

HOC Connects
Terms and Conditions

1. **Technology Fee and Payment.** Client shall pay HOC for the Technology Service, as that term is defined in the HOC Connects Technology Service Agreement (“Agreement”), the sum of ten dollars per month (\$10) for the duration of the Service Period, as that term is defined in the Agreement, or a onetime payment of two hundred forty dollars (\$240) (the “**Technology Fee**”). At the end of the Service Period, the Client shall keep all devices.

Payment.

- A. **Timing.** Payment of the Technology Fee will be made by Client to HOC in accordance with the following schedule:
- 1) Monthly payments over two (2) years in the amount of ten dollars (\$10) per month (the “**Technology Fee**”).
 - 2) Monthly payments will be due on the 1st of the month.
The first monthly payment will be made on the 1st of the month following the month in which the device is delivered to the Client.
 - 3) Instead of making monthly payments, Client may choose to pre-pay the entire Technology Fee or any balance thereof in advance without any penalty.
- B. **Method of Payment.** Client agrees to pay the Technology Fee online through an application made accessible at www.hocmc.org (“Payer Express”), an online payment service provider.
- C. **Failure to Pay; Default by Client.** If Client fails to pay the Technology Fee as and when required, HOC may take the following action:
- If Client fails to pay the Technology Fee when due and owing, HOC may suspend all activity on the device, electronically restricting the Device and preventing its future use until such time as all outstanding Technology Fee payments are received.
 - If at any time Client’s account is in arrears for a period of three (3) months or

more, HOC may:'

- i. **Demand the return of the Device;**
- ii. **Erase the contents of the Device; and**
- iii. **Take legal action against Client for all amounts due and owing , to include the remaining payments for the Service Period, on Client's account...**

2. **Effective Date.** This Agreement shall be deemed fully executed and entered into, and shall be effective as of either (i) the date of Client's acceptance of the terms through an online version of the Agreement, or (ii) the date that the last party to this agreement executes a written, hard-copy of the Agreement.

3. **Maintenance.** Client shall be responsible for any maintenance, repair or care of the Device required for its normal operation and agrees to maintain the Devices in good working order during the Service Period, taking proper care and security measures in accordance with the Manual. Client acknowledges that HOC is not responsible for the maintenance, repair or care of the Device, but has the right to require Client to maintain and operate the Device in accordance with the Manual. **Any loss or theft of the Device during the Service Term shall not relieve the Client from making the Technology Fee payments remaining for the Service Period.**

4. **Client Data.** Client is solely responsible for all of the data or other information Client places, stores or maintains on the Device and HOC shall have no obligation, under any circumstances, to maintain, protect, or provide data or other information Client has placed, stored or maintained on the Device.

5. **Delivery.** HOC will provide Client with a list of management offices to which Devices will be delivered. HOC will then deliver the Device to the HOC management office that the Client designates on the registration form, at HOC's cost and expense, within 30 business days of receiving Client's registration and following HOC's verification of eligibility (the "**Delivery Date**"). The device will be packaged appropriately and clearly labeled with Client's name and/or serial number. HOC will notify Client of the delivery of the device to the designated location. After the Delivery Date, Client is responsible for picking up the device from the designated location and executing an Acknowledgment of Receipt for the device in the form shown on Exhibit B, attached to this Agreement. The Client's execution of the Acknowledgment of Receipt form will constitute "Delivery" to Client. Risk of loss or damage to the Device during transit and while the device is stored at the Management Office will

remain with HOC. Risk of loss or damage to the Device after Delivery to the Client shall be the Client's risk.

6. **Liability.** Client will hold HOC and its Commissioners, officers, employees, and agents harmless for (1) any defects in any Device or component of the Technology Service supplied by T-Mobile to HOC and thereafter assigned by HOC to the Client; (2) any breach of any warranty (express or implied); and (3) any other loss suffered by Client as it relates to the Technology Service except in the event of intentional misconduct by HOC and its Commissioners, officers, employees, and agents.

7. **General.**

A. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing. Any notice to the Client will be deemed to have been duly delivered if personally delivered to the Client, sent by electronic mail to Client's Email Address, mailed by the United States Postal Service certified mail, return receipt requested, postage prepaid or sent by Federal Express, United Parcel or other nationally recognized overnight carrier. All notices to HOC pertaining to this Agreement will be deemed to have been duly delivered if sent by electronic mail to HOC's email address below, mailed by the United States Postal Service certified mail, return receipt requested, postage prepaid or sent by Federal Express, United Parcel or other nationally recognized overnight carrier addressed as follows:

Housing Opportunities Commission of Montgomery County

10400 Detrick Avenue

Kensington, Maryland 20895

Attention: HOC Connects Director

Email: HOCconnects@hocmc.org

Telephone: 240-249-8978

Either party may change its notification address by giving written notice to that effect to the other party in the manner provided herein.

- B. Waiver. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

- C. Modifications. No revision or modification of this Agreement shall be effective unless in writing and executed by both parties.

- D. Assignment. Client may not assign this Agreement, including Client's rights and obligations to any party without HOC's prior written consent.

- E. Severability. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of the Agreement, and the parties will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

- F. Construction and Jurisdiction. This Agreement shall be governed by the laws of the State of Maryland (excepting any conflict of laws or provisions which would serve to defeat application of Maryland substantive law). Each of the parties to this Agreement hereby irrevocably and unconditionally: (i) consents to submit to the exclusive jurisdiction of the courts of Montgomery County, Maryland for any proceeding arising in connection with this Agreement and each such party agrees not to commence any such proceeding except in such courts, and (ii) waives any objection to the laying of venue of any such proceeding in the courts of Montgomery County, Maryland. EACH PARTY, KNOWINGLY, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES ALL RIGHT TO TRIAL

BY JURY OF ANY CLAIM ARISING WITH RESPECT TO THIS AGREEMENT OR ANY MATTER RELATED IN ANY WAY THERETO.

- G. Headings. The paragraph titles of this Agreement are for conveniences only and shall not define or limit any of the provisions hereof.
- H. Entire Agreement. This Agreement, the documents referenced and incorporated herein (including the registration completed by Client), and all Exhibits hereto (**Exhibits A-B**), together with the completed, accepted and agreed to the Acknowledgment of Receipt, are intended as and shall be construed as the complete and exclusive statement of the agreement between Client and HOC with respect to the subject matter hereof, and supersede all prior agreements and negotiations related thereto.
- I. Binding Effect.
- 1) The provisions hereof shall be binding upon and shall inure to the benefit of Client and HOC, their respective successors, and permitted assigns.
 - 2) By either (i) clicking “Agree” and affixing your name to an online version of this Agreement or (ii) signing your name to a written, hard-copy of this Agreement, you acknowledge that you have read this Agreement, that you understand it and its terms and conditions, and that you agree to be bound legally by it and its terms and conditions
- J. Counterparts. Each party may execute this Agreement in counterparts, by electronic signature or electronic acceptance, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered to Client by email upon request.

