



## HTC INTERNET PRIVACY POLICY

Your privacy is very important to us. We want to make your experience on the Internet as enjoyable and rewarding as possible, and we want you to use the Internet's vast array of information, tools, and opportunities with complete confidence.

We have created this Privacy Policy to demonstrate our firm commitment to privacy and security. This Privacy Policy describes how HTC collects information from all end users of HTC's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors") as well as those who pay a monthly service fee to subscribe to the Service ("Members")-what we do with the information we collect, and the choices Visitors and Members have concerning the collection and use of such information. HTC requests that you read this Privacy Policy carefully.

### **Personal Information HTC Collects and How It Is Used**

#### **Introduction**

HTC collects information in different ways from Visitors and Members who access the various parts of our Services and the network of Web sites accessible through our Service. We use this information primarily to provide a customized experience as you use our Services and, generally, do not share this information with third parties. However, we may disclose personal information collected if we have received your permission beforehand or in very special circumstances, such as when we believe that such disclosure is required by law or other special cases described below.

#### **Registration**

Members are asked to provide certain personal information when they sign up for our Services including name, address, telephone number, billing information (such as a credit card number), and the type of personal computer being used to access the Services. The personal information collected from Members during the registration process is used to manage each Member's account (such as for billing purposes). This information is not shared with third parties, unless specifically stated otherwise or in special circumstances. However, in instances where HTC and a partner jointly promote the Services, HTC may provide the partner certain personal information, such as the name, address, and username of persons who subscribed to the Services as a result of the joint promotion for the sole purpose of allowing us and the partner to assess the results of the promotion. In this instance, personal information may not be used by the partner for any other purpose. HTC may also generate nonidentifying and aggregate profiles from personal information Members provide during registration (such as the total number, but not the names, of Members). As explained in more detail below, we may use this aggregated and nonidentifying information to sell advertisements that appear on the Services.

### **HTC Partners and Sponsors**

Some HTC products and services are offered to Visitors and Members in conjunction with a non-affiliated partner. To provide Visitors and Members some of these products and services, the partner may need to collect and maintain personal information. In these instances, you will be notified before any such data is collected or transferred and may decide not to use that particular service or feature. Additionally, many HTC Members have cobranded Personal Start Pages that are cosponsored by nonaffiliated partners. HTC will share nonidentifying and aggregate information (except as described above), but not personal information, with such partners in order to administer the cobranded products or services offered.

### **Online Shopping**

At some Web sites, you can purchase products and services or register to receive materials, such as a catalog or new product and service updates. In many cases, you may be asked to provide contact information, such as your name, address, email address, phone number, and credit/debit card information. If you complete an order for someone else, such as an online gift order sent directly to a recipient, you may be asked to provide information about the recipient, such as the recipient's name, address, and phone number.

HTC has no control over the third parties' use of any personal information you provide when placing such an order. Please exercise care when doing so.

If you order products directly from HTC, such as through the "HTC Store," we will use the personal information you provide only to process that order. We do not share this information with outside parties except to the extent necessary to complete that order.

### **Online Advertisements**

HTC displays our online advertisements. We share aggregated and nonidentifying information about our Visitors and Members collected through the registration process as well as through online surveys and promotions with these advertisers. Additionally, in some instances, we use this aggregated and nonidentifying information to deliver tailored advertisements. For instance, an advertiser tells us the audience they want to reach (for example, males between 25 and 55 years of age) and provides us an advertisement tailored to the audience. Based upon the aggregated and nonidentifying information we have collected, we may then display the advertisement to the intended audience. HTC does not share personal information about its Visitors or Members with these advertisers.

### **Responses to Email Inquiries**

When Visitors or Members send email inquiries to HTC, the return email address is used to answer the email inquiry we receive. HTC does not use the return email address for any other purpose and does not share the return email address with any third party.

### **Voluntary Member Surveys**

We may periodically conduct both business and individual member surveys. We encourage our members to participate in these surveys because they provide us with important information that helps us to improve the types of services we offer and how we provide them to you. Your personal information and responses will remain strictly confidential, even if the survey is conducted by a third party.

Participation in our member surveys is voluntary.

We take the information we receive from individuals responding to our Member Surveys and combine (or aggregate) it with the responses of other HTC members to create broader, generic responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). We then use the aggregated information to improve the quality of our services to you, and to develop new services and products. This aggregated, non-personally identifying information may be shared with third parties.

### **Special Cases**

It is HTC's policy not to use or share the personal information about Visitors of Members in ways unrelated to the ones described above without also providing you an opportunity to opt out or otherwise prohibit such unrelated uses. However, HTC may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; or to protect HTC and our Members.

### **"Cookies" and How HTC Uses Them**

A "cookie" is a small data file that can be placed on your hard drive when you visit certain Web sites. HTC may use cookies to collect, store, and sometimes track information for statistical purposes to improve the products and services we provide and to manage our telecommunications networks. If you are a Member and have created your own Personal Start Page, we will use a cookie to save your settings and to provide customizable and personalized services. These cookies do not enable third parties to access any of your member information. Additionally, be aware that if you visit non-HTC web sites where you are prompted to log in or that are customizable, you may be required to accept cookies.

Advertisers and partners may also use their own cookies. We do not control use of these cookies and expressly disclaim responsibility for information collected through them.

### **HTC's Commitment to Children's Privacy**

Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws.

We have Web pages designed especially for our younger users. While we make every effort to ensure that these Web sites are fun and age-appropriate for our younger audience, we believe that there is no substitute for proper parental supervision. For further information about tips, tools, age-appropriate or kid-friendly Web sites and how to report online trouble, please visit [www.getnetwise.org](http://www.getnetwise.org).

Finally, HTC recommends that children ask a parent for permission before sending personal information to HTC, or to anyone else online.

### **Public Forums**

Please remember that any information you may disclose in our Member Directory, or other public areas of our Web sites or the Internet, becomes public information. You should exercise caution when deciding to disclose personal information in these public areas.

### **HTC's Commitment to Data Security**

Services and websites we sponsor have security measures in place to protect the loss, misuse, and alteration of the information under our control. While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

### **How to Access or Modify Your Information**

HTC offers Members the opportunity to access or modify information provided during registration. To access or modify such information, contact our Customer Service Department at 843.365.SURF.

### **Where to Direct Questions About HTC's Privacy Policy**

If you have any questions about this Privacy Policy or the practices described herein, you may contact:

#### **Customer Service HTC**

**3480 Highway 701 North**

**PO Box 1820**

**Conway, SC 29528-1820**

Or contact us at 843.365.SURF or via e-mail at [ComplianceDepartment@htcinc.net](mailto:ComplianceDepartment@htcinc.net) .

### **Revisions to This Policy**

**HTC reserves the right to revise, amend, or modify this policy, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.**

Rev. 01.01.2000

## **HTC ACCEPTABLE USE POLICY**

### **1. INTRODUCTION**

HTC's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of HTC's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Subscribers")- must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary web sites.

However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. HTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your HTC account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

## 2. VIOLATIONS OF HTC'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HTC's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- i. Copyright or trademark infringement.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. HTC is registered under the Digital Millennium Copyright Act of 1998.
- j. Collection of personal data.** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- k. Reselling the services.** Reselling the Services without HTC's authorization.

**l. Network disruptions and unfriendly activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use HTC Services or the Internet. This includes “denial of service” (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber’s responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

**m. News.** HTC Subscribers should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or “community standards” describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group’s “intended” use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

HTC considers “multiposting” to 10 or more groups within a two week sliding window to be excessive. HTC servers currently limit the number of allowable “cross-posts” to 9.

HTC Subscribers may not cancel messages other than their own messages. A Subscriber may cancel posts forged in that Subscriber’s name. We may cancel any postings which violate this AUP.

**n. Long Connections and Multiple Logins.** Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Subscribers may stay connected so long as they are actively using that connection for the above purposes. Subscribers may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, HTC maintains the right to terminate any member’s connection following any extended period of inactivity as determined by HTC.

**o. Exceeding Web Site Size and Traffic Limitations:** All HTC Subscribers receive 10MB of free webspace for use with their HTC Internet access account. Each subscribers’s free webspace is allocated 250MB of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds 10MB in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site’s contents via certain Web creation tools. More information about appropriate use of the free member webspace appears under Free Webspace Community Guidelines.

### **3. REPORTING VIOLATIONS OF HTC'S AUP**

HTC requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: abuse@sccoast.net.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

HTC may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Subscriber's newsgroup posting privileges
- suspend the Subscriber's account
- terminate the Subscriber's account
- bill the Subscriber for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations

### **4. REVISIONS TO THIS ACCEPTABLE USE POLICY**

HTC reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

Rev. 12/28/2000

HTC, Inc.

© 2000. *All Rights Reserved*