

# HI-TECH DATA, LLC LICENSE AGREEMENT AND LIMITED LIABILITY STATEMENT

By using this service you acknowledge that its primary purpose is to provide Internet access and email service. Hi-Tech Data, LLC does not warrant that the operation of the service will be uninterrupted or error-free or that any defects in the service will be corrected.

## LIMITATION OF LIABILITY

Hi-Tech Data, LLC will not, under any circumstance, be held liable for any damages whatsoever, including any special, indirect, incidental, consequential or exemplary damages resulting from the use or loss of use of the service, due to any cause, even if Hi-Tech Data, LLC has been advised of the possibility of such damages. In any event, Hi-Tech Data, LLC's total liability to you for all damages (whether based on contract, tort, or other theories) will be limited to the amount you actually paid for the service during the month in question.

## TERMS OF AGREEMENT

If your check, draft, money order or like instrument is tendered for payment, and the instrument is dishonored or returned unpaid for any reason, we will charge and collect from you a \$30.00 fee plus the amount of the check. The charge shall not be considered an interest charge, a finance charge, a time-price differential, or any charge of a similar nature. The total charge is payable from immediately available funds. If a check is dishonored by your bank, we will not accept checks for payment on the account until the account is back on a good payment term. A good payment term is 3 or more invoices that are paid on time. If the account is suspended for non-payment the total amount due plus a \$75.00 reconnection fee must be paid before the account can be reactivated.

Hi-Tech Data, LLC reserves the right to charge a customer's credit or bank debit card up to 10 days in advance of their bill cycle date. If a customer's card is declined Hi-Tech Data, LLC will notify the customer by the e-mail address included in our records. If the credit card or bank debit card information is not updated within 10 days of notice all accounts are subject to suspension.

Invoiced customers will be sent an email if payment is not received by the due date. All invoiced accounts not paid by the due date are considered past due and are subject to suspension.

It is the customer's responsibility to notify Hi-Tech Data, LLC if there are any changes in the customer's account information, i.e. phone numbers, addresses, changes in credit card numbers, or changes in expiration dates. If the customer fails to notify Hi-Tech Data, LLC of changes in their contact information it can result in a temporary interruption of service. The total amount due, plus a reconnection fee, must be paid before any account can be (unsuspended) reactivated. Hi-Tech Data, LLC reserves the right to suspend any unpaid account on these grounds.

Hi-Tech Data, LLC is not responsible for any overages (i.e. overdrawn accounts, exceeding credit card limits, etc.) that may cause your account to be overdrawn. We will continue to bill the credit card on file unless service with Hi-Tech Data, LLC is cancelled in writing or by email. Subscribers are responsible for notifying Hi-Tech Data, LLC of credit or debit card expirations, and providing new credit card information for continued billing of service. Rejected

credit or debit card payments will be treated as non-payment, and may result in disconnection of service and a reconnection fee will be applied.

Hi-Tech Data, LLC will not be held liable to pay or credit any unused time as a result of suspension. All services (i.e. designated email addresses and or usernames) prior to suspension or closure due to non-payment may not be available upon re-activation. Suspended accounts on our server for 30 days or longer will be removed and the account will be cancelled at which time any and all email will be purged from the system. Prices and packages are subject to change without notice. It is the customer's responsibility to ensure their e-mail is functioning and to contact our technical support department if it's not. It is also the customer's responsibility to read all email sent by Hi-Tech Data, LLC's staff and to respond as necessary.

It is the customer's responsibility to contact Hi-Tech Data, LLC as soon as they wish to cancel. All cancellations must be emailed to [cancellations@hi-techdata.com](mailto:cancellations@hi-techdata.com). Other forms of notice will not be accepted. Cancellations will always take effect on the account's next bill cycle date. Cancellations must be received in writing thirty (30) days prior to your next billing invoice being issued. Cancellations submitted later than this time and/or after the next billing cycle, will result in automatic renewal of your plan. Payment for that service invoice will be due and payable. Cancellations become effective on the day processed by Hi-Tech Data, LLC and you will receive confirmation of the same after it has been processed. Any costs accrued, as a result of the customer's negligence to contact Hi-Tech Data, LLC, will not be refunded.

We do not monitor, and will not automatically cancel plans for problems related to domain name transfers, non-usage, computer failure, or any other secondary issues not directly related to our services. Cancellation of services does not relieve the customer from paying any outstanding balance owed on the account.

Hi-Tech Data, LLC will not issue partial credits or pro-rations. Hi-Tech Data, LLC customers are responsible for all long distance charges accrued by the customer, whether through voice or data calls or consumer negligence, such as not contacting their phone company to ensure that the phone number for Hi-Tech Data, LLC access is local. It is Hi-Tech Data, LLC's intent to have all customers accessing the Internet through their service via local phone lines. Any long distance charges are the sole responsibility of the customer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_