to monitor the Service, but may do so and disclose information regarding use of the Service for any reason if Hotwire, in its sole discretion, believes that it is reasonable to do so, including satisfying laws, regulations, or governmental or legal requests, operating the Service properly, and/or protecting itself and its subscribers. Please see our Privacy Policy located at [insert link]. Hotwire may immediately remove your material or information from Hotwire's servers, in whole or in part, which Hotwire, in its sole and absolute discretion, determines infringes upon another's property rights or to violates Hotwire's Acceptable Use Policy.

DISCLAIMERS

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH HOTWIRE TO ITS CUSTOMERS AT NO ADDITIONAL CHARGE. HOTWIRE WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO ITS CUSTOMERS. AT ITS SOLE OPTION, HOTWIRE OR ITS AGENT MAY REPLACE A DEFECTIVE MODEM OR GATEWAY ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF HOTWIRE'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, REPAIRS OR MODIFICATIONS BY ANYONE OTHER THAN HOTWIRE OR ITS CONTRACTORS. HOTWIRE RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. HOTWIRE WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF HOTWIRE'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOTWIRE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, AND/OR OTHER HARMFUL COMPONENTS. HOTWIRE MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF

TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION, OR SERVICE PROVIDED THROUGH HOTWIRE OR THE INTERNET. NO ADVICE OR INFORMATION GIVEN BY HOTWIRE OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. HOTWIRE AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, HOTWIRE'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING A ONE-YEAR PERIOD.

HOTWIRE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM OTHER USERS ACCESSING YOUR COMPUTER, SECURITY BREACHES, EAVESDROPPING, DENIAL OF SERVICE ATTACKS, INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES, YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; ALSO THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY, THE ACCURACY, COMPLETENESS, AND/OR USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND/OR THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF HOTWIRE, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST HOTWIRE IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

JURISDICTION

This Agreement is governed under the Commonwealth of Pennsylvania without regard to conflict of law provisions. Any controversy or claim arising out of, or relating to, this Agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this Agreement.

MISCELLANEOUS

This Agreement, Hotwire's Acceptable Use Policy, and Hotwire's other Agreements and policies posted on this website constitute the entire agreement between you and Hotwire with respect to your use of the Service.

Hotwire may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on www.gethotwired.com, your start pages, by email, and/or in printed material.

In the event that any provision or section of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will remain valid and shall be enforced according to its terms.