

General Terms and Conditions

Home Telecom General Terms and Conditions

The following Terms and Conditions (referred to as "TAC") are between you, the customer, and, Home Telecom, Inc. The TAC constitutes a legal document that details your rights and obligations as a purchaser of Home Telecom services (individually and collectively referred to as "Services"). Your TAC will continue to apply to your Home Telecom Services when they are transferred from one location to another.

You must accept these TAC as a condition of receiving the Services. For purposes of the TAC, "you" and "your" refer to the person purchasing the Services. "We," "our," "us," refer to Home Telecom.

Home Telecom will comply with all applicable federal, state and local laws, to the extent that such laws apply to Home Telecom and its obligations under the TAC. If there is any conflict between the TAC and such applicable law, such applicable law controls. These conflicts could include, but are not limited to, fees and charges for service, billing and payments, notices, and your rights and remedies.

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LEGAL AUTHORITY: You must be at least 18 years of age to purchase the Services as an individual or to accept the TAC as an authorized representative for the person or entity who purchases the Services. By accepting the TAC, you confirm you are an adult of at least 18 years of age. If you are an entity, by accepting the TAC, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept the TAC; and you are also confirming that the TAC constitutes a valid and binding obligation of yours. All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with the TAC.

By enrolling in, activating, using, or paying for the Services, you agree to the TAC, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Home Telecom web site, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling Home Telecom at 1-888-746-4482 for further directions.

UPDATES: The TAC may be updated or changed from time to time. You can review the most current version of the TAC at any time at: HomeSC.com. If Home Telecom makes a change to the TAC and that change has a material impact on the Services, you will be provided notice of that change. Your continued use of the Services following such notice constitutes your acceptance of those changes.

SPECIAL ARRANGEMENTS: Some customers may receive the Services through a special arrangement with their property owner or manager. If you have such an arrangement, the TAC shall apply to the Services, except that Home Telecom may not directly charge you for Services (including Equipment) provided to you as part of the special arrangement, and the Equipment return provisions may not apply to you even though Equipment remains Home Telecom-owned. You will be responsible for fees and charges associated with additional Service orders. You may have an additional agreement or contract with your property owner or manager that covers any applicable special arrangement. Any such additional agreement or contract is outside the TAC and Home Telecom is not responsible for nor bound by the terms of any agreement you may have with your property owner or manager. If the special arrangement with your property owner or manager terminates, you may have the option to continue receiving Service under standard billing terms and the TAC.

1. IMPORTANT TERMS

Use of the Services is subject to the [Home Telecom Acceptable Use Policy](#), which is incorporated herein by reference. Once you have purchased the Services you will have an account with Home Telecom ("Home Telecom Account"). Your Home Telecom Account will include information applicable to the Services including but not limited to billing information and charges related to the Services (whether recurring or one-time). The [Home Telecom Privacy Policy](#), which is incorporated

herein by reference, addresses Home Telecom's use of account information and other information specific to your use of Home Telecom Voice service. The [Home Telecom Privacy Policy for Home Telecom and Home Telecom Cable TV Services](#), which is incorporated herein by reference, addresses Home Telecom's use of account information and other information specific to your use of Home Telecom Cable TV service.

2. INSTALLATION/SERVICE

You will be responsible for payment of service charges for visits by Home Telecom or its subcontractors to your premises when a service request results from causes not attributable to Home Telecom or its subcontractors. You will provide Home Telecom and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Home Telecom may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces). If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Home Telecom deems appropriate for the work to be performed.

You acknowledge that Home Telecom may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give Home Telecom permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TAC, you agree to indemnify Home Telecom from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

3. FEES AND CHARGES

AGREEMENT TO PAY: You agree to pay all fees and charges for the Services associated with your Home Telecom Account, including recurring and nonrecurring charges, taxes, fees, surcharges, and assessments applicable to the Services, associated equipment, installation and maintenance, and including all usage and other charges associated with your account. In order to provide you with the Services, Home Telecom may pay taxes, fees, and surcharges to municipalities and other governmental entities, which Home Telecom may pass on to you.

LATE PAYMENT CHARGE AND DISHONORED CHECK OR OTHER INSTRUMENT FEE : If the entire amount of payment due is not received by the payment due date, a late payment charge will be charged to you. Home Telecom may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Home Telecom for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

CHANGES TO FEES & CHARGES: If you signed up for Services for a specified term, Home Telecom will automatically begin charging the applicable month-to-month fee at the conclusion of your term. If you purchased the Services as part of a bundled offering with one or more other products and are receiving a discount based upon that bundled offering, your discount may cease and you may be billed the standard monthly rate for the Services if you change or disconnect one or more of the services in the applicable bundle. Home Telecom may, upon notice required by applicable laws, at any time change the amount of or basis for determining any fee or charge or institute new fees or charges.

4. BILLING AND PAYMENTS

ADVANCE PAYMENTS AND/OR DEPOSITS: We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in the TAC or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Home Telecom of satisfactory payment history or as required by law, Home Telecom may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Home Telecom.

PAYMENT CYCLE AND CANCELLATION: Billing for the Services commences when Home Telecom has provisioned the Services. Recurring charges for each month's Services will be billed one month in advance. Billing is based on a 30-day cycle. Non-recurring and usage-based charges for the Services generally will be billed in the billing cycle following the transaction. Your first bill for Services may include pro-rated charges for a partial monthly period prior to the beginning of your first monthly billing cycle. Upon termination you will be charged for the pro-rated number of days for which you had Services in that billing cycle and, if applicable, you will receive a credit for any balance of payments for Services billed in advance. A downgrade fee may apply if you make changes to your Service within thirty (30) days of Service provisioning or later programming orders.

METHOD OF BILLING/PAYMENT: Fees and charges for the Services will be billed to your Home Telecom Account. You will receive a paper bill for the Service, unless you specifically notify us that you want to receive an online bill for the Services. Bill Inquiries and Refunds: If you believe you have been billed in error for the Services, please notify us within sixty (60) days of the billing date by contacting Customer Service (1-888-746-4482). Home Telecom will not issue refunds or credits after the expiration of this sixty-day period, except where required by law or regulation.

PROMOTIONS AND CONTINGENT BENEFIT: You may receive or be eligible for certain discounts, features, promotions, and other benefits associated with your purchase of the Services as offered to you in marketing and informational materials, on the Home Telecom web site, or in other materials ("Benefits"). Any and all such Benefits are provided to you so long as you continue to meet qualification requirements; provided, however, such Benefits may be modified or terminated at any time as set forth in these TAC or if you change you Services after installation. Unless otherwise set forth in Benefits materials, standard monthly rates will be charged at the conclusion of the Benefits period or when you no longer qualify for the Benefits.

5. EQUIPMENT

The Services include certain service specific equipment set forth in Schedule 1 and/or Schedule 2 that is required for the Services to function (service-specific equipment herein collectively referred to as "Equipment"). You agree to rent the Equipment as part of your purchase of the Services for the duration of your receipt of the Services. Rental fees will be included in your monthly charge for the Services. The Equipment requires electrical power from your premises to operate, which you are responsible for providing. You may also have an Optical Network Terminal ("ONT"), which is a box typically located on the side of your house or in your garage, where Home Telecom's fiber network terminates. The ONT also requires electrical power from your home to operate, which you are responsible for providing. Home Telecom installs an initial power supply box for the ONT when the first resident at a premise orders Home Telecom FTTH services. The ONT power supply box converts the AC power in your home to the DC power required by the ONT.

BACKUP BATTERY FOR ONT: If there is an ONT at your premises and you are the first resident at the premises to order Home Telecom FTTH services, Home Telecom provides the initial backup battery for the ONT power supply box to you at no additional charge when your first Home Telecom service is installed. If a prior resident of the premises was the first resident to order Home Telecom services, Home Telecom provides the replacement backup battery for the ONT power supply box to you at no additional charge. Afterwards, Home Telecom will replace backup batteries based on alarms received in our central office.

See Schedule 1, section IV, for more information on Power Outages and Backup Batteries.

Home Telecom reserves the right to manage the Equipment during the time you are an Home Telecom customer and retains exclusive rights to data generated by the Equipment. Neither you nor a third party may change, interfere with, or block access to the Equipment data or settings. Home Telecom will repair or replace damaged Equipment as Home Telecom deems necessary. You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. If the Equipment was damaged due to your intentional acts or negligence as determined by Home Telecom, you will be responsible for the price of repair or replacement. Any tampering with the Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the Equipment only for its intended residential use, and not for any other purpose (such as on another Home Telecom network, or on another provider's (non-Home Telecom) network).

Home Telecom will not provide support for, or be responsible for, ongoing maintenance or management of, customer-owned equipment.

6. INDEMNITY

You agree to indemnify and hold Home Telecom and its subsidiaries, affiliates, directors, officers, agents, and employees harmless from any claim, demand, action, citation, or legal proceeding, including, but not limited to, those arising out of or resulting from the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property, or for reasonable attorneys' fees, made by any party against Home Telecom, its subsidiaries, affiliates, directors, officers, agents, and employees arising out of or related to your use of or inability to use the Services, your connection to the Services, the provisioning or alleged failure to provision the Services, a violation of any provision of this TAC, or your violation of any rights of another.

7. INTERRUPTIONS, LIMITATIONS, AND MODIFICATIONS TO SERVICE

Service may be temporarily interrupted or otherwise limited for a variety of reasons, some beyond the control of Home Telecom. Home Telecom reserves the right to refuse credit allowances for interruptions of Service. Home Telecom also reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Services (or any function or feature of the Services or any part thereof) without liability. You acknowledge that Home Telecom may establish general practices and limits concerning use of the Services, including without limitation, the limits set forth in the attached Schedule 1 and Schedule 2.

IP NETWORK INTERRUPTIONS: You acknowledge and understand that the Services will not function in the event of an IP network interruption.

8. ACCOUNT SECURITY

CUSTOMER DUTY: You agree to keep confidential all passwords, user IDs, IP addresses, and other account identifiers and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are solely and fully responsible and liable for all activities that occur under your Home Telecom Account, password, user ID, or IP address. You agree to: (a) immediately notify Home Telecom if you suspect any breach of security such as loss, theft, public use (unrestricted, open, communal or shared use by third parties unrelated and/or not affiliated with the Customer either for profit or not for profit) or unauthorized disclosure or use of your Home Telecom Account, password, user ID, or any credit or charge card number provided to Home Telecom by calling 1- 888-746-4482; (b) ensure you exit from your account as applicable at the end of each session; and (c) periodically change your password.

ACCOUNT ACCESS: You authorize Home Telecom to provide information about and to make changes to your Home Telecom Account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you.

ASSUMPTION OF RISK: There is a risk that other users may attempt to access your Services, such as through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Services and you agree to take full responsibility for taking adequate security precautions and safeguarding your data.

THEFT OF HOME TELECOM EQUIPMENT OR SERVICE: You agree to notify Home Telecom immediately, in writing or by calling the Home Telecom customer support line, if the Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide your Home Telecom Account number and a detailed description of the circumstances of the Equipment theft, including documentation of theft (e.g., a copy of a police report) or stolen or fraudulent use of the Services. You will be responsible for all charges incurred on your Home Telecom Account until you report the theft or fraudulent use of the Services. You will be responsible for stolen Equipment, however, Home Telecom may in its sole discretion waive or reduce charges for stolen Equipment upon submission of documentation of theft or other circumstances. Failure to provide notice to Home Telecom of theft in a timely manner may result in the termination of your Services and additional charges to you. Unless notified otherwise by Home Telecom, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

9. SUSPENSION AND TERMINATION

SUSPENSION/TERMINATION BY HOME TELECOM: Your Services may be suspended or terminated if your payment is past due. While your Services are suspended you will not receive automatic credit balances (if any are due) and billing will continue for your monthly charges, and any applicable promotional offers may be discontinued and revoked as determined

solely by Home Telecom. You will be charged a fee to restore your Service from suspension. In addition, Home Telecom may immediately terminate all or a portion of your Service or suspend Service, without notice, for conduct that Home Telecom believes (a) is illegal, fraudulent, harassing, abusive, or intended to intimidate or threaten; (b) constitutes a violation of any law, regulation, or tariff (including, without limitation, copyright and intellectual property laws); or (c) is a violation of these TAC, or any applicable policies or guidelines (including the Acceptable Use Policy), and Home Telecom may refer such use to law enforcement authorities without notice to you. Termination or suspension by Home Telecom of the Services also constitutes termination or suspension (as applicable) of your license to use any Software, if applicable.

CONTACTS TO TERMINATE SERVICE: You may terminate the Services at any time by calling 1-888-746-4482. You must pay service fees and other charges incurred through the termination date. No cancellation or disconnect fee will apply, but you may be charged the value of any Equipment that is not returned in accordance with Section 6.

10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. Your use of the services is at your sole risk. The services are provided on an "as is" and "as available" basis. Home Telecom expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
2. Home Telecom makes no warranty that (I) the services will meet your requirements, (II) the services will be uninterrupted, timely, secure, or error-free, (III) the results that may be obtained from the use of the services will be accurate or reliable, (IV) the quality of any products, services, information, or other material purchased or obtained by you through the services will meet your expectations, or (V) the services will not conflict or interfere with other services from Home Telecom or third parties that you receive at your premises.
3. No advice or information whether oral or written, obtained by you from Home Telecom or through or from the services will create any warranty not expressly stated in these TACs.

11. LIMITATION OF LIABILITY

You expressly understand and agree that Home Telecom shall not be liable to you for any direct, indirect, incidental, special, consequential, or exemplary damages. Including, but not limited to, damages for personal injury, property damage, loss of profits, goodwill, use, data, or other intangible losses (even if Home Telecom has been advised of the possibility of such damages). Resulting from: (a) use of the services (which includes equipment, software, and inside or outside wiring), (b) the performance or non-performance of the services, (c) the installation, maintenance, removal, or technical support of the services, even if such damage results from the negligence or gross negligence of an Home Telecom installer, technician, or other representative, and/or (d) any inability to reach 911 emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations allegedly as a result of the services.

in any event, your sole and exclusive remedy for any dispute with Home Telecom in connection with the service is a refund not to exceed the total amount of service fees paid during the immediately preceding twelve month period.

12. 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 of sections 12 and 13 may not apply to you.

13. NOTICE

Unless otherwise specified in the TAC, notices to you may be made via email, regular mail, posting online at HomeSC.com, recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number. In addition, if you purchase Home Telecom Cable TV service, Home Telecom may also provide notices of changes to these TAC or other matters by displaying notices on Home Telecom Cable TV. It is your responsibility to check for such notices.

Unless otherwise specified in the TAC, notices by you to Home Telecom must be given by calling 1-888-746-4482 and such notices are effective as of the date that our records show we received your call; LEGAL NOTICES must be given by letter

delivered by first class US mail to Home Telecom, PO Box 1194, Moncks Corner, SC 29461.

14. INTELLECTUAL PROPERTY

All portions of the Services and Equipment and any firmware or software used to provide the Services or provided to you in conjunction with providing the Services, or embedded in the Equipment, and all Services, information, documents, and materials on related web site(s) are the property of Home Telecom or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of Home Telecom or third-party providers are and shall remain the exclusive property of Home Telecom or third-party providers, and nothing in this Agreement shall grant you the right or license to use such Marks.

15. CREDIT REPORTING AUTHORIZATION

As permitted under applicable laws and without limitation to other rights provided in these TAC or other applicable policies, you authorize Home Telecom to (a) disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and (b) periodically obtain and use your credit report and other credit information from any source in connection with Home Telecom's offering of the Services and other services. You understand that if you fail to fulfill the terms of your obligations under these TAC, Home Telecom may report your failure to a credit reporting agency.

16. ASSIGNMENT

Home Telecom may assign these TAC and its rights and obligations pertaining to the provision of the Services, or parts thereof, to a parent or affiliated company without notice to you. You may not assign these TAC or your rights or obligations pertaining to the Services or any parts thereof without the written consent of Home Telecom.

17. MISCELLANEOUS PROVISIONS

1. The TAC does not provide any third party with a remedy, claim, or right of reimbursement.
2. The TAC, any policies, guidelines, or other documents referenced herein, the provisions set forth in any marketing and informational materials or promotional offers for the Services, and the terms and conditions posted on the Home Telecom web site constitute the entire agreement between Home Telecom and you and supersede any prior agreements between you or Home Telecom with respect to the subject matter of the TAC.
3. The TAC and the relationship between you and Home Telecom will be governed by the laws of the State of South Carolina without regard to its conflict of law provisions, and you and Home Telecom agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Berkeley County, South Carolina.
4. The failure of Home Telecom to exercise or enforce any right or provision of the TAC will not constitute a waiver of such right or provision.
5. If any provision of the TAC is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TAC shall remain in full force and effect.
6. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TAC must be filed within one (1) year after such claim or cause of action arose or be forever barred.
7. .The section titles and paragraph headings in the TAC are for convenience only and have no legal or contractual effect.

