

Limited Warranty

EXCEPT AS OTHERWISE SET FORTH, THE HVW EQUIPMENT, SERVICE, AND SOFTWARE ARE PROVIDED BY HVW "AS IS" WITHOUT WARRANTY OF ANY KIND. HVW DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE HVW EQUIPMENT OR SERVICE. CUSTOMER'S SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRO RATA REFUND FOR INTERRUPTIONS OUTLINED IN THE SECTION "SERVICE LEVEL AGREEMENT". HVW DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO CUSTOMER WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY ARE HEREBY EXCLUDED

1. DISCLAIMER OF WARRANTIES

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT:

HVW MAKES NO WARRANTY THAT (i) THE SERVICE OR THE HVW EQUIPMENT WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) DELETION, MISDELIVERY, OR FAILURE TO STORE OR EFFECTUATE ANY USER COMMUNICATIONS, ORDERS, LISTINGS, OR CUSTOMIZATION SETTINGS WILL NOT OCCUR AS A RESULT OF CUSTOMER'S USE OF THE SERVICE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (v) ANY ERRORS IN THE HVW EQUIPMENT, INCLUDING HARDWARE OR SOFTWARE, WILL BE CORRECTED.

THE SERVICE MAY CONTAIN DEFECTS AND, ACCORDINGLY, CUSTOMER IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION, AND TO NOT RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SERVICE.

ANY MATERIAL, PRODUCTS, OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM HVW OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

2. LIMITATION OF LIABILITY

HVW OR ANY OTHER PERSON INVOLVED IN CREATING, INSTALLING, DELIVERING, TESTING, OR USING THE SERVICE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, SERVICE OUTAGE, OR FOR COST PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, PROFITS, BUSINESS USE, DATA, OR OTHER INTANGIBLE INFORMATION, EVEN IF HVW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY FOR HVW TO CUSTOMER FOR ALL CLAIMS ARISING FROM THE USE OF THE SERVICE IS LIMITED TO TWO MONTHS OF SCUSCRIBED SERVICE.

3. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

4. General Acknowledgments

Customer acknowledges that HVW may establish general practices and limits concerning use of the service, including without limitation (i) the maximum number of days that email messages, message board postings, or other uploaded Content will be retained by the service, (ii) the maximum number of email messages that may be sent from or received by an account on the service, (iii) the maximum size of any email message that may be sent from or received by an account on the service, (iv) the maximum disk space that will be allotted on HVW's servers on Customer's behalf. Customer agrees that HVW has no responsibility or liability for the failure of the service and the deletion of other Content maintained or transmitted by the service. HVW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.

5. Third parties

Customer agrees that HVW shall not be liable to Customer or to any third party for any modification, suspension, or discontinuance of the service. Customer further acknowledges that HVW reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

6. Indemnification

Customer agrees to indemnify and hold HVW, its directors, officers, employees, agents, attorneys, co-branders or other partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Content Customer submits, posts to or otherwise transmits through the service, Customer's use of the service and the HVW equipment, Customer's connection to the service, Customer's violation of this Agreement, or Customer's infringement of any intellectual property or other right of any other person or entity.

7. Enforcement

Because user authentication on the Internet is difficult, HVW cannot and does not confirm that each user is who they claim to be. Because HVW does not and cannot be involved in user-to-user dealings or control the behavior of participants on HVW, in the event that Customer has a dispute with one or more users, HVW has no ability to prevent or restrict conduct, communications, or Content which might violate this Agreement prior to its transmission on or through the service, nor can HVW ensure prompt removal of any such communications or Content after transmission or posting. Accordingly, HVW does not assume responsibility to Customer or others for any failure by HVW to enforce the provisions contained in this Agreement.

8. Assignment

Customer shall have no right to assign or transfer this Agreement or the associated Customer Equipment without the express prior written consent of HVW

9. Governing Law

This Agreement is between Customer and HVW

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law provisions.

(b) International Use. Recognizing the global nature of the Internet, Customer agrees to comply with all local rules regarding online conduct and acceptable Content. Specifically, Customer agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Customer resides.

10. Time Limitation

Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement or use of the service must be filed within one year after such claim or cause of action arose or be forever barred.

11. Headings

The section headings and sub-headings contained in this Agreement are for convenience only and have no legal or contractual effect.

Miscellaneous

CUSTOMER IS REQUIRED TO MONITOR HIS/HER EMAIL ON A REGULAR BASIS AND PROVIDE HVW WITH PROMPT NOTICE OF ANY CHANGE TO CUSTOMER'S EMAIL ADDRESS. Customer's use of the service following delivery of any notice to Customer from HVW will be deemed to be Customer's acknowledgment and acceptance of such notice. It is Customer's sole responsibility to notify HVW of his/her e-mail address to use for all notices regarding this Agreement, the Privacy Policy, the Price List, the service, and all other notifications.

1. No Relationship

Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchiser, employer-employee, or principal-agent relationship with HVW, nor impose upon either company any obligations for any losses, debts, or other obligations incurred by the other except as expressly set forth herein.

2. Customer's Account, Password, and Security

Customers receive a user name, password, and account designation upon registration. HVW Customers and members of HVW Customers' household or business (if a business account has been purchased) are the only authorized users of Customer's HVW account and must comply with this Agreement. Customer must keep his/her password confidential so that no one else may access the service through the account. Customer must notify HVW within 24 hours of discovering any unauthorized use of Customer's account. E-mail accounts exceeding Customer's allotted Web Space in size may block new incoming messages. User names, passwords, and e-mail addresses are HVW's property and HVW may alter or replace them at any time.

3. General

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes and replaces any and all prior written or verbal agreements. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect. HVW's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provisions of this Agreement.