

Privacy Policy

1. Subscriber Privacy Notice

This Privacy Policy contains information pertaining to Customer's privacy rights provided under federal law. HVW may, in its sole discretion, change, modify, add, or remove portions of the Privacy Policy, and the service provided hereunder, at any time. HVW will notify Customer of any such changes by posting the modified Privacy Policy on the HVW Site, or sending notice to Customer via email, postal mail, or other means. Customer's continued use of the service following notice of such change shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the service and notify HVW that Customer is terminating the Privacy Policy and this Agreement. If Customer does not agree to the new policies, Customer's sole remedy is to terminate this Agreement and comply with the terminations provision herein.

2. Monitoring the service

HVW has no obligation to monitor the service, but may do so, and disclose information regarding Customer's use of the service if HVW, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the service properly; or protect itself and its Customers. HVW may immediately remove Customer's material or information from HVW's servers, in whole or in part, which HVW, in its sole and absolute discretion, determines to infringe another's property rights or to violate this Agreement or the Privacy Policy.

3. Prohibited Uses of the service

Customer shall not use the HVW equipment or the service to, directly or indirectly: (a) participate in any unlawful purposes. Use of the HVW equipment or service for transmission or storage of any information, data, or material in violation of any U.S. federal, state, or local regulation or law is prohibited. This includes, but is not limited to, posting or disseminating content which is obscene, unlawful, threatening, defamatory, or which infringes the intellectual property of any person; (b) post, transmit, or disseminate objectionable information, including, without limitations, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal, or international law, order, or regulation; (c) access any other person's computer or software without the knowledge and consent of such person; (d) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software, or other material obtained through the service which is protected by copyright or other proprietary right, without obtaining permission of the owner; (e) alter, modify, or tamper with the HVW service or permit any other person to do the same that is not authorized by HVW; (f) restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the HVW equipment or the service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature; or generating levels of traffic sufficient to impede others' ability to send or retrieve information; (g) inhibit or have the potential to inhibit the ability of any other person to use the service by serving or attempting to serve faulty IP addresses to other HVW customers. HVW may deny service to Customer until the problem is resolved; (h) knowingly disrupt the service; (i) resell the service or otherwise charge others to use the service. The service is for personal use only and Customer agrees not to use the service for operation as an Internet service Provider or for any other business enterprise in competition with the service; (j) attempt to login, access, or attack any of HVW's equipment or network, including radio and network equipment; (k) assist (release proprietary software and information) unauthorized users to gain access to HVW's network; or (l) open, tamper with or attempt to repair HVW equipment; HVW reserves the right to restrict or block certain activities or immediately terminate this Agreement and the service (i) if Customer engages in any of the activities listed above, (ii) if HVW receives an appropriate notice or request under the Digital Millennium Copyright Act, (iii) if necessary to comply with any law, regulation, rule or judicial or regulatory order, or (iv) if Customer uses the HVW equipment or services in a way which is contrary to any other HVW policy. Copies of policies are available on the HVW Web site. This Section shall not in any way limit HVW's rights of termination pursuant to this Agreement. Customer assumes the risk and agrees to indemnify and hold harmless HVW against all claims and expenses (including reasonable attorney fees) resulting from Customer engaging in any of the activities listed above. This provision will survive termination of this Agreement.

4. Intent

Unless produced by HVW, the information Customer accesses or receives by using the service or information sent to Customer by other users is provided, entered, or posted by the users and is not reviewed, controlled, examined, verified, or endorsed by HVW. The data and information Customer sends and receives may be subject to privacy-and security-invading activities including, but not limited to, eavesdropping, electronic trespassing, "sniffing," "spamming," "nuking," "hacking," "spoofing," imposture, breaking passwords, harassment, fraud, forgery, and system contamination including use of viruses, "worms," and "Trojan" applications causing unauthorized, damaging, harmful access and/or retrieval of information and data on Customer's computer and other forms of activities that may even be considered unlawful. Information and data may also not reach its destination or may reach an erroneous address or recipient. CUSTOMER IS ADVISED NOT TO USE OR RELY ON THE SERVICE AND INFORMATION RELATED THERETO FOR "CONTENT SENSITIVE" OR "MISSION CRITICAL" APPLICATIONS AND USE. "CONTENT SENSITIVE" MEANS ANY INFORMATION OR DATA CUSTOMER DOES NOT WISH TO BE FREELY ACCESSIBLE AND GENERALLY AVAILABLE TO INTERNET USERS. "MISSION CRITICAL" APPLICATIONS AND USE ARE THOSE WHERE CONTINUOUS OPERATION IS CRITICAL TO AN INDIVIDUAL OR COMPANY AND WHERE HARM OR DAMAGE MAY BE CAUSED IF ANY DOWNTIME WOULD HAVE AN ADVERSE EFFECT ON THAT INDIVIDUAL OR COMPANY.

5. Security, and File and Print Sharing

HVW's facilities are used by numerous service subscribers. As a result, there is a risk that Customer could be subject to "eavesdropping." This means that other service subscribers may be able to access and monitor Customer's use of the service. This risk of eavesdropping exists not only with HVW's facilities, but also on the Internet and other services to which access is provided as part of the service. Because of this risk, any sensitive or confidential information sent by Customer is sent at the Customer's sole risk, and HVW shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such actions by Customer.

6. FTP/HTTP Service Setup

Customer should be aware that when using the service to access the Internet or any other online network or service, there are certain applications, such as FTP (File Transfer Protocol) server or HTTP (Hyper Text Transfer Protocol) server, which may be used to allow other service users and Internet users to gain access to Customer's computer. If Customer chooses to run such applications, Customer should take the appropriate security measures. HVW shall not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from, arising out of, or otherwise relating to the use of such applications by Customer, including without limitation, damages resulting from others accessing Customer's computer.

7. Local Area Network (LAN)

We encourage Customers to acquire a firewall, utilize virus protection, and implement other security measures the Customer deems necessary to protect the integrity of the data on Customer's computer. In addition, some software includes capabilities that permit other users across a network, such as the service and the Internet, to gain access to the Customer's computer and to the software, files, and data stored on the computer. Operating systems can include file sharing and print sharing capabilities which, when enabled, will permit other users to gain access to the Customer's computer even if the Customer is not using the service. Notwithstanding the foregoing recommendations, Customer hereby acknowledges and agrees that the Customer's use of the service is at the Customer's own risk, and HVW shall not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such use by the Customer.

8. Permission Grant

HVW grants to you permission to use the HVW equipment (antenna, radio modem, Category-5 cable, wall jack), but does not grant permission to: (a) attempt to login/reconfigure/attack the HVW equipment (b) open HVW equipment (c) remove any proprietary notices or labels on the HVW equipment (d) modify, translate, reverse-engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the HVW equipment (e) rent, sell or otherwise transfer the HVW equipment (except to the extent assignable pursuant to the terms of this Agreement).

9. Customer Obligations

In consideration of Customer's use of the service, Customer agrees to: (a) provide true, accurate, current, and complete information as prompted by the service's registration or member sign-up form (such information being the "Registration Information"); (b) maintain and promptly update the Registration Information to keep it true, accurate, and complete; (c) refrain from using the service for any purpose that is unlawful or prohibited by this Agreement. If Customer provides any information that is untrue, inaccurate, not current, or incomplete, or if HVW has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, HVW has the right to suspend or terminate Customer's account and refuse any and all current or future use of the service (or any portion thereof); and

10. Service Eligibility

Service is available only to individuals and entities that can form legally binding contracts under applicable law and their permitted agents and assigns (i.e., family members, friends, etc.). (a) Customer is responsible for the use of the service by anyone other than Customer at all times without exception. HVW or any of its parents, subsidiaries, affiliates, agents, or assigns, may refuse the use of, and participation in, the service to anyone at any time, in its sole discretion. (b) Receiving files from third parties, via any application (i.e., email) may be harmful. Before receiving any files from any user, and even if the account from which the file transfer notice is sent looks familiar to Customer, it is strongly recommended that Customer verifies that the person sending Customer these files is indeed the person Customer thinks he or she is, for example by asking for some kind of information known only to the Customer and such other person. Please make sure not to receive files from users Customer does not trust, from users Customer is not sure they are whom they say they are, or whenever Customer is not sure Customer wants to receive the files. (c) If HVW identifies that a certain IP address/block is the source of illegal network activity, such as hacking, DDOS-Distributed Denial of service attacks, and SYN flood, HVW may block Internet access to/from that IP address/block without any advance notice. (d) If HVW identifies that a certain email domain is 'spamming' or using 'email relay,' HVW will block any email coming from that email domain without any advance notice.

11. Software Export Controls

Subscribers who choose to access this site from locations outside of the United States and Canada do so on their own initiative and are responsible for compliance with all local laws. Software from this site is further subject to United States export controls. No Software from this site may be downloaded or otherwise exported or re-exported (i) into, or to a national or resident of, Cuba, Iraq, Libya, North Korea, Iran, Syria, or other country to which the U.S. has embargoed goods; or to anyone on the U.S. Treasury Departments' list of Specially Designated Nationals or U.S. Commerce Department's Table of Deny Orders. By downloading or using any software available on HVW's servers, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country on any such list.