

# SCHEDULE 3:

## Home Telecom Wireless Specific Terms of Use

### I. CREDIT CHECK CONSENT AND REPORTING AUTHORIZATION:

You authorize and instruct any person, consumer reporting agency or credit reporting agency to complete and furnish to Home Telecom Wireless or for Home Telecom Wireless to compile any information it has on you or the entity on whose behalf you are making this application. You authorize Home Telecom Wireless to disclose information related to your account(s), including confidential information and payment history, to credit reporting agencies or private credit reporting associates. You also authorize Home Telecom Wireless to periodically obtain and use your credit report and other credit information from any source including credit-reporting agencies, private credit reporting associations, and other third parties, in connection with the provision and offering of wireless and other services. You are hereby notified that a negative credit report reflecting on your account may be submitted to a credit agency.

### II. ADDITIONAL CHARGES:

You agree that Home Telecom Wireless may add to its charges and you will pay charges from government and other third parties on any service such as taxes, fees, surcharges, roaming fees and assessments (collectively "Additional Charges"). You realize roamer charges may appear on a bill after the bill for the period in which the roaming occurs. None of the Additional Charges or changes to Additional Charges shall constitute a change in terms, conditions, rates, fees, expenses or charges for your service so long as they are merely passed through by Home Telecom Wireless.

### III. LOST OR STOLEN TELEPHONE:

If your wireless telephone is lost or stolen, you will be responsible for all charges incurred in your wireless number until you report the theft or loss and provide a police report number to Home Telecom Wireless. After you report the theft or loss to Home Telecom Wireless, you remain responsible for complying with your other obligations under this Agreement, including, but not limited to, payment of your monthly service fee. You also remain responsible for paying your monthly service fee if your service is suspended for nonpayment.

### IV. BAD CHECKS:

Home Telecom Wireless will charge you \$31.00, or the highest amount allowed by law, for any check or other instrument tendered by you and returned unpaid by a financial institution for any reason.

### V. CHANGES TO RATES, TERMS AND CONDITIONS:

Home Telecom Wireless may increase, reduce or otherwise change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. This includes, without limitation, prime or peak hour periods, rate plans and features, billing practices, late charges, Termination Fees and all other terms and conditions of service, including these Terms and Conditions. Home Telecom Wireless will provide you with notice of such changes (other than Additional Changes) either in your monthly bill or separately. IF Home Telecom Wireless INCREASES YOUR RATES, FEES OR CHARGES (OTHER THAN ADDITIONAL CHARGES), YOU MAY TERMINATE SERVICE WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE WITHOUT INCURRING A TERMINATION FEE.

### VI. WIRELESS TELEPHONE NUMBER:

Home Telecom Wireless will assign you a wireless telephone number for your service. Unless pursuant to a specific Home Telecom Wireless rate plan, only one wireless telephone unit with a unique Electronic Serial Number (ESN) or one International Mobile Equipment Identifier (IMEI) at any one time may use any one wireless telephone number. You have no property rights in the wireless telephone number and cannot acquire such rights through usage, publication or otherwise.

Home Telecom Wireless may change this number or assign it to another user in its discretion.

**VII. TERMINATION:**

You may terminate this Agreement, for any reason and without incurring the Early Termination Fee, within thirty (30) days of accepting your Agreement, PROVIDED, you will remain responsible for any Services fees and charges incurred. If you purchase Equipment directly from Home Telecom Wireless in connection with your Agreement, but you terminate within 30 days and fail to return the Equipment to Home Telecom Wireless, you will be subject to an Equipment Fee in the maximum amount of the difference between the no- commitment price of the Equipment and the amount you actually paid for the Equipment. Home Telecom Wireless may charge you a restocking fee for any returned Equipment. Some dealers impose additional fees.

**VIII. SERVICE INTERRUPTION:**

Service may be temporarily interrupted, delayed or otherwise limited for a variety of reasons. Home Telecom Wireless does not guarantee you uninterrupted service. Airtime and other service charges apply to all calls, including involuntarily terminated calls. Subject to certain limitations, if your service is interrupted for 24 continuous hours or more, Home Telecom Wireless will issue you, upon request, a credit equal to a pro rata adjustment of the monthly service fee for the time period your service was unavailable, not to exceed the monthly service fee. An interruption is measured from the time you report it to Home Telecom Wireless.

**IX. LIMITATION OF LIABILITY:**

Home Telecom Wireless MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE WITH REGARD TO THE SERVICES AND/OR GOODS PROVIDED HEREUNDER. In no event shall Home Telecom Wireless be liable, and you hereby release Home Telecom Wireless from liability, WHETHER OR NOT DUE TO THE NEGLIGENCE OF Home Telecom Wireless, for (a) any act or omission of any provider of service or facilities other than Home Telecom Wireless; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through Home Telecom Wireless; (c) and damage or injury caused by, or allegedly resulting from, the presence or use of any wireless telephone or service provided by Home Telecom Wireless, including, but not limited to, the presence or use thereof in any vehicle or on any property; (d) claims made against you by third parties; (e) damage caused by any suspension or termination of service by Home Telecom Wireless; (f) damages caused by failures or delays in the provision of, or making calls to, 911 or any other emergency service; or, (g) any damage or injury arising from alleged negligence or willful misconduct of any third party, including, without limitation, any directory assistance of Internet service provider. Home Telecom Wireless shall not be liable for any indirect, punitive, special, incidental or consequential losses or damages you or any third party may suffer or incur caused by use of, or inability to make use of, service or equipment provided by or through Home Telecom Wireless, such as, but not limited to (a) loss of business, revenue or profits, (b) damages or losses as a result of your inability to fulfill agreements with third parties, (c) claims of personal injuries, or (d) injury to goodwill. Home Telecom Wireless sole liability, if any, for loss or damage arising out of mistakes, omissions, interruptions, errors or any other causes, INCLUDING THE NEGLIGENCE OF Home Telecom Wireless, shall be limited as described in the Section on Service Interruption. To the full extent allowed by law, you hereby release, indemnify, and hold Home Telecom Wireless and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Home Telecom Wireless or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING FROM IN WHOLE OR IN PART THE ALLEGED NEGLIGENCE OF Home Telecom Wireless, or any violation by you of these Terms and Conditions. This obligation shall survive termination of your service with Home Telecom Wireless. Home Telecom Wireless is not liable for changes in operation, equipment or technology that cause your equipment or software to be rendered obsolete or require modification.

**X. ARBITRATION:**

PLEASE READ THIS PARAGRAPH, CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE, (a) Home Telecom Wireless and you shall use our best efforts to settle any dispute or claim arising from or relating to this Agreement. To accomplish this, Home Telecom Wireless and you shall negotiate with each other in good faith. If Home Telecom Wireless and you do not reach agreement within 30 days, instead of suing in court, Home Telecom Wireless and you agree to arbitrate any and all disputes and claims (including but not limited to claims based on or arising from and alleged tort) arising out of or

relating to this Agreement, or to any prior agreement for products or service between you and Home Telecom Wireless or any of your or Home Telecom Wireless affiliates or predecessors in interest. The arbitrations of any dispute or claim shall be conducted in accordance with the wireless industry arbitration rules ("WIA Rules") as modified by this agreement and as administered by the American Arbitration Associate ("AAA"). The WIA Rules and fee information are available from Home Telecom Wireless or the AAA upon request. Home Telecom Wireless and you acknowledge that this agreement evidences a transaction in interstate commerce and that the United States Arbitration Act and Federal Arbitration Law shall govern the interpretation and enforcement of, and proceedings pursuant to, this or a prior agreement. Unless Home Telecom Wireless and you agree otherwise, the location of any arbitration shall be in the city where Home Telecom Wireless Switching Office is located. Home Telecom Wireless and you agree that no arbitrator has the authority to: (1) award relief in excess of what this agreement provides; (2) award punitive damages or any other damages not measured by the prevailing party's actual damages; or (3) order consolidation or class arbitration. Except as otherwise provided herein, all fees and expenses of the arbitration shall be equally borne by you and Home Telecom Wireless. The Arbitrator(s) must give effect to the limitations on Home Telecom Wireless liability as set forth in this Agreement, any applicable tariff, law, or regulation. In any arbitration utilizing the rules applicable to large/complex cases, as defined under the WIA Rules, the arbitrator(s) must also apply the Federal Rules Of Evidence, and the losing party may have the award reviews in accordance with the review procedures set forth in the WIA Rules. You agree that Home Telecom Wireless and you each is waiving its respective right to a trial by jury. You acknowledge that arbitration is final and binding and subject to only very limited review by a court. If for some reason this arbitration clause is at some point deemed inapplicable or invalid, you and Home Telecom Wireless agree to waive, to the fullest extent allowed by law, any trial by jury. In such case, judge shall decide the subject dispute or claim. Home Telecom Wireless, you and arbitrator(s) shall not disclose the existence, content, or results of any arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may bring an action in small claims court or magistrate's court.

**XI. OUT-OF-NETWORK ROAMING:**

Roamer charges result from using your cellular phone outside your Local Service Area (applicable to select rate plans) and appear only after Home Telecom Wireless is notified by the carrier servicing the area in which roaming occurs. Different Service rates apply and conditions of service may vary when you roam on another carrier's network. A roamer administration fee may be charged in any month in which one or more roamer charges appear on the bill, and actual charges billed may not be the same as are imposed by the serving carrier. IN ADDITION TO ANY LIMITATIONS OF LIABILITY STATED HEREUNDER, YOU ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISIONS IMPOSED BY THE ROAMING CARRIER ON THE ROAMING CARRIER'S OWN SUBSCRIBERS. YOU AGREE TO ACCEPT SERVICE ON A ROAMING CARRIER'S NETWORK ON AN "AS-IS" "WHERE-IS" BASIS WITHOUT WARRANTY OF ANY KIND. Certain rate plans require use of wireless telephones programmed with Home Telecom Wireless preferred roaming database. Phones not so programmed or incapable of roaming on the preferred carrier's networks may subject you to higher roaming rates or having your service converted to a different rate plan. Please check with your sales representative or the service-plan brochure for details and restrictions.

**XII. IPHONE AND CERTAIN OTHER DEVICES:**

An eligible data plan is required for certain devices, including iPhones and other designated smartphones and PDAs. Eligible data plans cover data usage in the U.S. and do not cover international data usage and charges. If it is determined that you are using an iPhone or other designated smartphone or PDA without an eligible data plan, Home Telecom Wireless reserves the right to add an eligible data plan to your account and bill you the appropriate monthly fee.

**XIII. NOTICE REGARDING TRANSMISSION OF WIRELESS EMERGENCY ALERTS (Commercial Mobile Alert Service):**

Home Telecom Wireless has chosen to offer wireless emergency alerts within portions of its service area, as defined by the terms and conditions of its service agreement, on wireless emergency alert capable devices. There is no additional charge for these wireless emergency alerts. Wireless emergency alerts may not be available on all devices or in the entire service area, or if a subscriber is outside of the Home Telecom Wireless service area. In areas in which the emergency alerts are transmitted, such alerts may not be received by a subscriber or user of Home Telecom Wireless service even though the subscriber has a device capable of receiving them. For details on the availability of this service and wireless emergency alert capable devices, please ask a sales representative, or go to [www.HomeSC.com](http://www.HomeSC.com) to the Home Telecom Wireless Regulatory and Legal Documents Page. Notice required by FCC Rule 47 C.F.R. § 10.240 (Commercial Mobile Alert Service): In transmitting emergency alerts pursuant to federal law, Home Telecom Wireless, including its officers, directors, employees,

vendors, and agents, shall not be liable to any subscriber to, or user of, Home Telecom Wireless service or equipment for any act or omission related to or any harm resulting from the transmission of, or the failure to transmit, an emergency alert; or the release to a government entity or agency, public safety, fire service, law enforcement official, emergency medical service, or emergency facility of subscriber information used in connection with delivering an emergency alert.

**XIV. MISCELLANEOUS:**

This Agreement, the signature or rate summary sheet, the terms included in the rate brochure describing your plan, and any documents expressly referred therein makes up the complete agreement between you and Home Telecom Wireless and supersedes any and all prior agreements and understanding relating to the subject matter of this Agreement. Any conflict between this Agreement and any summary sheet, brochure or other document shall be resolved in favor of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. Home Telecom Wireless may assign the Agreement, but you may not assign or transfer this Agreement without Home Telecom Wireless prior written consent. Service is subject to the jurisdiction and regulations of the Federal Communications Commission and state regulatory agencies. Applicable federal and state laws of the state associated with the wireless number will govern this Agreement.