



Hometown Cable Wireless Division  
305 E Main Street  
Coldwater, Ohio 45828  
419-678-4090

## HOMETOWN CABLE

### Residential Service Terms and Conditions

#### **GENERAL TERMS AND CONDITIONS APPLICABLE TO HOMETOWN CABLE WIRELESS DIVISION:**

Hometown Cable Wireless provides wireless data services, including but not limited to, features that may be used with wireless data services and wireless content ("Services"). The absolute capacity of the wireless data network is limited. Accordingly, service is only provided for circumscribed areas, based on the location of Hometown Cable existing tower sites. An installation fee of \$100.00 applies to each new installation. Compatible data-enabled wireless device(s) required.

**Service Agreement:** This agreement constitutes the sale and entire agreement between Subscriber and Hometown Cable. No other terms, conditions, warranties, or representations, implied or expressed, shall be binding on or imputed to Hometown Cable except as included herein. Contracts are available for one year, two year, or three years and can be billed monthly, quarterly, bi-annually, or annually.

**Access to Subscriber's Premises:** Subscriber agrees to provide Hometown Cable access to Subscriber's premises to have the right to install, inspect, service, repair, replace or remove any Hometown Cable equipment for the sole purpose of this agreement. Equipment must also be returned within five days of termination to the address listed above.

**Usage/Billing:** All customers are scheduled on a Net 15 payment schedule unless subscribed as annual, bi-annual, semi-annual or quarterly billing, which allows for Net 30 payment schedule. Payments are due on or before the date provided on your invoice. Any invoice that has not been paid within 30 days of the due date will be considered delinquent and assessed a daily finance charge of 1.5%. If an account has a balance due that is over 60 days old, the account will be disconnected due to non-payment. Service may be disconnected with or without notice and a service charge of \$35.00 will be applied. Once disconnected, Subscriber service will be reconnected when the balance due on the account, including all accrued finance charges, plus a \$35.00 reconnection fee has been paid in full.

**Cancellations/Relocations:** Subscriber may cancel this agreement at any time after the first month by notifying g-Wireless, Inc. no less than seven days prior to the due date on which service is to be terminated. Subscriber will then be responsible for the remaining balance of the contract. If Subscriber moves to another location within the network during the terms of the contract, then a new contract will be issued to Subscriber for the remaining length of the contract on the same terms as the previous contract. If Subscriber moves and re-installs the equipment him/herself, there will be additional charge. If Subscriber requests Hometown Cable. move and reinstall the equipment, or has unsuccessfully re-installed equipment and requires Hometown Cable to complete the installation, a service charge of \$85.00 per hour with a half-hour minimum will be billed to Subscriber.

**Service Availability and Access/Coverage:** Hometown Cable does not guarantee availability of wireless network. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to or resident on your device. Coverage areas vary. Hometown Cable service is only available in select areas. See coverage map for details. Hometown Cable download speeds are only available on the Hometown Cable network. Actual download speeds depend upon device characteristics, network, network availability and coverage levels, tasks, file characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, usage and capacity constraints.

**Information/Content:** Certain information or content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. Hometown Cable is not a publisher of third-party information or content and is not responsible for any opinions, advice, statements, or other information, services or goods provided by third parties. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies may differ among Hometown Cable content or service providers and you are bound by such policies when you visit their respective sites or use their services. It is your responsibility to read the rules or service agreements of each content provider or service provider. Any information you involuntarily or voluntarily provide third parties is governed by their policies. The accuracy, appropriateness, content, completeness, timeliness, usefulness,

security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any information or downloaded data is not guaranteed or warranted by Hometown Cable, or any content providers or other third party. Delays or omissions may occur. Neither Hometown Cable, nor its content providers, service providers or other third parties shall be liable to you for any loss or injury arising out of or caused, in whole or in part, by any information acquired through the Service. You acknowledge that every business or personal decision, to some degree or another, represents an assumption of risk, and that neither Hometown Cable nor its content and service providers or suppliers, in providing access to information, underwrites, can underwrite, or assumes your risk in any manner whatsoever.

**Equipment:** Hometown Cable will provide Subscriber with equipment to support one computer. Subscriber may attach a router for multiple computer use for said premises only. Subscriber may request relocation of unit, additional equipment or hidden wire installation at any time on a time and material basis at a rate of \$65.00 per hour with a half-hour minimum charge.

The unit delivered and installed hereunder a rental agreement shall at all times remain the property of Hometown Cable. Hometown Cable may, at its sole option, supply a new or reconditioned unit which Subscriber and Hometown Cable agree has a value as stated below.

Subscriber hereby agrees to pay for any and all repairs or replacement of converter, except such repairs or replacements as may be necessary by reason of normal and ordinary wear or by reasons of defect of material or workmanship. Subscriber takes full responsibility for the equipment. If any damages to the equipment occur while the equipment is in the possession of Subscriber, Subscriber agrees to pay for any repairs. Subscriber agrees to pay for said damages no matter how occasioned while this agreement is in effect.

Subscriber agrees that, if the equipment is not returned to Hometown Cable either by Subscriber delivering equipment to the address provided above or by Subscriber permission for a Hometown Cable representative to enter premises where equipment is located for the purpose of removing equipment after termination, Subscriber shall be liable to Hometown Cable in the amount of \$600.00 for each unit and shall continue to be liable for monthly charges as though this agreement had not been terminated.

Subscriber also agrees to pay reasonable costs and attorney's fees arising out of the course of action to collect the above damages. It is further understood that, in the event civil action is taken to recover the equipment value of a non- returned unit, Subscriber does not thereafter retain ownership of sold equipment. There is a continuing duty to return the equipment to the possession of Hometown Cable. The equipment value as stated herein includes replacement of the unit, loss of services and loss of income to Hometown Cable.

**Prohibited and Permissible Uses:** Data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including a cess to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). While most common uses for Internet browsing, email and internet access are permitted, there are certain uses that cause extreme network capacity issues and interference with the network and are therefore prohibited. Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; (ii) as a substitute or backup for private lines, landlines or full-time or dedicated data connections; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Hometown Cable wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Hometown Cable's wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or any "keep alive" functions. This means, by way of example only, that checking email, surfing the Internet, and/or visiting corporate intranets is permitted, but downloading movies or music using P2P file sharing services, redirecting television signals for viewing on Personal Computers, web broadcasting, and/or for the operation of servers, telemetry devices and/or Supervisory Control and Data Acquisition devices is prohibited. Furthermore, Subscriber access cannot be used for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to computer accessories, Bluetooth® or any other wireless technology) to Personal Computers (including without limitation, laptops), or other equipment for any purpose.

This agreement is not assignable by Subscriber. Any attempt by Subscriber to sublet, assign or transfer any of the rights, duties or obligations of Subscriber without written consent of Hometown Cable is prohibited. Hometown Cable shall not be liable for:

- A. Quality of any merchandise received by Subscriber in connection with Hometown Cable programming.
- B. The representation or warranties made by the seller and/or manufacturer of such merchandise.
- C. Damager or injury, if any, resulting from the use thereof.
- D. Damage to equipment or loss of service cause by an act of God, including but not limited to, floods, lightning strikes, earthquakes, terrorist attacks, etc.
- E. Incidents which are the fault of Subscriber, including but not limited to, incorrect installation, improper use, improper adjustment, etc.
- F. Accordingly, Hometown Cable reserves the right to (i) deny, disconnect, modify and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited or whose usage adversely impacts its wireless network or service levels or hinders access to its wireless network, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect its wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. You may not send solicitations to Hometown Cable's wireless subscribers without their consent. You may not use the Services other than as intended by Hometown Cable and applicable law. Plans are for individual, non-commercial use only and are not for resale. Hometown Cable may, but is not required to, monitor your compliance, or the compliance of other Subscribers, with Hometown Cable's terms, conditions, or policies.

**Security:** Hometown Cable does not guarantee security. Subscriber is to provide added security for viruses and/or pop-ups. Hometown Cable only provides basic scans for viruses. If you use your device to access company email or information, it is your responsibility to ensure your use complies with your company's internal IT and security procedures.

**Changes to the terms and conditions:** These terms and conditions may be changed from time-to-time. Hometown Cable will post the most current version of these terms and conditions at [www.hometowncable.net](http://www.hometowncable.net). Please check this site regularly to inform yourself about changes to the terms and conditions.

**Access Requirements:** Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. Hometown Cable is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

**Miscellaneous:** Hometown Cable is not responsible for loss or disclosure of any sensitive information you transmit. Hometown Cable wireless services are not equivalent to landline Internet. Hometown Cable is not responsible for nonproprietary services or their effects on devices. If applicable, use of Desktop Toolbar requires compatible home computer products.

HOMETOWN CABLE RESERVES THE RIGHT TO TERMINATE YOUR SERVICES WITH OR WITHOUT CAUSE, INCLUDING WITHOUT LIMITATION, UPON EXPIRATION OR TERMINATION OF YOUR WIRELESS SERVICE AGREEMENT.

**Additional Terms:** See below for additional terms relating to specific Services and rate plans. In addition, all use of Hometown Cable wireless network and the Services is governed by Hometown Cable. Acceptable Use Policy, which can be found at [www.hometowncable.net](http://www.hometowncable.net), as determined solely by Hometown Cable. Hometown Cable can revise its Acceptable Use Policy at any time without notice by updating this posting. Use of the Services is subject to Terms and Conditions of your Wireless Service Agreement. Subscriber agrees to make no unauthorized extensions or modifications in installation without the express consent of Hometown Cable Wireless Division. Any illegal activities will be subject to litigation.