

You may not reference HDS in the header or body of an unsolicited email, or list an IP address that belongs to the HDS network in any unsolicited email. Further, you may not take any action which implies that HDS is the sponsor of any unsolicited email even if that email is not sent through the HDS network. Further, forging, altering or removing electronic mail headers is prohibited.

If the Service is disconnected, whether voluntarily or by termination, the user names and associated electronic email addresses may be immediately released for reuse. User names may be held until HDS deletes them as part of its normal policies and procedures. There is no obligation for HDS to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

12) *Data Usage, Data Storage and Other Limitations.* HDS offers multiple packages of Service with varying speeds, features and data plans (not all packages are available in all areas). You must comply with the current data usage, data storage, email limits and other requirements associated with the package of Service you selected. Information on speeds, usage and other features can be found at http://www.hdvideo.solutions/src/hds_speed_and_data_plan_pricing.pdf. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in HDS's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede HDS's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. In some rare cases, HDS may suspend or terminate the Service if the issues in question have not been resolved after consultation with HDS. All traffic with the source or destination matching your IP address will be applied to your data quota usage to include TCP/UDP, DNS, and other web traffic. Data may be sent to/from your computer without your knowledge that impacts your available data quota. We recommend disconnecting your wireless device from the network when not in use to avoid unintentional data usage.

13) *Conflict.* In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

14) *How to Contact HDS.* For any questions regarding this AUP, complaints of violations, or cancellation notices, please see your invoice or contact HDS at one of the following:

- Email: online.sales@hdvideo.solutions
- Phone: (865) 441-6039
- U.S. Mail: P.O. Box 793, Vonore TN, 37885

